Coral Springs Improvement District

Regular Meeting Agenda

November 17, 2025

Coral Springs Improvement District

Board of Supervisors
Mark Ritter, President
Ben Groenevelt, Vice President
Travis McEwen, Secretary
Michael Kraus, Assistant Secretary
Robert Rafaneli, Assistant Secretary

Elizabeth Ladner, District Manager
Seth Behn, District Counsel
David McIntosh, Executive Director
Joe Stephens, Director of Utilities

Meeting Agenda

Monday, November 17, 2025 at 3:00 p.m.

1. **Call to Order**
2. **Audience Comments**
3. **Approval of the Minutes of October 20, 2025 Meeting**
4. **Financials for October 2025**
5. **Board Consideration for CSID to Piggyback on IFB Event 519 Contract for the Purchase of Sodium Hypochlorite between the City of Fort Lauderdale on Behalf of the Southeast Florida Governmental Cooperative Purchasing Group and Allied Universal Including any Term Extension of the Contract – *Danielle/Joe***
6. **Board Consideration for CSID to Piggyback on Contract 15111510-25-STC for the Purchase of Liquified Propane (LP) Gas between Florida Department of Management Services and Suburban Propane LP Including Any Term Extension of the Contract – *Danielle/Shawn***
7. **Board Consideration for CSID to Piggyback on Contract Rebid UTL24-060 Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems between the City of Boynton Beach and Madsen Barr Corporation Including Any Term Extension of the Contract – *Kingston/Joe***
8. **Consideration of Work Authorizations and Change Order**
   A. Amendment #3 to Work Authorization #229 for Improvements to WWTP Package Plant E for Decrease of $20,000
   B. Ratification of Change Order #1 to Work Authorization #236 for Production Well #6 Redevelopment at an Increase of $3,711 to be Funded through Previous Construction Allowance
   C. Work Authorization #246 for WWTP Digestor 1 Blower Replacement at a Total Cost of $1,323,741
   D. Work Authorization #247 for Improvements to WWTP Package Plant F at a Total Cost of $353,408
9. **Engineer's Report**
10. **Staff Reports**
    A. Manager – Elizabeth Ladner
    B. Executive Director- David McIntosh
    C. Department Reports
       - Utilities Update – Joe Stephens
       - Utility Billing Customer Service Report – Brian Klien (Report Provided)

- Water – Christian McShea (Report Provided)
- Wastewater – Mike Hosein (Report Provided)
- Stormwater – Shawn Frankenhauser (Report Provided)
- Field – Kingston Maloi (Report Provided)
- Maintenance Report – Jovan Selvon (Report Provided)
- Procurement Report – Danielle Keira-Cancel (Report Provided)
- Finance and Accounting – Sue Beyer
- Human Resources – Jimmy Harness
- Engineering – Glen Hanks (Report Provided)
- Utilities Support Manager – Sandra Demarco (Report Provided)
- Motion to Accept Department Reports

D. Attorney

11. Supervisors' Requests/Comments

12. Adjournment

***Next regular meeting scheduled for December 15, 2025 at 3:00 p.m. (Second Monday)**

THIRD ORDER OF BUSINESS

MINUTES OF MEETING
CORAL SPRINGS
IMPROVEMENT DISTRICT

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District was held Monday, October 20, 2025 at 3:00 p.m. at the District Offices, 10300 NW 11th Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Mark Ritter	President
Ben Groenevelt	Vice President (Via Teams)
Travis McEwan	Secretary
Michael Kraus	Assistant Secretary
Robert Rafaneli	Assistant Secretary

Also Present were:

Lynne Ladner	District Manager
Seth Behn	District Attorney
Rick Olson	District Engineer
David McIntosh	Executive Director
Joe Stephens	Director of Utilities (Via Teams)
Sue Beyer	Director of Finance and Accounting
Glen Hanks	Director of Engineering (Via Teams)
Danielle Keira-Cancel	Procurement Manager
Shawn Frankenhauser	Stormwater Department
Kingston Maloi	Field Department
Christian McShea	Water Department
Mike Hosein	Wastewater Department
Brian Klein	Utility Billing and Customer Service
Jovan Selvon	Maintenance Department
Julie Beyer	IT Manager
Sandra Demarco	Utility Support Manager
Nicholas Bixler	Lewis, Longman and Walker (Via Teams)
Curt Tiefenbrun	Resident
Ryan Devore	Resident
Mark Vega	Inframark (Via Teams)

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS **Call to Order**

Ms. Ladner called the meeting to order and called the role. A quorum was established.

SECOND ORDER OF BUSINESS **Audience Comments**

The following comments were made:

- Mr. Devore complimented District staff for their response and work when there was a raw sewage backup at his property due to an Oak Tree. He said staff did an excellent job. He hopes the tree can be saved.
- Mr. Tiefenbrun commented on how District staff is always very responsive.

THIRD ORDER OF BUSINESS **Approval of the Minutes of the September 15, 2025 meeting**

On Motion by Mr. McEwen seconded by Mr. Ritter with all in favor the minutes of the September 15, 2025, meeting were approved as presented.

FOURTH ORDER OF BUSINESS **Financials for September 2025**

On Motion by Mr. McEwen seconded by Mr. Ritter with all in favor the financials for September 2025 were approved as presented.

FIFTH ORDER OF BUSINESS **Board Discussion on District Manager Appointment and Continuation of the Inframark Contract**

The following was discussed:

- Mr. Ritter discussed previous concerns the Board had regarding a succession plan if Mr. Cassel were to leave Inframark, which resulted in an RFQ for management services. Inframark was ranked first, and a new contract was executed.
- After Mr. Cassel announced he was moving and would no longer be the District Manager, Mr. Ritter requested Mr. McIntosh investigate what the scope of the work would look like if the District Management function was to be brough in-house.
- Mr. McIntosh explained most of the work can be done in-house except for the annual assessments; however, those services can be contracted with a third party. He also reviewed the transition in capabilities of staff since Mr. Cassel

started, and how they have become self-sufficient and accountable for their departments.

- Mr. Ritter noted the main benefit of having Inframark was Mr. Cassel due to his experience and knowledge. He asked about the assessments.
- Mr. McIntosh agreed Mr. Cassel's experience was valuable. He got staff to have the necessary institutional knowledge along with a succession plan for each department. The assessments can be done by a third party, and he has already reached out to an assessment specialist.
- Mr. Ritter asked what the protocol would be to terminate under the current contract.
- Mr. Behn reviewed the clauses in the contract and what the process would be to terminate the contract. Based on the terms of the contract, the Board can exercise the 60-day termination clause.

> On Motion by Mr. Ritter seconded by Mr. McEwen with all in favor the contract with Inframark was terminated effective 60 days from today's meeting and District Counsel was directed to provide the termination notice.

SIXTH ORDER OF BUSINESS **Resolution 2026-01, Appointing Lynne Ladner Assistant Treasurer and Retaining David McIntosh as Assistant Treasurer**

This item was tabled.

SEVENTH ORDER OF BUSINESS **Resolution 2026-02, Appointing Lynne Ladner Assistant Secretary and Retaining David McIntosh as Assistant Secretary**

This item was tabled.

EIGHTH ORDER OF BUSINESS **Consideration of Change Order from Delta Controls for the Radio Telemetry Project**

Mr. McIntosh reviewed the change order, which decreases the total cost by $11,336.35.

NINTH ORDER OF BUSINESS

Staff Request Board Approval to Piggyback on a Contract between Collier County Public Schools and GenServe for the Maintenance of our Portable Generators *(Lead Entity – Collier County Public Schools – Formal solicitation was issued in April 2025 with submittals due on May 9, 2025. Two (2) vendors (1) Cummins, Inc (2) GenServe, LLC responded to the solicitation. Collier County Public Schools entered into an agreement with GenServe, LLC at their July 31, 2025 regular school board meeting as a consent agenda item. The terms are for a period of one (1) year ending December 31, 2026 with the option to renew annually, by mutual agreement, for three (3) additional one (1) year terms for a total contract period of up to four (4) years. We are presenting the Board the opportunity to allow CSID to piggyback this agreement with GenServe, LLC beginning October 20, 2025 until all renewals have been exhausted)*

Mr. Selvon reviewed the request.

On Motion by Mr. McEwen seconded by Mr. Ritter with all in favor entering a contract with GenServe, LLC for maintenance of portable generators, piggybacking off the Collier County Public Schools agreement, was approved.

TENTH ORDER OF BUSINESS

**Staff Requests Board Approval to Piggyback on a Contract between County of Dupage, Illinois and Insituform Technologies for Trenchless Rehabilitation and Maintenance of Pipelines (*Lead entity – County of Dupage, Illinois – issued a request for proposals (RFP) #23-065-PW on October 19, 2023. Three (3) bids were opened on November 18, 2023. The County of Dupage entered a 3-year contract with Insituform Technologies, LLC on behalf of Omnia*

Partners. The contract is for a three-year agreement from February 13, 2024, until February 12, 2027 with the option to renew for two (2) one-year periods through February 12, 2029. Staff also requests permission to engage Insituform Technologies under terms of the contract to conduct sewer relining of Lift Station #4 basin in the amount of $1,482,908

Mr. Stephens reviewed the request. He explained it is budgeted annually as part of the infiltration process and is part of the 10-year Capital Improvement Plan.

On Motion by Mr. McEwen seconded by Mr. Ritter with all in favor piggybacking off the County of Dupage, Illinois, contract was approved.

On Motion by Mr. Ritter seconded by Mr. McEwen with all in favor engaging Insituform Technologies, LLC for trenchless rehabilitation and maintenance of pipelines, was approved.

ELEVENTH ORDER OF BUSINESS

Staff Requests Board Approval to Piggyback on a Contract between the Town of Jupiter and Florida Spectrum to Provide Ongoing Laboratory Services for the District *(Lead entity – Town of Jupiter) formal solicitation was issued in June 2025 with bid submittals due on July 22, 2025. Four (4) vendors (1) Florida-Spectrum Environmental Services (2) Advanced Environmental Laboratories, Inc (3) Pace Analytical Services, LLC and (4) Eurofins Orlando responded to the solicitation. The Town of Jupiter entered into an agreement with the number 1 ranked firm – Florida-Spectrum Environmental Services – on October 1, 2025. The terms are for a period of one (1) year with the option to renew annually, by mutual agreement, for two (2) additional one (1) year terms for a total contract period of up to three (3) years. We are presenting the Board the opportunity*

to allow CSID to piggyback this agreement with Florida Spectrum Environmental Services beginning on October 20, 2025 until all renewals have been exhausted

Mr. McShea reviewed the requirements to test the water samples. He explained the samples taken in-house are not certified so it needs to be done by a laboratory. He also noted this new contract will save the District $1,000 monthly.

On Motion by Mr. McEwen seconded by Mr. Ritter with all in favor engaging Florida-Spectrum Environmental Services, piggybacking off the Town of Jupiter contract, was approved.

TWELFTH ORDER OF BUSINESS **Staff Request Board Approval to Piggyback on the Florida Sheriff Contract to Purchase Utility Vehicles for the District –** ***Florida Sheriffs Association Cooperative Purchasing Program placed an ITB on their website on March 28, 2025. Thirty-five (35) bidders submitted a response. Thirty-two (32) responsive bidders were awarded after bids were evaluated by FSA Fleet Advisory Committee and FSA staff. We are presenting the Board with an opportunity to piggyback Florida Sheriffs Association Light Vehicle Contract FSA24-VEL33.0 Pursuit, Administrative, and Other Vehicles to purchase two (2) quantity Ford F-150 trucks at $83,799 from Duval Ford and one (1) quantity Ford F-250 truck at $42,830 from Duval Ford as well. It is a two (2) year contract beginning October 1, 2025, until September 30, 2027 with no extensions. Staff requests to utilize this contract for additional fleet trucks in Fiscal Year 2027 as well.***

On Motion by Mr. McEwen seconded by Mr. Ritter with all in favor the purchase of two Ford F-150 trucks for a total of $83,799 and one Ford F-250 for a total of $42,830 from Duval Ford, piggybacking the Florida Sheriffs Association Cooperative Purchasing Program, as well as utilizing the contract for additional fleet trucks in Fiscal Year 2027, was approved.

Thirteenth Order of Business Consideration of Work Authorizations

A. Amendment #1 to Work Authorization #232 – CO1-151303 CSID Well 3 Repower at a Final Contract Amount of $286,458

Mr. Olson reviewed the amendment to Work Authorization #232, resulting in a decrease of $10,000 to the total cost.

On Motion by Mr. McEwen seconded by Mr. Ritter with all in favor Amendment #1 to Work Authorization #232 was approved.

B. Work Authorization #239 CO1 – WTP Emergency Control System Upgrades – Change Order 1 at a Total Cost of $267,328

Mr. Olson reviewed the change order and explained the reasoning for the increase of $17,328.

On Motion by Mr. McEwen seconded by Mr. Ritter with all in favor Work Authorization #239 Change Order #1 was approved.

C. Work Authorization #177 – Installation of a Modular Building for Portable Generator Storage at a Total Cost of $2,189,245

Mr. McIntosh noted staff received independent confirmation that the pricing was fair and reasonable. Both Mr. Hanks and Kimley-Horn confirmed as well. A good portion of the space will be available to store items scattered throughout the facility.

Mr. Olson estimates it will take 60 weeks to complete.

On Motion by Mr. Kraus seconded by Mr. Ritter with all in favor Work Authorization #177 was approved.

D. Work Authorization #244 – Production Well 5 Electrical Improvement at a Total Cost of $453,639

Mr. Olson reviewed the work associated with Work Authorization #244, which will be offsite.

On Motion by Mr. McEwen seconded by Mr. Ritter with all in favor Work Authorization #244 was approved.

E. Work Authorization #245 – RO Building Utility Trench Improvements at a Total Cost of $59,453

Mr. McShea reviewed the project associated with Work Authorization #245, which will prevent flooding.

On Motion by Mr. Kraus seconded by Mr. McEwen with all in favor Work Authorization #245 was approved.

FOURTEENTH ORDER OF BUSINESS Engineer's Report

Mr. Olson reviewed his report; a copy of which is attached hereto as part of the public record. He provided updates on the following:

- WA #226 – Engine has arrived. They met on site last week to review what was needed. Some modifications are needed, and they expect installation to begin in three weeks.
- WA #234 – On hold until the valves come in.
- WA #238 – All the tree removal was completed by the end of September. They had to retroactively apply for a tree removal permit, which they received. The canal bank restoration began October 7, 2025, and they expect the work to take four weeks.
- WA #239 – Work will begin October 23, 2025.
- WA $240 – They are assisting ATL in working with the homeowners. They are still receiving phone calls regarding issues with reinstallation of irrigation systems.
- Globaltech is working on the Atlantic Boulevard restoration project. A permit was issued, and they will be meeting with Broward County and the sub-contractor tomorrow, October 21, 2025. The biggest challenge will be organizing traffic while the work is being done. They will submit a plan to the County tomorrow. They will have two weeks to review and provide feedback.

FIFTEENTH ORDER OF BUSINESS Staff Reports

A. Manager – Lynne Ladner

Ms. Ladner noted the next meeting is scheduled for November 17, 2025. She will work with District Counsel on the termination notice to Inframark.

B. Executive Director – David McIntosh

Mr. McIntosh reported he is confident in staff's ability to bring the District Management services in-house. He will work with District Counsel and Inframark on the transition.

C. Department Reports

- **Utilities Update – Joe Stephens**

Mr. Stephens reported the following:

- They are working closely with Kimley-Horn on any open projects. Mr. Gerszuny will be back from maternity leave and expects him to attend the next meeting to provide updates.
- They are close to completing the windstorm mitigation project.
- They were notified by the City Arborist today that she is satisfied with all but one of the sites, the activities in the contract and restoration. The area that is going to be problematic is near Riverside Elementary. They have a meeting scheduled tomorrow at 1:00 p.m. There are a couple of residents across the canal, which may attend future meetings because they are not happy with the new view.
- The lift stations generator project is wrapping up. They will be receiving a check from FEMA reimbursing the District $575,000.

- **Utility Billing Customer Service Report – Brian Klein (Report Provided)**

Mr. Klein reviewed his report; a copy of which is attached hereto as part of the public record. There were 51 disconnections and all but 4 paid their outstanding balances.

- **Water – Christian McShea (Report Provided)**

Mr. McShea reviewed his report; a copy of which is attached hereto as part of the public record.

- **Wastewater – Mike Hosein (Report Provided)**

Mr. Hosein reviewed his report; a copy of which is attached hereto as part of the public record.

- **Stormwater – Shawn Frankenhauser (Report Provided)**

Mr. Frankenhauser reviewed his report; a copy of which is attached hereto as part of the public record. He provided an update on the canal elevations with 6.5 in the east basin and 6.9 in the west basin.

Mr. McIntosh thanked both the Stormwater and Field Departments for their work assisting ATL with removal of smaller trees and shrubbery, resulting in $41,000 in savings.

- **Field – Kingston Maloi (Report Provided)**

Mr. Maloi reviewed his report; a copy of which is attached hereto as part of the public record. They had to pull a tree out near Lift Station 36. The rehab project is expected to begin October 27, 2025. He also reported Mr. Stephens assisted him with an application to win an award for the most outstanding field department. The application was submitted by the deadline, and they are awaiting the result.

- **Maintenance Report – Jovan Selvon (Report Provided)**

Mr. Selvon reviewed his report; a copy of which is attached hereto as part of the public record. He also reported the Water Plant generator is up and running.

- **Procurement Report – Danielle Keira-Cancel (Report Provided)**

Ms. Kiera-Cancel reviewed her report; a copy of which is attached hereto as part of the public record. The Fortiline contract was renewed for another year. Suburban Propane will be on the next meeting's agenda.

- **Finance and Accounting – Sue Beyer**

Ms. Beyer reported the auditors were on site for two days obtaining the backup they need for the financial audit.

- **Human Resources – Jimmy Harness**

Mr. Harness reported the following:

- The auditors were on site last week.

- Wednesday, October 22, 2025, is the last day for staff to make changes to their Nationwide accounts before the changeover.
- 26 employees are taking advantage of the 401a plan increase.
- The Holiday Party is scheduled for December 19, 2025.
- An internal candidate was hired for the meter reader position, which leaves an opening in the Field Department.

- **Engineering – Glen Hanks (Report Provided)**

Mr. Hanks reported the following:

- He and the Field Department retested the on-site and outside hydrants last week and the results were consistent; therefore, the line under Mr. Maloi's office will need to be relocated. He will be meeting with Mr. Olson to discuss this item.
- He also reported Logar Village, a residential project, came in last week with an engineer certification and requested the District authorize the City to release a temporary CO. Upon review of their stormwater management certification, Mr. Hanks determined they were deficient in the amount of storage they are providing. They have not provided a proposed solution. After discussing with Mr. McIntosh, they are in consensus to not allow a temporary CO until they present a feasible solution.

- **Utilities Support Manager – Sandra Demarco**

Ms. Demarco did not have anything to report; however, she thanked everyone for the opportunity to work for the District and is happy to be part of the team.

- **Motion to Accept Department Reports**

On Motion by Mr. McEwen seconded by Mr. Ritter with all in favor the department reports were accepted.

D. Attorney

Mr. Behn reported the following:

- He introduced Mr. Bixler, an attorney from his firm.
- SageView is being purchased by Creative Planning. They are accepting the same terms under the SageView contract.

- He is working with Mr. Hanks on the next phase of the generator project.
- He reminded the Board to do their ethics training before the end of the year.
- Legislation season will begin in January. His firm will be monitoring any proposed bills that may affect the District.

SIXTEENTH ORDER OF BUSINESS Supervisors' Requests/Comments

Mr. Ritter thanked Ms. Ladner for her help and assured her the decision to terminate Inframark's contract had nothing to do with her, but the timing of the District being in a situation where it can self-manage.

SEVENTEENTH ORDER OF BUSINESS Adjournment

There being no further business, the meeting adjourned at 4:13 p.m.

FOURTH ORDER OF BUSINESS

CORAL SPRINGS IMPROVEMENT DISTRICT

SUMMARY FINANCIAL REPORTING
BOARD MEETING NOVEMBER 17, 2025

CORAL SPRINGS IMPROVEMENT DISTRICT
WATER & SEWER FUND
SUMMARY REPORT

For Period Ending 10/31/25

	Actual ENDING 10/2025		BUDGET THRU 10/2025		VARIANCE Actual to Budget (UNDERBUDGET)	ADOPTED BUDGET FY 2025-2026
REVENUES						
TOTAL REVENUES	$ 510,569	*	$ 1,477,560	*	$ (966,991)	$ 17,730,714
CARRY FORWARD	$ 497,000		$ 1,114,661		$ (617,661)	$ 13,375,930
TOTAL REVENUE WITH CARRY FORWARD	$ 1,007,569		$ 2,592,220		$ (1,584,651)	$ 31,106,644
EXPENDITURES						
TOTAL ADMINISTRATIVE	$ 177,230		$ 272,805		$ (95,574)	$ 3,273,655
TOTAL PLANT	$ 441,634		$ 1,199,481		$ (757,847)	$ 14,393,777
TOTAL FIELD	$ 131,166		$ 861,398		$ (730,233)	$ 10,336,777
TOTAL EXPENDITURES	$ 750,030		$ 2,333,684		$ (1,583,654)	$ 28,004,209
AVAILABLE FOR DEBT SERVICE	$ 257,539					$ 3,102,435
Total Debt Service	$ 234,866					$ 2,818,390
Excess Revenues (Expenses) After Debt Service	$ 22,673					$ 284,045

Debt Service Coverage - Current	Debt Service-Budget
1.10	1.10

Debt Service Requirement 1.10

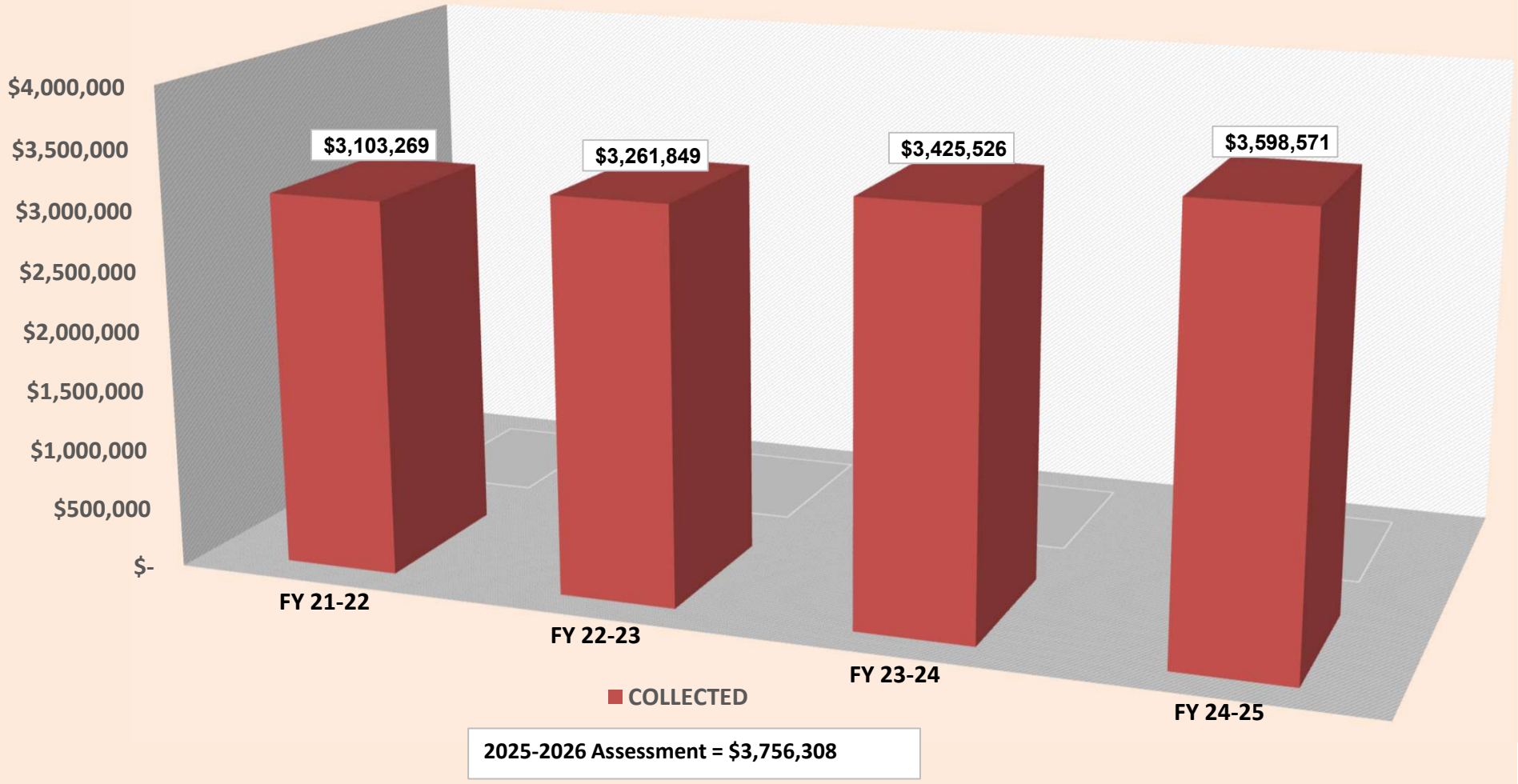
*** Year end adjustments to W&S Revenue**
$1,006,579 accrued back to Sept 2025

CORAL SPRINGS IMPROVEMENT DISTRICT
General Fund
SUMMARY REPORT

For Period Ending 10/31/25

	Actual ENDING 10/2025	BUDGET THRU 10/2025	VARIANCE Actual to Budget (UNDERBUDGET)	ADOPTED BUDGET FY 2025-2026
REVENUES				
TOTAL REVENUES	$ 131,974	$ 341,500	$ (209,526)	$ 4,097,996
CARRY FORWARD	$ -	$ 225,649	$ (225,649)	$ 2,707,782
TOTAL REVENUE WITH CARRY FORWARD	$ 131,974	$ 567,148	$ (435,175)	$ 6,805,778
EXPENDITURES & RESERVES				
TOTAL ADMINISTRATIVE	$ 57,188	$ 77,056	$ (19,868)	$ 924,672
TOTAL STORMWATER	$ 60,184	$ 99,925	$ (39,741)	$ 1,199,106
TOTAL CAPITAL EXPENSES	$ 838,880	$ 331,833	$ 507,046	$ 3,982,000
TOTAL EXPENDITURES	$ 956,252	$ 508,815	$ 447,437	$ 6,105,778
RESERVES				
RESERVED FOR OPERATING	-	37,500	(37,500)	450,000
RESERVED FOR PROJECTS AND EMERGENCIES	-	20,833	(20,833)	250,000
TOTAL OPERATIONAL EXPENDITURES & RESERVES	$ 956,252	$ 567,148	389,104	$ 6,805,778

NON AD VALOREM ASSESSMENTS COLLECTED BY YEAR



FIFTH ORDER OF BUSINESS

ALLIED UNIVERSAL CORPORATION
Established 1954

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

Allied Universal Corp agrees to provide Coral Springs Improvement District with all services, terms, and conditions listed in Event No. 519 with the City of Fort Lauderdale. Allied Universal Corp agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Allied Universal Corp agrees that it is their obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Mona Slaughter
11555 Heron Bay Blvd, Suite 201 Coral Springs, FL 33076
(O) 407.566.4385
Email: PublicRecords@inframark.com

Allied Universal Corp Representative		CSID Representative	
Title: President / CEO		Title: _____	
Name: (Print) Tim Parker		Name: (Print) _____	
_____	10/26/22	_____	_____
Signature	Date	Signature	Date

Event # 519-2

Name: Sodium Hypochlorite (Co-Op)

Description: The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Sodium hypochlorite for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (IFB). This is a cooperative IFB issued by the City of Fort Lauderdale on behalf of the Southeast Florida Governmental Cooperative Purchasing Group.

This is an initial two (2) year contract with two, one (1) year renewal terms.

Buyer: MOHAMMED, STEFAN
Status: Pending Award
Event Type: IFB
Currency: USD

Sealed Bid: Yes
Respond To All Lines: No
Q & A Allowed: Yes
Number Of Amendments: 2
Display Bid Tabulation: Display When Event Closed For Bidding

Event Dates

Preview:
Q & A Open: 08/14/2025 08:00:00 AM
Open: 08/13/2025 02:00:00 PM
Q & A Close: 09/03/2025 05:00:00 PM
Close: 09/05/2025 02:00:00 PM
Dispute Close:

Questions

Question	Response Type	Attachment
Did you complete all the required forms?	Yes No Text	Event 519- Sodium Hypochlorite Required Forms.pdf

Attachments

Name	Attachment
1. General Conditions	1. General Conditions - Rev 08-2023.pdf
Event 519- Sodium Hypochlorite (Co-Op).pdf	Event 519- Sodium Hypochlorite (Co-Op).pdf

Event # 519-2: Sodium Hypochlorite (Co-Op)

Name	Attachment
Cooperative Purchase Addendum (1064086.4) 08-20-25.docx	Cooperative Purchase Addendum (1064086.4) 08-20-25.docx

Contacts

Name	Email Address
STEFAN MOHAMMED	smohammed@fortlauderdale.gov
MARIE FLYNN	mflynn@fortlauderdale.gov

Commodity Codes

Commodity Code	Description
190-68	Oxidizing and Bleaching Agents
505-25	Chlorine and Peroxygen Bleaches
885-84	Sodium Hydroxide

Line Details

Line 1: Sodium hypochlorite- Tanker Load

Description: Sodium hypochlorite- Tanker Load

Item: 519-1-SODIUM HYPOCHLORITE FULL Sodium hypochlorite- Tanker Load

Long Item Description: City of Fort Lauderdale anticipated usage: 340,000 gallons over 2 years.

Based on past usage, the co-op anticipates usage of 11,730,000 gallons for the two year contract. However past usage is not indicative of future usage.

Commodity Code: 885-84 Sodium Hydroxide

Quantity: 340,000.0000 **Unit of Measure:** GA

Require Response: No **Price Breaks Allowed:** No **Allow Alternate Responses:** No

Event # 519-2: Sodium Hypochlorite (Co-Op)

Add On Charges Allowed: No

Line 2: Sodium hypochlorite- Less than tanker load

Description: Sodium hypochlorite- Less than tanker load

Item: 519-2-SODIUM HYPO LESS THAN FULL Sodium hypochlorite- Less than tanker load

Long Item Description: Based on past usage, the Co-op anticipates usage of 417,000 gallons for a two year term, however past usage is not indicative of future usage.

Commodity Code: 190-68 Oxidizing and Bleaching Agents

Quantity: 1.0000

Unit of Measure: GA

Require Response: No

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Sodium hypochlorite for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (IFB). This is a cooperative IFB issued by the City of Fort Lauderdale on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced below.

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Stefan Mohammed, at (954) 828-5351or email at Smohammed@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's online strategic sourcing platform shall become part of any contract that is created from this ITB.

1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in

this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

Delivery is required within two business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

All deliveries are to be shipped F.O.B. Destination, Freight included.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

All work is to be performed during normal working hours unless requested otherwise by the participating agency. Contractor must provide name and contact information as references for facilities that have been provided the same or similar products and service.

Each participating agency may have special delivery instructions that they shall address on an individual basis.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work

completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website.

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation

must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42, and Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

2.19 Local Business Preference – N/A

2.20 Disadvantaged Business Enterprise Preference – N/A

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: Click Here

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: Click Here

2.22 Public Entity Crimes

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2024), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.23.3 Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Bid Security – N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- **a.** The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- **b.** The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- **c.** In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- **d.** In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- **e.** The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- **f.** The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- **g.** The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- **h.** The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
c/o Procurement Services Division
401 SE 21st Street
Fort Lauderdale, FL 33316

2.26.5 The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

2.26.6 If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.26.7 The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

2.26.8 Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

2.26.10 The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

SPECIALIZED COVERAGES

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than $1,000,000 per claim limit and provide a valid EPA identification number.

2.27 Insurance – Sub-Contractors

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.28 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than $1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.29 Award of Contract

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

AND

IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.

2.30 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.31 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.32 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.32.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.32.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.32.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.32.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.33 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.34 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.35 Approved Equal or Alternative Product Bids – N/A

Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed.

2.36 Contract Period

The initial contract term shall commence upon the date of award by the City and shall expire two years from that date. The City reserves the right to extend the contract for two, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.37 COST ADJUSTMENTS (Fixed Price with Economic Price Adjustment: Escalator/De-escalator)-

The prices offered shall be firm and fixed price for the initial contract term of two years. The City, at its sole discretion, may conduct industry or market research to determine whether economic/market conditions support an increase or decrease price adjustment during the renewal term of the contract. Such adjustment, as determined by the City, shall be based on the latest yearly percentage increase or decrease in the All-Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%). The yearly increase or decrease in the CPI shall be the latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior. The City's designated Senior Procurement Specialist/Procurement Specialist will fully document its economic/market analysis to support its recommendation to make a price adjustment upward or downward to the contract. The Chief Procurement Officer may, after reviewing the recommendation, refuse to accept the adjusted costs if they are excessive, or if decreases are considered insufficient.

The City's price adjustment determination will be communicated to the supplier at least ninety (90) days prior to the contract anniversary date of contract renewal. If said communication is not received by the supplier by the above stated timeframe, it shall be construed that no price adjustment will occur during the renewal period. Any approved cost adjustments shall become effective on the beginning date of the approved contract renewal period.

2.38 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contact, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.39 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.40 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements, and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.41 Substitution of Personnel – N/A

2.42 Ownership of Work – N/A

2.43 Condition of Trade-In Equipment – N/A

2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.45 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

2.46 Service Organization Controls - N/A

2.47 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith,

without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: Click Here. Tabulations of receipt of those parties responding to a formal solicitation may be found at: Click Here. Any interested party may call the Procurement Services Division at 954-828-5933, or email ProcurementSupport@fortlauderdale.gov, for more information.

2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. 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 (2022), as may be amended or revised, 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 contract term and following completion of this contract if the Contractor does not transfer the records to the City.

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

2.51 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal, and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding, and destruction of protected information.

- **PCI Attestation of Compliance (AoC):**
  - Contractor must provide a current PCI Attestation of Compliance (AoC) signed by a PCI Qualified Security Assessor (QSA) at the time of proposal submission.
  - The AoC must be dated no older than one year. If the AoC exceeds this timeframe, a bridge letter signed by a QSA must be provided.
  - Failure to submit a valid AoC and, if applicable, a bridge letter, shall result in the bid being deemed non-responsive.
  - The City is the sole judge in determining the acceptability of the AoC and any accompanying documentation.

- **Ongoing PCI Compliance:**
  - Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards.
  - Contractors must provide updated PCI compliance documentation, including a new AoC, upon request by the City of Fort Lauderdale.

Failure to maintain PCI compliance or to provide requested documentation may result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1. SCOPE

The City of Fort Lauderdale, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) is requesting bids to provide a firm fixed price for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads as specified herein.

2. SPECIFICATIONS AND REQUIREMENTS

Product specifications'(as per ANSI/AWWA 300-24 standard for Hypochlorite latest revision):

- Trade name: Hypochlorite Solution, Bleach
- Chemical formula: NaOCI
- Specific gravity: at 20C -U -1,2
- Molecular weight 7 4.5
- Appearance: Light-yellow to green clear liquid solution Solubility in water: Complete
- Freezing Temperature: minus 7C to minus 10C
  12% Solution Strength and pH range of 11 to 13

3. Standards

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects, It is the responsibility of the Contractor to inform the participating agency that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification may constitute sufficient grounds for immediate termination of the contract between the participating agency and the Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine (i.e., 12.0 Trade Percent).

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Sampling and testing shall be in accordance with EPA and AWWA 300-24 standards and NSF certification must be provided with every delivery.

4. Clean Tank Guarantee

At any time during the performance of this Agreement, if any participating agency has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall clean out the tank at no charge to the participating agency within seven (7) days, unless such timeframe is extended by the participating agency. The cleanout should be done in such a manner so that it is done safely with no Joss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit

a procedure to the participating agency for the approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of the participating agency. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the participating agency. Failure of the Contractor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the participating agency) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the participating agency and the Contractor.

5. DELIVERY LOCATIONS, SIZE OF TANKS AND ESTIMATED ANNUAL USAGE FOR EACH PARTICIPATING AGENCY.

Please note: Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.

6. SODIUM HYPOCHLORITE- TANKER LOAD- TOTAL ESTIMATED GALLONS PER YEAR 5,865,000 Two-year Co-op estimated usage: **11,730,000 gallons.**

   SODIUM HYPOCHLORITE- LESS THAN A TANKER LOAD- TOTAL ESTIMATED GALLONS PER YEAR : 208,500 Two-year Co-Op estimated usage : **417,000 gallons.**

Agency/ Delivery Location	Number of Tanks	Tank Size (Gal)	Estimated Annual Usage Gallons	Special Note
City of Fort Lauderdale 1500 South State Road 7 Fort Lauderdale, FL 33317	3	**11,600**	**170,000**	
City of Hollywood 3441 Hollywood Blvd Hollywood FL, 33021 Contact: Jorge Marin Phone: 954-967-4230	7 2	10,000 500	**800,000** **2000 (LTFL)**	2" Cam lock Fitting Female offload hose
City of Pembroke Pines (3 locations) 7960 Johnson St 21800 N 7 Manor (Us27 and Pines) 13955 Pembroke Rd Pembroke Pines FL 33027 Contact: Kevin Stone/ Victor Loen Phone: 754-260-4513 Phone 754-260-4477	8	**2- 11,500** **2-2000** **1-1150** **1-8200** **1-900** **1-600**	**300,000** 35000 (LTFL)	2" male, Cam-lock tank fitting

City of Dania Beach 1201 Stirling Road Dania Beach, FL 33004 Contact: Nate Costa Phone: 954-924-3747	3	**1,500**	**60,000 (LTFL)**	Plastic cam lock tank fitting
Coral Springs Improvement District 10300 NW 11th Manor Coral Springs, FL 33071 Contact: Christian McShea Phone: 954-773-6419	3	**5,925**	**165,000**	2" cam lock female tank fitting. Requires full safety gear when offloading chemicals.
Broward County Water and Wastewater Services				
3701 North State Road 7 Lauderdale Lakes, FL 33316 Contact: Michael Belight Phone: 954-831-0940	4	**7,300**	**400,000**	2" (poly) cam lock tank fitting
3598 West Prospect Road Fort Lauderdale, FL 33309 Contact: Michael Belight Phone: 954-831-0940	2	**450**	**12,000 (LTFL)** Partial loads to stations	
3901 NW 66th Street Fort Lauderdale, FL Contact: Michael Belight Phone: 954-831-0940	2	**250**		
300 NW 66th Street Fort Lauderdale, FL 33309 Contact: Michael Belight Phone: 954-831-0940	2	1300		
1390 NE 50th Street Pompano Beach, FL 33064 Contact: Xavier Allen Phone: 954-831-4109	6	**14,000**	**800,000**	
4980 SW 40th Avenue Dania Beach, FL 33312 Contact: Daniel Riera Phone: 954-831-4117	2 4	1000 3500	**60,000(LTFL)** These will be partial loads to stations 3B, I3B9, I3B8 and 3C	
4550 SW 38th Street West Park, FL 33023 Contact: Daniel Riera Phone: 954-831-4117	1	**350**		
1600 South Park Road Hollywood, FL 33021 Contact: Daniel Riera Phone: 954-831-4117	2	**400**		

1751 SW 57th Avenue Hollywood, FL 33023 Contact: Daniel Riera Phone: 954-831-4117	2	**400**		
2400 SW 67th Avenue Miramar, FL 33023 Contact: Daniel Riera Phone: 954-831-4117	2	**1,100**		
2401 North Powerline Road Pompano Beach, FL 33069 Contact: Romaine Rose Phone: 954-831-3078	4 4	**6500** 12,700	**1,000,000**	
City of Boynton Beach				
5469 W Boynton Beach Blvd Boynton Beach, FL 33437 Contact: Ford Babcock Phone:561-742-6955	2	**20,000**	**520,000**	3" cam lock male tank fitting
1620 South Seacrest Blvd Boynton Beach, FL 33435 Contact: Bill Newsome Phone: 561-742-6953	1	**20,000**		3" cam lock male tank fitting
City of Margate				
980 NW 66th Avenue Margate, FL 33063 Contact: Peter O'Laughlin Phone: 954-972-0828	2	**6600**	**24,000**	2" Bonjo female tank fitting
6630 NW 9th Street Margate, FL 33063	2 1	**8,100** **3,000**	**30,000**	2" PVC Cam lock male tank fitting
Town of Davie 7351 Sw 30th st Davie, FL 33314	1	**15,000**	**260,000**	2" male cam lock fitting
3500 Nw 76 ave Hollywood, FL 33324	2	**7,800**	**Total above**	2" male cam lock fitting
City of Sunrise Utilities				
Sawgrass Utility Complex 1450 NW 8th Street Sunrise, FL 33325	4 2 1 1		**12,500 3,200** **10,000** **600**	**366,000**
Springtree Utility Complex 4350 Springtree Drive Sunrise, FL 33351	4 2 1		**15,000** **8,100** **3,000**	**302,000**

Southwest WTP 15400 Watermill Road Davie, FL 33331	2	**2,500**	**33,000 (LTFL)**
Southwest WWTP 15400 Slydgemill Road Davie, FL 33331	2	**2,000**	**18,000 (LTFL)**
City of Margate 6630 Nw 9th st Margate Fl 33063	3	**8100** **8100** **3000**	**30,000**
City of Miramar 13900 Pembroke rd Miramar, FL 33027	5	**3500**	**340,000**
City of Delray Beach 200 SW 6th St Delray Beach, FL 33444 Contact: Amirbahador Zandi Tel: 561-243-7330	2	**10,000**	**358,000** **20,000 (LTFL)**

END OF SECTION

Executive Summary Report

Of

Event: 519-2 - Sodium Hypochlorite (Co-Op)

Buyer: STEFAN MOHAMMED

Date Range: 08/13/2025 02:00:00 PM - 09/05/2025 02:00:00 PM

Suppliers Notified: 71

Notified Suppliers Responding: 2

All Suppliers Responding: 2

Suppliers Responding

Supplier	Contact	Phone Number	E Mail	City	State Or Province	Total Bid Amount	Total Awarded	Response Attachment Exists
Allied Universal Corporation	Cristhianne Munguia	3058882623	Bids@Allieduniversal.com	Miami	FL	564,401.76	0.00	Yes
Odyssey Manufacturing Company	Patrick Allman	813-635-0339	pallman@odysseymanufacturing.com	Tampa	FL	618,801.98	0.00	Yes

Event Lines And Responses

Item	Description	Unit of Measure	Quantity
519-1-SODIUM HYPOCHLORITE FULL-	Sodium hypochlorite- Tanker Load	GA	340,000.0000

Responses

Supplier	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Allied Universal Corporation	340,000.0000	GA	1.660	0.00
Odyssey Manufacturing Company	340,000.0000	GA	1.820	0.00

Item	Description	Unit of Measure	Quantity
519-2-SODIUM HYPO LESS THAN FULL-	Sodium hypochlorite- Less than tanker load	GA	1.0000

continued...

Responses				
	Bid Quantity	Unit of Measure	Unit Price	Award Amount
Supplier	1.0000	GA	1.760	0.00
Allied Universal Corporation	1.0000	GA	1.980	0.00
Odyssey Manufacturing Company				

Header Questions And Responses

QUESTION

Did you complete all the required forms?

Question Responses			
	Name	Answer	Send To CM
Supplier	Allied Universal Corporation	Yes-Yes, all requuired forms have been completed.	Yes
80	Odyssey Manufacturing Company	Yes-yes	Yes
1892			

Contacts

Name	Email
MARIE FLYNN	mflynn@fortlauderdale.gov
STEFAN MOHAMMED	smohammed@fortlauderdale.gov

Q And A

Supplier	Question	Answer
Allied Universal Corporation	Good afternoon, Please confirm that only the government entities listed	Yes, only members of the Southeast Florida NiGP can partake in this bid.

continued...

Supplier	Question	Answer
	on the bid may be part of this bid. Thank you.	

Tabulation Of Bids

Event # : 519

Version: 2

Name: Sodium Hypochlorite (Co-Op)

Description: The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Sodium hypochlorite for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (IFB). This is a cooperative IFB issued by the City of Fort Lauderdale on behalf of the Southeast Florida Governmental Cooperative Purchasing Group.

This is an initial two (2) year contract with two, one (1) year renewal terms.

Open Date: 08/13/2025 02:00:00 PM **Close Date:** 09/05/2025 02:00:00 PM

Event Currency: USD

Supplier	Bid Amount
Allied Universal Corporation 3901 NW 115 Avenue Miami, FL 33178	564,401.76
Odyssey Manufacturing Company 1484 Massaro Blvd. Tampa, FL 33619	618,801.98

Items

Item: 519-1-SODIUM HYPOCHLORITE FULL

Description: Sodium hypochlorite- Tanker Load

Long Item Description: City of Fort Lauderdale anticipated usage: 340,000 gallons over 2 years.

Based on past usage, the co-op anticipates usage of 11,730,000 gallons for the two year contract. However past usage is not indicative of future usage.

Tabulation Of Bids For Event # 519: Sodium Hypochlorite (Co-Op)

Unit of Measure: GA **Quantity:** 340,000.0000

	Quantity	Unit Price	Extended Amount
Allied Universal Corporation	340,000.0000	1.660	564,400.00
Odyssey Manufacturing Company	340,000.0000	1.820	618,800.00

Item: 519-2-SODIUM HYPO LESS THAN FULL

Description: Sodium hypochlorite- Less than tanker load

Long Item Description: Based on past usage, the Co-op anticipates usage of 417,000 gallons for a two year term, however past usage is not indicative of future usage.

Unit of Measure: GA **Quantity:** 1.0000

	Quantity	Unit Price	Extended Amount
Allied Universal Corporation	1.0000	1.760	1.76
Odyssey Manufacturing Company	1.0000	1.980	1.98

CITY OF FORT LAUDERDALE
City Commission Agenda Memo **#25-0940**
REGULAR MEETING

TO: Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM: Rickelle Williams, City Manager

DATE: October 23, 2025

TITLE: Motion Approving Agreements for Invitation to Bid No. 519-2, Purchase of Sodium Hypochlorite - Allied Universal Corporation and Odyssey Manufacturing Company - $564,402 (Two-Year Aggregate) - (**Commission Districts 1, 2, 3 and 4**)

Recommendation

Staff recommends the City Commission approve agreements, in substantially the forms attached, for the purchase of sodium hypochlorite from Allied Universal Corporation and Odyssey Manufacturing Company for an initial two (2)-year term in the estimated aggregate amount of $564,402; and authorize the City Manager to execute the agreements and approve two (2) one (1)-year renewal options for an estimated annual aggregate renewal amount of $282,201, for a potential total contract amount of $1,128,804, contingent upon appropriation of funds.

Background

During the water treatment process, sodium hypochlorite is added to the finished water at the Peele Dixie Water Treatment Plant to deliver a disinfectant residual sustained throughout the distribution system. During a two (2)-year term, the City expects to utilize approximately 340,000 gallons of sodium hypochlorite delivered via tanker trucks.

The City of Fort Lauderdale is a lead agency for the Southeast Florida Governmental Cooperative (Co-op), a collective of approximately 45 governmental entities that combine their purchasing power to provide cost savings and achieve fixed and firm prices to all entities by utilizing standardized requirements for common basic line items. This Co-op contract will allow other municipalities and governmental entities in need of sodium hypochlorite to receive the same product and services under the same terms, conditions and prices.

On August 13, 2025, the City, via the Procurement Services Division issued Invitation to Bid (ITB) No. 519-2. The bid was extended to entice competition and on September 5, 2025, the bid opened with two (2) responses submitted by Allied Universal Corporation and Odyssey Manufacturing Company. Other potential suppliers that were invited to bid cited not having sufficient capacity as the reason for not submitting a bid.

The bid responses provided by both Allied Universal Corporation and Odyssey Manufacturing Company have met the ITB criteria and both organizations have been deemed responsive and responsible bidders. Therefore, staff recommends both Allied Universal Corporation and Odyssey Manufacturing Company for award. As the need for

the chemical arises, a purchase order will be issued to the lowest bidder capable of timely delivery.

Resource Impact

There will be a fiscal impact to the City in the estimated amount of $282,201. Funds are available in the FY 2026 Operating Budget in the account listed below.

Funds available as of October 1, 2025					
ACCOUNT NUMBER	**INDEX NAME (Program)**	**CHARACTER CODE/ SUB-OBJECT NAME**	**AMENDED BUDGET (Character)**	**AVAILABLE BALANCE (Character)**	**AMOUNT**
10-450-7406-536-30-3717	Peele/Dixie Operations	Sodium Hypochlorite	$1,820,812	$1,820,812	$282,201
			PURCHASE TOTAL ►		$282,201

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Infrastructure and Resilience Focus Area, Goal 3: Be a sustainable and resilient community.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan*:* We Are Ready.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- Sanitary Sewer, Water, & Stormwater Element
- Goal 2: Develop and maintain an adequate wastewater collection and treatment system, which meets existing and projected needs of the City and adjacent users in the Central Wastewater Region.
- Goal 3: Develop and maintain an adequate water supply, treatment and distribution system, which meets the existing and projected needs of the service area in an efficient, economical, and environmentally sensitive manner.

Attachments

Exhibit 1 - Solicitation
Exhibit 2 - Bid Tabulation

Prepared by: Stefan Mohammed, Senior Procurement Specialist, Procurement Services
Mary Ann Walder, Administrative Supervisor, Utility Services
Matthew Eaton, Senior Administrative Assistant, Procurement Services

Department Directors: Talal Abi-Karam, Utility Services
Glenn Marcos, Procurement Services

City of Fort Lauderdale

https://fortlauderdale.legistar.com/Calendar.aspx
www.fortlauderdale.gov/fltv
www.youtube.com/cityoffortlauderdale
Cable Television - Comcast Channel 78 and AT&T U-verse Channel 99

Action Summary

Thursday, October 23, 2025

6:00 PM

Broward Center for the Performing Arts - Mary N. Porter Riverview Ballroom - 201 SW 5th Avenue, Fort Lauderdale, Florida 33312

City Commission Regular Meeting

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS Mayor
JOHN C. HERBST Vice Mayor - Commissioner - District 1
STEVEN GLASSMAN Commissioner - District 2
PAM BEASLEY-PITTMAN Commissioner - District 3
BEN SORENSEN Commissioner - District 4

RICKELLE WILLIAMS, City Manager
DAVID R. SOLOMAN, City Clerk
D'WAYNE M. SPENCE, Interim City Attorney
PATRICK REILLY, City Auditor

PUBLIC APPEARANCES BEFORE THE CITY COMMISSION:

If any person wishes to address the City Commission, the person shall sign up in the Broward Center for the Performing Arts - Mary N. Porter Riverview Ballroom lobby. A member of the City Clerk's Office Staff will be there to assist. Speaker Cards are given to the Mayor. After being recognized by the Mayor, the speaker should approach the podium, identify the agenda item in question, indicate support, opposition, or neutrality on the agenda item, and then proceed to succinctly state the speaker's position or present information.

If an attorney, or any other person appears before the Commission in a representative capacity, the attorney, or other representative shall also sign up in the Broward Center for the Performing Arts - Mary N. Porter Riverview Ballroom lobby. A member of the City Clerk's Office Staff will be there to assist. After being recognized by the Mayor, the speaker should approach the podium, identify the client(s) being represented, and identify the agenda item in question. The speaker shall then indicate the client's support, opposition, or neutrality on the agenda item and then proceed to succinctly state the client's position or present information on behalf of the client(s).

Pursuant to Section 3.13 of the Charter of the City of Fort Lauderdale, Florida, the Mayor shall maintain order at all meetings, and the Police Department, upon instructions of the Mayor, shall expel any person from the meeting who refuses to obey the order of the Mayor in relation to preserving order at the meetings. Any person who interrupts or disturbs a City Commission meeting, or who willfully enters or remains in a City Commission meeting having been warned by the Mayor to depart and who refuses to do so, may be subject to arrest.

AUXILIARY AIDS AND SERVICES: If you desire auxiliary aids or services or both to assist in viewing or hearing the City Commission meetings or reading the agenda and minutes for the meeting, please contact the City Clerk's Office at 954-828-5002 at a minimum of two days prior to the meeting and arrangements will be made to provide these services to you.

Pledge of Allegiance

ROLL CALL

Present: 5 - Commissioner Steven Glassman, Commissioner Pam Beasley-Pittman, Commissioner Ben Sorensen, Vice Mayor John C. Herbst and Mayor Dean J. Trantalis

Approval of MINUTES and Agenda

25-1033 Minutes for April 1, 2025, Commission Regular Meeting - (Commission Districts 1, 2, 3 and 4)

APPROVED AS AMENDED - Agenda Amended

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

PRESENTATIONS

PRES-1 25-1058 Mayor Trantalis Welcomes Mayor Angie Bell from Fort Lauderdale's Sister City, Cap-Haïtien, Haiti

PRESENTED

PRES-2 25-1050 Commissioner Glassman to present a Proclamation in Recognition of Princess Cruises' Star Princess Cruise Day - October 23, 2025

PRESENTED

PRES-3 25-1051 Commissioner Beasley-Pittman to present a Proclamation declaring October 20-26, 2025, as Florida City Week in the City of Fort Lauderdale

PRESENTED

PRES-4 25-1048 Commissioner Sorensen to present a Proclamation declaring October 23, 2025, as James Lichtenstein Day in the City of Fort Lauderdale

PRESENTED

CONSENT AGENDA PUBLIC COMMENT

CONSENT AGENDA

Approval of the Consent Agenda

Approve the Consent Agenda

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CONSENT MOTIONS

CM-1 25-0882 Motion Approving an Outdoor Event Agreement and Related Road Closure with Trustbridge Foundation, Inc. for the 2025 Uptown 5K on the Runway on November 15, 2025, at the Fort Lauderdale Executive Airport - (Commission District 1)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CM-2 25-0949 Motion Approving an Outdoor Event Agreement and Request for Amplified Music Exemption with Performing Arts Center Authority d/b/a Broward Center for the Performing Arts for the International Superyacht Society Award Gala on October 29, 2025 - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CM-3 25-0951 Motion Approving an Outdoor Event Agreement and Request for Road Closure, beyond 10:00 a.m. on the Barrier Island, with NBV Property Management LLC for the North Beach Village Relay Race on November 8, 2025, on Breakers Avenue - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CM-4 25-0952 Motion Approving an Outdoor Event Agreement and Request for Road Closure with Twinsplace LLC for Friday Dining in the Streets on the south side of NE 33 Street from State Road A1A to NE 33 Avenue every Friday from November 7, 2025, through and including January 30, 2026 - (Commission District 1)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CM-5 25-0839 Motion Approving an Interlocal Agreement with the City of Wilton Manors for Fire Rescue Services - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CM-6 25-0918 Motion Authorizing Execution of a Dock Lease Agreement with Rubber Duck Holdings, Inc. d/b/a Yachtsalesinternational.com, Retroactive to October 1, 2025, through September 30, 2026 - $114,261.60 - (Commission District 4)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CM-7 25-0934 Motion Approving a First Amendment to a Non-Exclusive Facility Use Agreement with Gold Coast Ski Club, Inc. for Use of the Lake at Mills Pond Park - (Commission District 3)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CM-8 25-0954 Motion Rejecting the Sole Proposal for Fort Lauderdale Beach Wave Wall Light Replacement - Request for Proposals (RFP) Event No. 482-2 - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CONSENT RESOLUTIONS

CR-1 25-0886 Resolution Authorizing Acceptance of a Drainage Easement with SHM LMC, LLC - River Oaks Neighborhood Stormwater Improvements - (Commission District 4)

ADOPTED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CR-2 25-0961 Resolution Endorsing the Broward Regional Comprehensive Safety Action Plan Priority Corridor Projects within the City of Fort Lauderdale to be amended into the Broward Metropolitan Planning Organization's Route to 2050 Metropolitan Transportation Plan - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CR-3 25-1010 Resolution Authorizing the City Manager to Execute a Consent to Sublease Between FXE Parcel 15, LLC and Signature Flight Support, LLC at the Fort Lauderdale Executive Airport - (Commission District 1)

ADOPTED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CONSENT PURCHASE

CP-1 25-0826 Motion Approving an Agreement for Invitation to Bid (ITB) Event No. 495-1, NE 15 Avenue at NE 13 Street Intersection Improvement - M & M Asphalt Maintenance Inc. d/b/a All County Paving - $113,260.77 - (Commission Districts 1 and 2)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CP-4 25-0940 Motion Approving Invitation to Bid No. 519-2, Purchase of Sodium Hypochlorite for Water Treatment Services - Allied Universal Corporation and Odyssey Manufacturing Company - $564,402 (Two-Year Aggregate) - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CP-5 25-0953 Motion Approving an Increase in Contract Cost Capacity to the Consultant Services Agreement for Melrose Manors Neighborhood Stormwater Improvements as a Part of the Fortify Lauderdale Initiative - HDR Engineering, Inc. - $346,157 - (Commission District 3)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

CP-2 25-0899 Motion Approving the Award for Invitation to Bid No. 517 for the Purchase of a Mobile Emergency Response Support (MERS) Portable Tower Trailer - Technology International, Inc. - $105,510 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CP-3 25-0926 Motion Approving an Agreement for the Proprietary Purchase of Annual Maintenance and Support for the Motorola 800 MHz P25 Trunked Radio System Equipment, Systems Upgrade Agreement, P1-CAD Interface, Components - Motorola Solutions, Inc. - $587,948.64 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

CR-4 25-1045 Resolution Authorizing the City Manager to Execute an Agreement and Subsequent Renewals with Florida Power and Light Company (FPL) for Light-Emitting Diode (LED) Street Lighting in the Melrose Park Neighborhood - $865,887.87 for construction and $35,939.43 in monthly costs - (Commission District 3)

ADOPTED

Yea: 4 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

Nay: 1 - Commissioner Glassman

MOTIONS

M-1 25-0920 Motion Selecting a City Attorney Finalist and Naming a City Official or Staff Member to Conduct Discussions with the Selected Finalist for the Purpose of Presenting Terms for a Proposed Employment Contract to the City Commission for Consideration - (Commission Districts 1, 2, 3 and 4)

APPROVED - Motion selecting Shari L. McCartney as the City Attorney finalist

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

APPROVED - Motion selecting Mayor Dean J. Trantalis to conduct discussions with the selected finalist, Shari L. McCartney, for the purpose of presenting terms of a proposed employment contract to the City Commission for consideration

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

M-2 25-0925 Motion Approving an Agreement for Invitation to Bid (ITB) No. 461-6 - Victoria Park Stormwater Improvements as a part of the Fortify Lauderdale Initiative - David Mancini & Sons, Inc. - $32,172,852.34 - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

M-3 25-0943 Motion Approving a Service Agreement and Business Associate Agreement with CommuniCare Technology, Inc., d/b/a Pulsara, for Patient Tracking Software Services - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

M-4 25-0959 Motion Approving Change Order No. 30 for Construction Management at Risk Services for the New Police Headquarters - Moss & Associates, LLC - $1,160,598.81 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 4 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Vice Mayor Herbst

M-5 25-1011 Motion Authorizing the Acceptance of Federal Emergency Management Agency (FEMA) Funds for the Assistance to Firefighters Grant (AFG) in the amount of $1,360,720 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

M-6 25-1033 Minutes for April 1, 2025, Commission Regular Meeting - (Commission Districts 1, 2, 3 and 4)

REMOVED FROM AGENDA

RESOLUTIONS

R-1 25-1042 Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

R-2 25-0927 Quasi-Judicial - Resolution Amending a Site Plan Level II Development with an Alternative Design - MV 407 N Andrews, LLC. - ArtsPark Lofts - 407 N. Andrews Avenue - Case No. UDP-A25032 - (Commission District 2)

Anyone wishing to speak must be sworn in. The Commission will announce any site visits, communications or expert opinions received and make them part of the record.

ADOPTED - Approving

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

R-3 25-0436 Resolution Levying the Fiscal Year 2026 Operating Millage Rate of 0.6111 and Debt Service Millage Rate of 0.3568 for the Downtown Development Authority (DDA) of the City of Fort Lauderdale - (Commission Districts 2 and 4)

ADOPTED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

R-4 25-0983 Resolution Approving the 2026 State Legislative Program for the City of Fort Lauderdale - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 4 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Vice Mayor Herbst

R-5 25-1026 Resolution Delegating the Authority to Receive, Review and Process, and Approve Plats and Replats on behalf of the City Commission to the City of Fort Lauderdale's Development Review Committee (DRC) and the Director of the Development Services Department (DSD) in Compliance with Florida Statute § 177.071 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

ORDINANCE SECOND READING

OSR-1 25-0875 Second Reading - Ordinance Amending the City of Fort Lauderdale Unified Land Development Regulations (ULDR) Section 47-24.1, Generally, Section 47-24.12, Variances, Special Exceptions and Interpretation of Unified Land Development Regulations, Section 47-26B.1, Procedure, Section 47-29.3, Zoning Administrator, and Section 47-33, Board of Adjustment, to Update Board of Adjustment Procedures and Allow for Administrative Review of De Minimis Variances - Case No. UDP-T25008 - (Commission Districts 1, 2, 3 and 4)

Two or more members of the Board of Adjustment may be present and participate in the discussion of this item at this meeting.

ADOPTED ON SECOND READING

Yea: 4 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

Nay: 1 - Vice Mayor Herbst

OSR-2 25-0941 Second Reading - Ordinance Amending the City of Fort Lauderdale Unified Land Development Regulations (ULDR) Section 47-24.1, Section 47-24.12 and Section 47-33.7 to Revise the Board of Adjustment Voting Requirements - Case No. UDP-T25008 - (Commission Districts 1, 2,3 and 4)

Two or more members of the Board of Adjustment may be present and participate in the discussion of this item at this meeting.

ADOPTED ON SECOND READING

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

OSR-3 25-0938 Second Reading - Ordinance Amending the City of Fort Lauderdale Unified Land Development Regulations (ULDR) Section 47-27.7 to Update Notice Requirements for Historic Designation Applications Submitted by an Eligible Non-Profit Corporation - Case No. UDP-T25007 - (Commission Districts 1, 2, 3 and 4)

ADOPTED ON SECOND READING

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

WALK-ON ORDINANCE

25-0980 WALK ON - First Reading - Ordinance Amending Chapter 25 of the City of Fort Lauderdale Code of Ordinances, Sections 25-129.4, 25-129.17 and 25-130 - Streets and Sidewalks, Undergrounding of Utility Facilities - Special Assessment Program - (Commission Districts 1, 2, 3 and 4)

PASSED FIRST READING

Yea: 5 - Commissioner Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst and Mayor Trantalis

ADJOURNMENT

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to coop@nigpsefl.org for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. 519-2

Description/Title: Sodium Hypochlorite

Initial Contract Term: Start Date: 11/30/2025 End Date: 11/29/2027

Renewal Terms of the Contract: 2 (No. of Renewals) Renewal Options for 1 year (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

SECTION #1 VENDOR AWARD

Vendor Name: Allied Universal Corp.

Vendor Address: 3901 NW 115 Ave, Miami, FL 33178

Contact: Newell David Stockdale

Phone: 786-347-7422 Fax: 937-401-2918

Cell/Pager: _____ Email Address: newells@allieduniversal.com

Website: www.allieduniversal.com FEIN: 59-0776285

VENDOR AWARD

Vendor Name: Odyssey Manufacturing Co.

Vendor Address: 1484Massaro Blvd Tampa, Fl 33619

Contact: Patrick Allman

Phone: 813-635-0339 Fax: 813-630-2589

Cell/Pager: 813-335-3444 Email Address: pallman@odysseymanufacturing.com

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: 10/23/25 Resolution/Agenda Item No.: CAM25-0940

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3 **LEAD AGENCY**

Agency Name: City Of Fort Lauderdale

Agency Address: 101 NE 3rd Ave, Fort Lauderdale, FL 33301

Agency Contact: Stefan Mohammed Email Smohammed@fortlauderdale.gov

Telephone: 954-828-5351 Fax: _____

SIXTH ORDER OF BUSINESS

Suburban Propane

Suburban Propane, L.P. agrees to provide Coral Springs Improvement District with all services, terms, and conditions listed in Contract 15111510-25-STC Liquefied Petroleum (LP) Gas with Florida Department of Management Services. Suburban Propane, L.P. agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Suburban Propane, L.P. agrees that it is their obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Mona Slaughter
11555 Heron Bay Blvd, Suite 201, Coral Springs, FL 33076
(O) 407.566.4385
Email: PublicRecords@inframark.com

Suburban Propane, L.P.

Title: VP Area Operations

Name: (Print) Sam Hodges

Signature 10/23/25 Date

Coral Springs Improvement District

Title: _____

Name: (Print) _____

Signature Date

EXHIBIT C, MARKUP SHEET

County	Bobtail Delivery (Group A) *Delivery of 4,500 gallons of LP Gas or less*				Transport Delivery (Group B) *Delivery of more than 4,500 gallons of LP Gas*	
	Initial Term (3 Years)		Renewal Term (3 Years)		Initial Term (3 Years)	Renewal Term (3 Years)
	Customer-Owned Tank, Markup per Gallon (a)	Vendor-Owned Tank, Markup per Gallon (b)	Customer-Owned Tank, Markup per Gallon (a)	Vendor-Owned Tank, Markup per Gallon (b)	Markup per Gallon	Markup per Gallon
Alachua	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Baker	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Bay	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Bradford	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Brevard	$0.540	$0.572	$0.550	$0.592	$0.424	$0.434
Broward	$0.520	$0.552	$0.530	$0.572	$0.424	$0.434
Calhoun	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Charlotte	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Citrus	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Clay	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Collier	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Columbia	$0.447	$0.479	$0.457	$0.499	$0.404	$0.414
Desoto	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Dixie	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Duval	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Escambia	$0.350	$0.387	$0.360	$0.407	$0.279	$0.289
Flagler	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Franklin	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Gadsden	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Gilchrist	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Glades	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Gulf	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Hamilton	$0.447	$0.479	$0.457	$0.499	$0.279	$0.289
Hardee	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Hendry	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Hernando	$0.572	$0.604	$0.582	$0.624	$0.404	$0.414
Highlands	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Hillsborough	$0.547	$0.579	$0.557	$0.599	$0.400	$0.410
Holmes	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Indian River	$0.540	$0.572	$0.550	$0.592	$0.400	$0.410
Jackson	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Jefferson	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Lafayette	$0.447	$0.479	$0.457	$0.499	$0.404	$0.414
Lake	$0.572	$0.604	$0.582	$0.624	$0.404	$0.414
Lee	$0.540	$0.572	$0.550	$0.624	$0.504	$0.514
Leon	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Levy	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Liberty	$0.350	$0.387	$0.360	$0.407	$0.279	$0.289
Madison	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Manatee	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Marion	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414

County	Bobtail Delivery (Group A) *Delivery of 4,500 gallons of LP Gas or less*				Transport Delivery (Group B) *Delivery of more than 4,500 gallons of LP Gas*	
	Initial Term (3 Years)		Renewal Term (3 Years)		Initial Term (3 Years)	Renewal Term (3 Years)
	Customer-Owned Tank, Markup per Gallon (a)	Vendor-Owned Tank, Markup per Gallon (b)	Customer-Owned Tank, Markup per Gallon (a)	Vendor-Owned Tank, Markup per Gallon (b)	Markup per Gallon	Markup per Gallon
Martin	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Miami-Dade	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Monroe	$0.700	$0.731	$0.710	$0.751	$0.552	$0.562
Nassau	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Okaloosa	$0.350	$0.387	$0.360	$0.407	$0.279	$0.289
Okeechobee	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Orange	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Osceola	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Palm Beach	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Pasco	$0.547	$0.579	$0.557	$0.599	$0.400	$0.410
Pinellas	$0.547	$0.579	$0.557	$0.599	$0.410	$0.420
Polk	$0.547	$0.579	$0.557	$0.599	$0.410	$0.420
Putnam	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Santa Rosa	$0.350	$0.387	$0.360	$0.407	$0.279	$0.289
Sarasota	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Seminole	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
St. Johns	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
St. Lucie	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Sumter	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Suwannee	$0.447	$0.479	$0.457	$0.499	$0.279	$0.289
Taylor	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Union	$0.447	$0.479	$0.457	$0.499	$0.321	$0.331
Volusia	$0.540	$0.572	$0.550	$0.592	$0.404	$0.414
Wakulla	$0.350	$0.387	$0.360	$0.407	$0.269	$0.279
Walton	$0.350	$0.387	$0.360	$0.407	$0.279	$0.289
Washington	$0.350	$0.387	$0.360	$0.407	$0.279	$0.289

State of Florida Advertisements

Invitation to Bid

Liquefied Petroleum (LP) Gas

Department of Management Services (DMS)

Advertisement Status: **CLOSED**
Last Edit Date/Time: 09/30/2025, 12:17 PM

Advertisement Number: ITB-13635
Agency Advertisement Number: 25-15111510-ITB
Version Number: 4

Published Date/Time: 08/20/2025 08:03 AM
Start Date/Time: 08/20/2025 08:03 AM
End Date/Time: 09/23/2025 02:00 PM

Commodity Codes

Code	Description
15111510	15111510: Liquified petroleum gas
15111501	15111501: Propane
72154056	72154056: Tank maintenance or repair service
72154057	72154057: Storage tank rental service

Questions and Answers has been posted to ITB No. 25-15111510-ITB

The Department is issuing this ITB to establish a State Term Contract for Liquefied Petroleum (LP) Gas. The Department intends to make multiple, statewide award(s); however, the Department reserves the right to award to one or multiple Bidders, statewide or by region, or to make no award, as determined to be in the best interest of the State.

Donna Williams, Bureau Chief, Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

Phone: 850-688-2901
Email: donna.williams@dms.fl.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

The State of Florida (State), Department of Management Services, invites interested vendors to submit a response to the Liquified Petroleum (LP) Gas ITB.

This solicitation and all addenda will be posted on the Vendor Information Portal (VIP). Vendors that respond to this solicitation are responsible for monitoring the VIP throughout the procurement for information regarding decisions and other matters relating to this procurement.

***Interested vendors must submit responses to this solicitation in the MyFloridaMarketPlace Sourcing Event via the SAP Business Network. To participate in this solicitation, interested vendors must refer to the How to Access the Sourcing Event in MyFloridaMarketPlace section, of the solicitation.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest concerning this agency decision or intended decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

Downloadable Files for Advertisement

Description	Date/Time
_ITB_Liquefied_Petroleum_Gas.pdf	Sep 30, 2025, 12:17:29 PM
Attachment_A-Scope_of_Work.pdf	Sep 30, 2025, 12:17:30 PM
Attachment_B-Mandatory_Responsive_Requirements.docx	Sep 30, 2025, 12:17:31 PM

Description	Date/Time
Attachment_C-Markup_Sheet.xlsx	Sep 30, 2025, 12:17:32 PM
Attachment_D-Enterprise_Standard_Terms_and_Conditions_9.12.2024.pdf	Sep 30, 2025, 12:17:34 PM
Attachment_E-PUR_1000-General_Contract_Conditions.pdf	Sep 30, 2025, 12:17:35 PM
Attachment_F-PUR_7801_Vendor_Certification_Form.docx	Sep 30, 2025, 12:17:36 PM
Attachment_G-Draft_Term_Contract.pdf	Sep 30, 2025, 12:17:37 PM
Attachment_H-PUR_2023-Provision_of_Commodities_Produced_by_Forced_Labor.docx	Sep 30, 2025, 12:17:39 PM
Attachment_I-Certification_of_Drug_Free_Workplace.docx	Sep 30, 2025, 12:17:40 PM
Attachment_J-Principal_Place_of_Business_Letter.docx	Sep 30, 2025, 12:17:41 PM
Attachment_K-PUR_1808_Common_Carrier_or_Contracted_Carrier_Attestation_Form.docx	Sep 30, 2025, 12:17:42 PM
Attachment_L-PUR_2024-Use_of_Coercion_for_Labor_and_Services.docx	Sep 30, 2025, 12:17:43 PM
Questions & Answers.pdf	Sep 30, 2025, 12:17:45 PM

For questions on a specific advertisement, contact the agency advertisement owner. Advertisements include the contact information for the agency advertisement. The agency advertisement owner is the point of contact for vendors with specific questions.

Copyright © 2020 State of Florida. MFMP Help Desk: 866-FLA-EPRO (866-352-3776) Privacy Statement

Department of MANAGEMENT SERVICES
We serve those who serve Florida

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

The State of Florida

Department of Management Services

Invitation to Bid (ITB)

Liquefied Petroleum (LP) Gas

ITB No: 25-15111510-ITB

Donna Williams, Procurement Officer
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
850-688-2901
donna.williams@dms.fl.gov

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

TABLE OF CONTENTS

1 INTRODUCTION 4

1.1 Timeline of Events 4

1.2 Definitions 4

1.3 Objective 6

1.4 Scope of Work 6

1.5 Term 6

1.6 Procurement Officer 6

1.7 Order of Precedence for Solicitation 6

1.8 Office of Supplier Development 7

1.9 Department's Rights to Reject Bids 7

2 THE ITB PROCESS 7

2.1 Question Submission 7

2.2 Addenda to the ITB 7

2.3 Public Opening 8

2.4 Special Accommodations 8

2.5 Mandatory Responsive Requirements 8

2.6 Preference to Florida Businesses 8

2.7 Equal Bids 9

2.8 Basis of Award 9

2.9 Electronic Posting of Notice of Intent to Award 11

2.10 Contract Formation 11

2.11 Other Requirements Following Award 11

2.11.1 Registration with the Florida Department of State 11

2.11.2 Florida Substitute Form W-9 11

2.11.3 PUR 7801 Vendor Certification Form 11

3 RESPONDING TO THE ITB 12

3.1 General Instructions 12

3.2 Special Instructions 12

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace 17

3.4 Modification or Withdrawal of Bid 18

3.5 Cost of Bid Preparation 19

3.6 Independent Preparation 19

3.7 False or Erroneous Information 19

1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes on the Vendor Information Portal (VIP) and in the Business Network.

Bidders shall not rely on the Business Network time clock. It is not the official submission date and time deadline. In the event of a technical malfunction or discrepancy in VIP or in the Business Network, the Timeline of Events listed in the solicitation document, or as may be revised by addenda, shall prevail.

Timeline of Events		
Event	**Time (Eastern Time)**	**Date**
Solicitation posted on VIP and in the Business Network		August 20, 2025
Deadline to submit questions in the Business Network	2:00 PM ET	August 26, 2025
Anticipated date of posting Q&A on VIP and in the Business Network		September 9, 2025
Deadline to submit bid and all required documents in the Business Network	2:00 PM ET	September 23, 2025
Public meeting: Bid Opening Betty Easley Conference Center 4075 Esplanade Way, Conference Room 152 Tallahassee, FL 32399-0950 or Conference Call No.: 888-585-9008 Conference Call Room No.: 145-153-086	3:00 PM ET	September 23, 2025
Anticipated date to post Notice of Intent to Award on VIP and in the Business Network		October 7, 2025
Anticipated Term Contract start date		Upon Execution

1.2 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this ITB document. All definitions apply in both their singular and plural sense.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Bidder – A Vendor who submits a Bid to this ITB.

Business Day – Monday through Friday, inclusive, from 8:00 a.m. to 5:00 p.m. Eastern Time, except for those holidays specified in section 110.117, F.S.

Business Network – The Business Network (formerly known as Ariba Network) is an online marketplace that connects vendors and buyers for solicitations, collaboration and purchasing transactions. A Business Network account is required to submit responses to electronic solicitations.

Commodity – A product. The terms “product(s)” and “commodity(ies)” may be used interchangeably throughout this ITB.

Commodity Code – The State’s numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contractor – A Vendor that enters into a Contract with the Department as a result of this solicitation.

Customer – As defined in Rule 60A-1.001(3), Florida Administrative Code.

Group – LP Gas delivery type that is described in Attachment A, Scope of Work and Attachment C, Markup Sheet.

Hattiesburg Average – The average price per gallon for propane for all companies at Hattiesburg, MS as listed in Butane-Propane’s (BPN) Weekly Propane Newsletter, Propane Price Update column, the day following the posted date of the most recent edition of the newsletter.

Liquefied Petroleum (LP) Gas – As defined in section 527.01(1), F.S.

Markup – A positive amount expressed as a decimal value out to ten thousandths of a U.S. Dollar ($#.####), as shown on Attachment C, Markup Sheet, that is added to the Hattiesburg Average in accordance with section 3.7 of Attachment A, Scope of Work.

Qualified Bidder – A responsive and responsible Bidder.

Term Contract – A legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the awarded Bidder(s) resulting from this solicitation.

Vendor – As defined in Rule 60A-1.001, Florida Administrative Code.

Vendor Information Portal (VIP) – The State of Florida's vendor registration, supplier development, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at https://vendor.myfloridamarketplace.com.

1.3 Objective

The Department is issuing this ITB to establish a State Term Contract for the purchase and delivery of Liquefied Petroleum (LP) Gas and for the rental and maintenance of LP Gas tanks. The State Term Contract resulting from this ITB will replace the existing Liquefied Petroleum Gas State Term Contract No. 15111510-19-01. The Department intends to make multiple statewide awards; however, the Department reserves the right to award to one or multiple Bidders, statewide or by region, or to make no award, as determined to be in the best interest of the State.

The existing Liquefied Petroleum Gas State Term Contract No. 15111510-19-01 has an average annual agency spend of $6,012,981.85. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

1.4 Scope of Work

Bidder(s) awarded a Term Contract under this ITB shall provide commodities and/or contractual services as described in Attachment A, Scope of Work.

1.5 Term

The term is as specified in Attachment G, Draft Term Contract.

1.6 Procurement Officer

In accordance with section 21 of the PUR 1001, incorporated by reference below, the Procurement Officer is the sole point of contact for this ITB. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Bid. The contact information for the Procurement Officer is:

Donna Williams
Bureau Chief, Division of State Purchasing
4050 Esplanade Way, Suite 360, Tallahassee, Florida 32399-0950
Phone: 850-688-2901
Email: donna.williams@dms.fl.gov

******ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL******

1.7 Order of Precedence for Solicitation

In the event of a conflict between the documents comprising this ITB, the conflict will be resolved in the following order of priority (highest to lowest):

a) Addenda to ITB, if issued (in reverse order of issuance)
b) Attachment A, Scope of Work
c) Attachment C, Markup Sheet
d) Attachment D, Enterprise Standard Terms and Conditions
e) Attachment G, Draft Term Contract
f) This ITB document
g) Other ITB attachments

1.8 Office of Supplier Development

The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

The Office of Supplier Development's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Development at 850-487-0915 or by email at: OSDhelp@dms.fl.gov.

1.9 Department's Rights to Reject Bids

The Department may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Term Contract may be rejected as not responsible. The Department reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible. The Department is placing vendors on notice of the prohibitions against considering social, political, or ideological interests in government contracting contained in section 287.05701, F.S.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Bidder over another or has a potentially significant effect on the quality of the Bid or on the cost to the State.

2 THE ITB PROCESS

2.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted in the Business Network by the time and date reflected in the 'Timeline of Events' section. Bidders are strongly encouraged to ask any questions regarding this ITB, including the proposed Term Contract terms and conditions, prior to the deadline to submit questions. The Department is not obligated to revise the solicitation or attachments and the answers posted to the Questions and Answers by the date in the Timeline of Events section of this ITB do not in themselves constitute addenda to this ITB.

2.2 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP and the Business Network. It is the Bidder's responsibility to check VIP and the Business Network for any changes throughout the solicitation process and prior to submitting a Bid.

2.3 Public Opening

Bids will be opened, and the names of Bidders will be announced at a public meeting on the date and at the location indicated in the Timeline of Events section, as may be revised by addenda. In accordance with section 119.071(1)(b), F.S., the Department will not provide other information regarding the received Bids at the public bid opening. Bidders are not required to attend the public bid opening.

2.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2.5 Mandatory Responsive Requirements

The Department will not review Bids from Bidders who do not meet the mandatory responsive requirements listed in Attachment B, Mandatory Responsive Requirements.

Note: The Department will perform an initial responsiveness check. Bids found to be non-responsive will not be considered for award. The Department reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Bid or Bidder.

2.6 Preference to Florida Businesses

Pursuant to the requirements of section 287.084(1)(a), F.S., if the "lowest responsible and responsive Bid**" is by a Bidder whose principal place of business is located outside the State, and whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, the Department will award a preference to the lowest responsive and responsible Bidder having a principal place of business within Florida, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsive and responsible Bidder has its principal place of business.**

If the lowest Bid is submitted by a Bidder whose principal place of business is located outside the State, and that state does not grant a preference in a competitive solicitation to Bidders having a principal place of business in that state, the lowest responsive and responsible Bidder having a principal place of business in this State will be granted a five percent preference.

If, pursuant to the Basis of Award section of this solicitation, the Department intends to award Term Contracts to multiple lowest responsive and responsible Bidders which includes Bidder(s) whose principal place of business is located outside of the State, then the Department will apply this preference to all responsive and responsible Bidders having a principal place of business within Florida.

Application of this preference will be accomplished by assessing the applicable percentage to the **Total Calculated Markup of the lowest responsive and responsible Bidder(s) whose principal place of business is located within Florida such that the preference is provided to all responsive and responsible Bidder(s) having a principal place of business within Florida. In other words, the applicable percentage will be applied to the responsive and**

responsible Bidder(s) having a principal place of business within Florida and the resulting amount subtracted from such Bidder(s)' Total Calculated Markup.

All Bidders must submit a completed **Attachment J, Principal Place of Business Letter, with the Bid submittal.**

2.7 Equal Bids

In the event that there is no multiple award contemplated in the ITB, and the Department receives equal Bids eligible for award, the Department will comply with the following, as applicable: sections 287.057(12), 287.082, 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Bidders' status with regard to the applicable statutory preference requirements, the Department may request information from Bidders with equal eligible bids. A Bidder will not be permitted to amend or supplement its Bid in response to such request for clarification.

2.8 Basis of Award

a) **GROUP A – Bobtail Delivery**

For each Bid submitted, the Bidder is required to provide a Markup per gallon for both Customer-Owned Tank (a) and Vendor-Owned Tank (b) for both the Initial Term and Renewal Term for each county in which the Bidder seeks to receive an award. The Department will not consider or evaluate a Bid for Bobtail Delivery (Group A) that fails to contain a Markup per gallon for both Customer-Owned Tank (a) and Vendor-Owned Tank (b) for both the Initial Term and Renewal Term for the county for which the Bidder is seeking to receive an award.

For each county, Bobtail Delivery (Group A) will be awarded to the responsible and responsive Bidder with the lowest Total Group A Calculated Markup for such county. The Department may issue up to an additional two awards for a particular county to the Bidder(s) who have the second and third lowest Total Group A Calculated Markups and are within 20 percent of the lowest Qualified Bidder's Total Group A Calculated Markup. In the event there is a tie between two or more Qualified Bidders for a particular county, the Department reserves the right to award more than three contracts to those Qualified Bidders with the lowest Total Group A Calculated Markups who fall within 20 percent of the lowest Qualified Bidder's Total Group A Calculated Markup.

The Bidder's individual Group A Calculated Markup for the Initial Term and Renewal Term will be calculated in Attachment C, Markup Sheet, which automatically adds the Bidder's submitted Customer-Owned Tank Markup per Gallon (a) and Vendor-Owned Tank Markup per Gallon (b) for the respective term of the Term Contract. The Bidder's Total Group A Calculated Markup for both the Initial Term and Renewal Term shall be calculated using the following formula:

$(A^I \times 0.6) + (A^R \times 0.4) = Z$

Where:

A^I = Initial Term Group A Calculated Markup
A^R = Renewal Term Group A Calculated Markup
Z = Total Group A Calculated Markup

b) **GROUP B – Transport Delivery**

For each Bid submitted, the Bidder is required to provide a Markup per gallon for both the Initial Term and Renewal Term for each county in which the Bidder seeks to receive an award. The Department will not consider or evaluate a Bid for Transport Delivery (Group B) that fails to contain both the Initial Term and Renewal Term for the county for which the Bidder is seeking to receive an award.

For each county, Transport Delivery (Group B) will be awarded to the responsible and responsive Bidder with the lowest Total Group B Calculated Markup for such county. The Department may issue up to an additional two awards for a particular county to the Bidder(s) who have the second and third lowest Total Group B Calculated Markups and are within 20 percent of the lowest Qualified Bidder's Total Group B Calculated Markup. In the event there is a tie between two or more Qualified Bidders for a particular county, the Department reserves the right to award more than three contracts to those Qualified Bidders with the lowest Total Group B Calculated Markups who fall within 20 percent of the lowest Qualified Bidder's Total Group B Calculated Markup.

The Bidder's Total Group B Calculated Markup shall be calculated using the following formula:

$(B^I \times 0.6) + (B^R \times 0.4) = Z$

Where:

B^I = Initial Term Group B Markup per Gallon
B^R = Renewal Term Group B Markup per Gallon
Z = Total Group B Calculated Markup

c) **Total Calculated Markups for Group A and Group B**

The calculation of the Bidder's Total Group A Calculated Markup and Total Group B Calculated Markup shall be calculated using the above formulas and will be calculated by the Procurement Officer.

d) **Department's Right to Award**

The Department reserves the right to award to one or multiple bidders, statewide or by region, or to make no award, as determined to be in the best interest of the State. The Department reserves the right to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State of Florida's best interest.

The Department reserves the right to award one or multiple Term Contracts, statewide or by region; to award Term Contract(s) for all or part of the work contemplated by this solicitation; or to make no award, as determined to be in the best interest of the State. The Department reserves the right to reject all Bids. The Department reserves the right to award Term Contract(s) to the next lowest responsive Bid(s) from responsive and responsible Bidder(s) to this solicitation if the Department cannot execute a Term Contract with a Bidder previously awarded a Term Contract. The Department reserves

the right to award to another vendor if the Department is unable to execute a Term Contract with the initially or previously awarded Bidder.

2.9 Electronic Posting of Notice of Intent to Award

The Department will electronically post a Notice of Intent to Award on VIP and in the Business Network in accordance with the Timeline of Events of this ITB, as may be revised by addenda. The Notice of Intent to Award will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.117, F.S.

2.10 Contract Formation

The Department may issue a Notice of Intent to Award to award Term Contract(s) to successful Bidder(s). The award does not imply execution of a Term Contract. No contract shall be formed between a Bidder and the Department until both parties sign the Term Contract. Customers shall not be liable for any work performed before the Term Contract is effective.

The Department intends to enter into the Term Contract(s) with Bidder(s) pursuant to the Basis for Award section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Term Contract unless they are specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

2.11 Other Requirements Following Award

2.11.1 Registration with the Florida Department of State

If awarded a Term Contract, the Bidder shall provide a PDF file of its current and active registration with the Florida Department of State prior to execution of a Term Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Bidders should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit https://dos.myflorida.com/sunbiz/.

2.11.2 Florida Substitute Form W-9

It is the responsibility of the awarded Bidder to complete a Florida Substitute Form W-9 prior to execution of a Term Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit https://flvendor.myfloridacfo.com/.

2.11.3 PUR 7801 Vendor Certification Form

It is the responsibility of an awarded Bidder to provide a completed Attachment F, PUR 7801 Vendor Certification Form prior to Term Contract execution and annually thereafter throughout the term of the Term Contract. A completed Attachment F, PUR 7801 Vendor Certification Form includes any required forms referenced therein.

3 RESPONDING TO THE ITB

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Sections 8, 10, 13, 17, and 18 of the PUR 1001 are deleted in entirety.

Sections 3, 4, 5, 7, 9, 11, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

3. Electronic Submission of Bids. Bids shall be submitted in accordance with the How to Access the Sourcing Event in MyFloridaMarketPlace section of this solicitation.

4. Terms and Conditions. All Bids are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response or hyperlinked therein. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, Antitrust Violator, and Forced Labor Vendor Lists.

a. Convicted Vendor List.
Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b. Discriminatory Vendor List.
Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to

a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Antitrust Violator Vendor List.
Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

d. Forced Labor Vendor List.
Pursuant to section 287.1346, F.S., a company placed on the Forced Labor Vendor List may not submit a bid, proposal, or reply on a contract to provide commodities to an agency; be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; or transact business for the provision of commodities with an agency. Additionally, an agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the forced labor vendor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to section 287.1346(5)(d), F.S.

9. Bidder's Representation and Authorization. In submitting a Bid, each Bidder certifies that it understands, represents, and acknowledges the following:

a. The Bidder is not currently under suspension or debarment by the State or any other governmental authority.

b. The Bidder currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Bid.

d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any other Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.

e. The Bidder has fully informed the Department in writing of all convictions of the Bidder, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the Bidder and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.

f. Neither the Bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:

   - Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
   - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

g. The products and services offered by the Bidder conform to the specifications contained herein without exception.

h. The Bidder has read and understands the terms and conditions listed in the Draft Term Contract, and the submission is made in conformance with those terms and conditions.

i. If an award is made to the Bidder, the Bidder agrees that it will execute the Draft Term Contract.

j. The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Bid.

k. The Bidder shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by the Bidder's Bid (including any errors therein).

l. All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Department in awarding the Term Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Bid. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Bidder non-responsive or non-responsible based on any information provided in, or omitted from, the Bidder's Bid related to the certifications of this section.

11. Performance Qualifications. The Customer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Vendor meet the Term Contract requirements. Vendor shall at all times during the Term Contract term remain responsive and responsible. In determining a Vendor's responsibility, DMS shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Vendor's capability to fully satisfy the requirements of the solicitation and the Term Contract.

A Vendor must be prepared, if requested, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If DMS determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, DMS may reject the response or terminate the Term Contract. A Vendor may be disqualified from receiving awards if Vendor, or anyone in Vendor's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon DMS to make an investigation either before or after award of the Term Contract, but should DMS elect to do so, a Vendor is not relieved from fulfilling all Term Contract requirements.

14. Firm Response. The Department intends to make an award within 60 days after the date of the opening, during which period Bids shall remain firm and shall not be withdrawn. If award is not made within 60 days, the Bid shall remain firm until the Department enters into a Term Contract or the Department receives from the Bidder written notice that the Bid is withdrawn.

15. Clarifying Information. The Department may request, and Bidder shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Bid being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Bids are public records and are subject to disclosure unless exempt from disclosure by law. If the Bidder considers any portion of its Bid to be Confidential Information, the Bidder is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Bid. For each portion redacted, the Bidder is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Bidder is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Bidder claims are Confidential Information are to be redacted.

In accordance with section 119.071(1)(b), F.S., Bids are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Bids, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request. If the Bidder fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department shall have no liability for release of such record. The foregoing will apply to every instance in which the Bidder fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Bidder may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are

responsive, the Department will provide the redacted copy to the requestor. If the Bidder has marked a record as "confidential" but failed to provide a redacted copy to the Department, the Department may notify the Bidder of the request and the Bidder may have up to ten (10) Business Days from the date of the notice to provide a Bidder-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Bidder such an assertion has been made. The notice will provide that if the Bidder seeks to protect the Bidder-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Bidder shall provide written notice to the Department of any cause of action filed. If the Bidder fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department will give the Bidder notice of the demand or request prior to disclosing any Confidential Information to allow the Bidder to seek a protective order or other appropriate relief at the Bidder's sole discretion and expense. If the Bidder fails to take appropriate and timely action to protect the materials it has designated as Confidential Information or fails to provide a redacted copy that may be disclosed, the Department will provide the unredacted materials to the requester.

By submitting a Bid, the Bidder agrees to protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Bidder's determination its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Bidder's redacted Confidential Information, the Bidder shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Bidder fails to continuously undertake the defense or settlement of such claim or if the Bidder and the Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Bidder shall be bound by any defense or settlement the Department may make as to such claim, and the Bidder agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Bidder's Confidential Information. The Department will also be entitled to join the Bidder in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace

3.3.1 VIP and Business Network Registration Requirements

A Vendor must be registered in the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP) to submit its intent to participate in this solicitation from the Advertisements Dashboard in VIP. A Vendor must also be registered in the Business Network (formerly known as Ariba Network) to submit questions and respond to this solicitation event.

a) **To Participate in this solicitation, a Vendor must:** Create an account through VIP at https://vendor.myfloridamarketplace.com if not already registered. For information on how to register in VIP, access MFMP training materials using the link in MFMP Training section below.

b) Once registered in VIP and logged into your company's VIP account, search for this solicitation from the Advertisements Dashboard and click **"Intends to Participate."**

c) The Vendor's **solicitation contact as listed in Vendor's VIP account** will receive an invitation to participate in the solicitation via email. This email will give the option to register the Vendor's company on the Business Network or to log into the Business Network using the Vendor's credentials if the Vendor already has a Business Network account.

If a Vendor is **NOT** registered in the Business Network, the Vendor must:

a) Register in the Business Network using the provided link received after selecting "Intends to Participate" in VIP. The Vendor must follow the registration wizard to fill in all required sections, read, and agree to the MFMP terms of use by checking the box, and click **"**Register**"** to complete the registration process.

   1) **The Vendor's contact** will receive an email from the Business Network confirming the registration of the Vendor's account. To activate the Vendor's account, select the "Click here to activate your Ariba account" link. This will direct the Vendor to the Business Network welcome page.

If a Vendor is registered in the Business Network and has selected it Intends to Participate in this solicitation:

a) Login using the login credentials to gain access to the Business Network home page.

b) To navigate to different tools, select the **"Business Network"** drop down menu at the top left-hand corner of the screen. To access sourcing (solicitation) events select **"Ariba Proposals & Questionnaires"** and review the **"Events"** list**.**

c) Review the "Events" list for the title of this solicitation's sourcing event.

   1) The sourcing event will either be displayed in the "Preview " or "Open" status.

A sourcing event can appear in various statuses based on where the solicitation is in the solicitation process. The possible statuses are defined below:

- Preview – The sourcing event has not yet been opened to receive responses, but the details of the solicitation can be reviewed and registered Vendors can submit questions via the Business Network.
- Open – The sourcing event is currently open for viewing and registered Vendors may respond to the solicitation.
- Pending Selection – The sourcing event is no longer receiving submissions for the solicitation, but an agency decision has not yet been posted on VIP.
- Completed - The sourcing event is no longer receiving submissions for the solicitation and an agency decision has been posted on VIP.

d) Click the sourcing event title to review the details of the event.

e) In the Event Details page, there is a "Checklist" of **steps which must completed before a Vendor can respond to this solicitation**, including accepting the Ariba Network's Respondent's Agreement.

For more information on reviewing and submitting a response, access MFMP training materials using the link in MFMP Training section below.

ALL VENDORS MUST SELECT 'INTENDS TO PARTICIPATE' IN VIP AND SUBMIT THEIR RESPONSE AND ALL REQUIRED DOCUMENTS IN THE BUSINESS NETWORK BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS (AS MAY BE REVISED BY ADDENDA) IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

NOTE: Changes made in VIP, including new registrations, may take up to 48 hours to take effect. Please do not wait until the last minute.

3.3.2 MFMP Training

MFMP University offers Vendor training materials on the Department's MFMP Vendor Training website. Please visit: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_university/mfmp_u_for_vendors to access the MFMP Vendor Guide for information on VIP registration, commodity codes, and responding to solicitations in the Business Network.

3.3.3. MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at (866) 352-3776 or VendorHelp@myfloridamarketplace.com. Note that specific questions regarding this solicitation must be submitted in accordance with the Question Submission section.

3.4 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their Bids. A Bidder may modify or withdraw its Bid in the Business Network at any time prior to the Bid due date and time set forth in the 'Timeline of Events' section, or as may be revised by addenda.

3.5 Cost of Bid Preparation
The costs related to the development and submission of a Bid are the full responsibility of the Bidder and are not chargeable to the Department.

3.6 Independent Preparation
A Bidder shall not, directly, or indirectly, collude, consult, communicate, or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a Bid.

3.7 False or Erroneous Information
A Bidder who submits false or erroneous information may be deemed non-responsive and not awarded a Term Contract. If the Bidder's Bid is found to contain false or erroneous information after Term Contract award, the Term Contract may be terminated, and the Department may pursue any other legal action available.

ITB ATTACHMENTS
Attachment A, Scope of Work
Attachment B, Mandatory Responsive Requirements
Attachment C, Markup Sheet
Attachment D, Enterprise Standard Terms and Conditions
Attachment E, PUR 1000 General Contract Conditions
Attachment F, PUR 7801 Vendor Certification Form
Attachment G, Draft Term Contract
Attachment H, PUR 2023, Provision of Commodities Produced by Forced Labor
Attachment I, Certification of Drug Free Workplace
Attachment J, Principal Place of Business Letter
Attachment K, PUR 1808 – Common Carrier or Contracted Carrier Attestation Form
Attachment L, PUR 2024 – Use of Coercion for Labor and Services

<u>Required</u> Documents to be submitted by Bidder prior to the deadline to submit a Bid and all required documents in the Business Network
Completed Attachment B, Mandatory Responsive Requirements
Completed Attachment C, Markup Sheet
Completed Attachment H, PUR 2023, Provision of Commodities Produced by Forced Labor
Completed Attachment J, Principal Place of Business Letter

<u>Optional</u> Documents to be submitted by Bidder prior to the deadline to submit a Bid and all required documents in the Business Network
Completed Attachment I, Certification of Drug Free Workplace (if applicable)

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

Department of MANAGEMENT SERVICES
We serve those who serve Florida

State Term Contract
No. 15111510-25-STC
For
Liquefied Petroleum (LP) Gas

This State Term Contract No. 15111510-25-STC ("Term Contract") is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Suburban Propane, L.P.** ("Contractor") with its principal place of business located at 240 Rt 10 West, Whippany, NY 07981; collectively referred to herein as the "Parties."

WHEREAS, the Department issued a competitive solicitation for Liquefied Petroleum (LP) Gas; and

WHEREAS, the Contractor was awarded as a result of such competitive solicitation.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The initial term of the Term Contract shall be for three years. The Term Contract will become effective on October 30, 2025 or on the date signed by all Parties, whichever is later. The Term Contract shall expire on October 29, 2028 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

a) This contract document
b) Exhibit A, Scope of Work
c) Exhibit B, Enterprise Standard Terms and Conditions
d) Exhibit C, Markup Sheet

3. Purchases off this Term Contract.

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
Sam Hodges
Suburban Propane, L.P.
6991 15th Street East
Sarasota, FL 34243
Telephone: (941) 755-3761
Email: shodges@suburbanpropane.com

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C04713020490485...

Name: Pedro Allende
Title: Secretary
Date: 10/28/2025 | 9:43 AM EDT

Contractor:
Suburban Propane, L.P.

Signed by:
By: Sam Hodges
BB0C3CCC1600840C...

Name: Sam Hodges
Title: Vice President Area Operations
Date: 10/24/2025 | 11:59 AM EDT

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

EXHIBIT A
SCOPE OF WORK

1. PURPOSE

To provide for the purchase and delivery of Liquefied Petroleum (LP) Gas and the rental and maintenance of LP Gas storage tanks, pursuant to the terms set forth in this Scope of Work.

2. DEFINITIONS

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this scope of work. All definitions apply in both their singular and plural sense.

Bobtail Delivery (Group A) – A delivery of 4,500 gallons of LP Gas or less. Bobtail delivery involves a truck with an attached tank and no trailer.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Group – LP Gas delivery type that is described in this Scope of Work and in Attachment C, Markup Sheet.

Commodity – A product. The terms "product(s)" and "commodity(ies)" may be used interchangeably throughout this scope of work.

Contractor – The person or entity that is a party to the Term Contract and is offering products or services for purchase.

Contractor's Contract Manager – The representative designated by the Contractor who will serve as the Contractor's single point of contact to provide or arrange for all aspects of Customer support and problem resolution.

Customer – As defined in Rule 60A-1.001(3), Florida Administrative Code.

Customer-Owned Tank – An LP gas tank that is not owned by the Contractor performing the LP gas delivery.

Department – The Department of Management Services, a State agency as defined in section 287.012, F.S., responsible for the administration of the Term Contract.

Department's Contract Manager – The representative designated by the Department who will oversee all aspects of the Term Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

Hattiesburg Average – The average price per gallon for propane for all companies at Hattiesburg, MS as listed in Butane-Propane's (BPN) Weekly Propane Newsletter, Propane Price Update column, the day following the posted date of the most recent edition of the newsletter.

Liquefied Petroleum (LP) Gas – As defined in section 527.01(1), F.S.

LP Gas Delivery – This refers to the delivery of one of the following to the Customer:

1. A Bobtail Delivery to a Customer-Owned Tank or Vendor-Owned Tank.
2. A Transport Delivery.

Markup – A positive amount expressed as a decimal value out to ten thousandths of a U.S. Dollar ($#.####), as shown on Attachment C, Markup Sheet, that is added to the Hattiesburg Average in accordance with section 3.7 of this Scope of Work.

Gas Processors Association (GPA) 2140 – These specifications generally define physical properties and characteristics of LP Gas which make them suitable for private, commercial, or industrial applications.

Vendor-Owned Tank – An LP Gas Tank that is owned by the Vendor and is rented by the Customer from the Contractor performing the LP Gas Delivery.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

Transport Delivery (Group B) – A delivery of more than 4,500 gallons of LP Gas. Transport delivery requires the use of a tanker trailer.

Vendor – As defined in Rule 60A-1.001, F.A.C.

3. SCOPE OF WORK

3.1 Description of Scope

The Contractor shall provide Customers with the sale and delivery of LP Gas; LP Gas storage tank rental; and LP Gas storage tank maintenance in accordance with the Term Contract, including this Scope of Work.

The purchase and delivery of LP Gas available through this Term Contract shall be classified under the following Groups.

Group	Group Name	Group Description
A	Bobtail Delivery	A delivery of 4,500 gallons of LP Gas or less to a Customer-Owned Tank or a Vendor-Owned Tank.
B	Transport Delivery	A delivery of more than 4,500 gallons of LP Gas.

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

3.2 Delivery Requirements

The following supplements the requirements of section 5.e., Transportation and Delivery, of the PUR 1000.

a. Product Delivery Schedule

Product is to be delivered to the Customer within 48 hours after telephone or email notification requesting LP Gas Delivery is received by the Contractor, unless specified otherwise by the Customer. Notwithstanding section 5.e. of the PUR 1000, if a Customer requests same-day Bobtail Delivery of the product, or orders under 50 gallons of LP Gas, the Customer may be subject to a delivery charge, which shall not exceed $35.00. The delivery charge may be added to the invoice as a separate item, in addition to the cost of the product being delivered. Customers may have the option to select a recurring scheduled delivery service with the Contractor, and any Customer on a scheduled delivery shall not be assessed a delivery charge. The Contractor shall provide LP Gas and LP Gas Delivery in accordance with the Contract unless the Contractor is unable to fulfill a request due to a shortage of available LP Gas or LP Gas Delivery is impossible, in which case the Contractor shall notify the Customer immediately.

3.3 Product Specifications

All LP Gas sold and delivered shall meet the specifications as set forth in the latest edition of GPA 2140. All LP Gas sold and delivered shall be odorized in accordance with the standards set forth in the most current edition of the National Fire Protection Association (N.F.P.A.) Code NFPA No. 58, Liquefied Petroleum Gas Code, and other applicable handbooks which provide the industry benchmark for the safe storage and handling of LP Gas.

Contractor shall meet all other applicable provisions of the aforementioned N.F.P.A. No. 58, as well as federal and Florida laws, rules, and regulations governing LP Gas including, but not limited to, Chapter 527, Florida Statutes, and chapter 5J-20, Florida Administrative Code. The Contractor shall meet or exceed any such requirements of the laws and regulations applicable to the goods and services provided.

3.4 Licensure

Contractor shall comply with Sections 527.02, 527.021, and 527.03, Florida Statutes, and provide, prior to contract execution, a current and valid license(s) from the Florida Department of Agriculture and Consumer Services to provide the goods and services set forth herein. The Contractor shall maintain all applicable required license(s) throughout the life of the Term Contract.

3.5 Safety Standards

Performance of the Term Contract for all commodities and contractual services must comply with the requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

3.6 Tank Service and Maintenance

a. Vendor-Owned Tanks

The Contractor shall provide the Vendor-Owned Tank, along with any materials and maintenance required to install, repair, replace, or maintain the upkeep of the Vendor-Owned Tank during the duration of the Contract at no additional charge to the Customer. In the event of a leak, material defect, or a service issue with a Vendor-Owned Tank, the Contractor will

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

be responsible for the replacement of LP Gas at no additional cost to the Customer. The Contractor's Vendor-Owned Tank Markup per gallon price includes all costs associated with providing a Vendor-Owned Tank and the required maintenance contemplated in this Scope of Work and any Customer purchase order or agreement.

b. Customer-Owned Tanks

Any materials and maintenance required to install, repair, replace, or maintain the upkeep of Customer-Owned Tanks are the responsibility of the Customer. Any tank maintenance or repairs required prior to the delivery of LP Gas must be approved by the Customer.

3.7 Markup and Minimum Orders

Except for the delivery charge described in section 3.2 above, the Customer shall not be charged more than the Hattiesburg Average at the time of the order plus the Contractor's submitted Markup per gallon. No fuel surcharges or other fees (other than the delivery charge described in section 3.2 above) may be passed through to the Customer.

3.8 Customer's Markup Adjustment

Markups may be adjusted no earlier than 12 months after the start date of the initial or renewal term of the Term Contract, or no earlier than 12 months after the effective date of the previous Markup adjustment, whichever is later. Markup increases must be supported by a change in the Producer Price Index (PPI) for the Series ID shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at http://www.bls.gov/data/.

Series ID	Product
484220484220601	Local hazardous materials trucking (except waste)

The change in PPI for the first Markup adjustment after the start date of the initial or renewal term shall be determined using the PPI for the month in which the initial Term Contract or renewal was executed and the latest available non-preliminary PPI at the time of the price adjustment request; a preliminary PPI is indicated on the BLS website with a "(P)" notation. The change in PPI for second and subsequent Markup adjustments shall be determined using the latest PPI that was used to support the previous Markup adjustment and the latest available non-preliminary PPI at the time of the request.

When requesting a Markup increase, the Contractor shall submit a written justification to the Department's Contract Manager detailing the reason(s) for the request; an increase in the PPI is not sufficient justification for a Markup increase by itself. Markup increases shall not exceed the percent change in PPI or three percent, whichever is less. The percent change in PPI shall be calculated using the following formula:

$(B - A) / A = Z$

Where:
A = Earliest PPI (PPI at time of initial contract or renewal execution or previous Markup adjustment)
B = Latest PPI (Latest available non-preliminary PPI at time of Markup adjustment request)
Z = Percent change in PPI

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

Markup adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department's Contract Manager shall notify the Contractor if the requested Markup adjustment is approved. Such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

The Department reserves the right to request Markup decreases at any time during the term of the Term Contract if it is found to be in the best interest of the State. Markup decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

3.9 Customer Service

The Contractor shall provide Customers all contractual products and services during Business Days, except for holidays observed by state agencies. For further information concerning State-observed holidays, please visit:
https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

If the actual holiday falls on a Saturday, the State observes the preceding Friday as a holiday. When a holiday falls on a Sunday, the State observes the following Monday as a holiday.

The Contractor shall have a single point of contact to serve as the Contractor's Contract Manager. The Contractor's Contract Manager shall support multiple Customers and must respond to Customer calls and/or emails within one business day. The Contractor's Contract Manager must be able to provide or arrange for all aspects of Customer support and problem resolution. Back-up coverage for the Contractor's Contract Manager must be provided by an equally knowledgeable person.

In addition to a dedicated Contractor's Contract Manager, the Contractor shall provide a toll-free Customer service phone support from 8:00 a.m. Eastern Time to 5:00 p.m. Eastern Time, Monday through Friday, except for State-recognized holidays. Telecommunications Device for the Deaf (TDD) access must be made available during the above-named Customer service operating hours.

3.10 Routine Communications

All routine communications and reports related to this Term Contract shall be sent to the Department's Contract Manager. Communications relating to a specific Customer order should be addressed to the contact person identified on the Customer order. Communications may be made by email, regular mail, or telephone except where the preferred method of communication is specified, in which case communications shall be made pursuant to the specifically listed method of communication.

3.11 Inspection

Section 215.422, F.S., provides that agencies have five working days, unless the contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S. Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions set forth in the Term Contract and any Customer agreement.

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

If the delivered Commodities are non-compliant, the Contractor shall provide the Customer a full refund or replace the Commodities with compliant Commodities within 10 Business Days. The Customer has the sole discretion to determine whether a replacement or refund will be provided.

3.12 Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodities/Services supplied are compliant with the Term Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity/Service(s) that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

3.13 Request for Quotes Requirement

Customers shall use a Request for Quotes in accordance with section 287.056(2), F. S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully accountable for the performance thereof.

3.14 Invoices

Written or electronic invoices must clearly identify the quantity, the Contractor's name, Contract number, purchase order number, unit cost, and total cost and delivery charge if applicable.

3.15 Punchout Catalog and Electronic Invoicing

The Contractor's use of the MFMP punchout catalog is optional but encouraged. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN
This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP the information described above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

3.16 Payments
Payments shall be made in accordance with sections 215.422 and 287.0585, F.S., for State agencies, and the Local Government Prompt Payment Act, sections 218.70-218.80, F.S., for local governmental entities.

3.17 Financial Consequences
Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with	Completed reports are due on or before the 15th calendar day	$100 per day late

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
	the required information	after the close of each month	

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

EXHIBIT B



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment**. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order**,** as defined in Rule 60A-1.001, F.A.C**.**

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 **Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 **Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 **Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

Docusign Envelope ID: 900AED51-D6A9-4A9B-9FB5-550573247E93

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

Invitation to Bid (ITB)

Liquefied Petroleum (LP) Gas

No. 25-15111510-ITB

Questions and Answers

Questions and Answers

The Department has received the following questions through MFMP Sourcing, and the Department's answers are provided in the table listed below:

No.	Question	Answer
1	What is the estimated annual usage(gallons) per county? If county level is not available please provide combined annual estimate.	The Department does not have this information. This ITB is to establish a State Term Contract. "State Term Contract" is defined in section 287.012, Florida Statutes, as "a term contract that is competitively procured by the department . . . and that is used by agencies and eligible users pursuant to s. 287.056." Per Attachment A, Scope of Work, Section 3.13, Customers will be making purchases off State Term Contracts utilizing a Request for Quotes.
2	Please provide the sizes, number, and ownership of propane tanks per county.	Please refer to answer 1.
3	Are there other fuel tanks outside of LP gas that would be associated to this bid for delivery/Maintenance (Gasoline/Diesel)?	No. Please refer to Sections 1.3, Objective and 1.4 Scope of Work, of the Liquefied Petroleum Gas (LP) Invitation to Bid (ITB) No. 25-15111510-ITB. The purpose of this ITB is to establish a State Term Contract for the purchase and delivery of LP Gas and for the rental and maintenance of LP Gas tanks.

State of Florida

Notice of Intent to Award

Liquefied Petroleum (LP) Gas

ITB No: 25-15111510-ITB

Date: September 30, 2025

The State of Florida, Department of Management Services (Department), has posted a **Notice of Intent to Award**.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision must be timely received by the Agency Clerk.

Protests may be filed by courier, hand delivery, or regular mail at:

Department of Management Services, Attention: Agency Clerk
4050 Esplanade Way, Suite 160
Tallahassee, FL 32399-0950

Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

Intent to Award:

The Award by County table on the following pages identify the vendors awarded.

Award by County
25-15111510-ITB Liquefied Petroleum (LP) Gas

● indicates that the vendor is an intended awardee of a contract for the county and delivery type shown

County	Bobtail Delivery (Group A)			Transport Delivery (Group B)		
	Vendor: Sharp Energy Inc	Vendor: Suburban Propane L.P.	Vendor: Amerigas Propane, LP	Vendor: Sharp Energy Inc	Vendor: Suburban Propane L.P.	Vendor: Amerigas Propane, LP
Alachua		●			●	
Baker		●			●	
Bay		●			●	
Bradford		●			●	
Brevard		●			●	
Broward		●			●	
Calhoun		●			●	
Charlotte		●			●	
Citrus	●	●			●	
Clay		●			●	
Collier		●			●	
Columbia		●			●	
Desoto		●			●	
Dixie		●			●	
Duval	●	●			●	
Escambia		●			●	
Flagler	●	●			●	
Franklin		●			●	
Gadsden		●			●	
Gilchrist		●			●	
Glades		●			●	
Gulf		●			●	
Hamilton		●			●	
Hardee		●			●	
Hendry		●			●	
Hernando	●	●			●	
Highlands		●			●	
Hillsborough		●			●	
Holmes		●			●	
Indian River		●			●	
Jackson		●			●	
Jefferson		●			●	
Lafayette		●			●	
Lake		●			●	
Lee		●			●	
Leon		●			●	

County	Bobtail Delivery (Group A)			Transport Delivery (Group B)		
	Vendor: Sharp Energy Inc	Vendor: Suburban Propane L.P.	Vendor: Amerigas Propane, LP	Vendor: Sharp Energy Inc	Vendor: Suburban Propane L.P.	Vendor: Amerigas Propane, LP
Levy		●			●	
Liberty		●			●	
Madison		●			●	
Manatee		●			●	
Marion		●			●	
Martin		●			●	
Miami-Dade		●			●	
Monroe		●			●	
Nassau	●	●			●	
Okaloosa		●			●	
Okeechobee		●			●	
Orange	●	●			●	
Osceola		●			●	
Palm Beach		●			●	
Pasco		●			●	
Pinellas		●			●	
Polk		●			●	
Putnam		●			●	
Santa Rosa		●			●	
Sarasota		●			●	
Seminole	●	●			●	
St. Johns	●	●			●	
St. Lucie		●			●	
Sumter		●			●	
Suwannee		●			●	
Taylor		●			●	
Union		●			●	
Volusia	●	●			●	
Wakulla		●			●	
Walton		●			●	
Washington		●			●	

SEVENTH ORDER OF BUSINESS

MADSEN / BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

Broward: (954) 401-6758 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382

E-mail: johnbarr@madsenbarr.com

Madsen Barr Corporation agrees to provide Coral Springs Improvement District with all services, terms, and conditions listed in UTL24-060 contract with the City of Boynton Beach. Madsen Barr Corporation agrees that they will also comply with the requirements below in the administration of this contract with the Coral Springs Improvement District. Further Madsen Barr Corporation agrees that it is their obligation to obtain affidavits from any subcontractors to ensure that the subs are in compliance with E-Verify.

The CONTRACTOR and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The CONTRACTOR agrees and acknowledges that the OWNER is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the OWNER has a good faith belief that the CONTRACTOR has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall terminate this Agreement. If the OWNER has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the OWNER shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. The CONTRACTOR shall be liable for any additional costs incurred by the OWNER as a result of the termination of a contract based on CONTRACTOR'S failure to comply with E-Verify requirements evidenced herein.

IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Mona Slaughter
11555 Heron Bay Blvd, Suite 201 Coral Springs, FL 33076
(O) 407.566.4385
Email: PublicRecords@inframark.com

Madsen Barr Corporation Representative		CSID Representative	
Title: PRESIDENT		Title:	
Name: (Print) JOHN BARR		Name: (Print)	
Signature	Date	Signature	Date

REVISED

INVITATION TO RE-BID
FOR
REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

NON-MANDATORY PRE-BID CONFERENCE TO BE HELD:
AUGUST 9, 2024, 10:00 A.M.

LOCATION:

CITY OF BOYNTON BEACH
CITY HALL, ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435
(Entrance to Conference Room 115 is on Seacrest Boulevard)

ONLINE SUBMISSION ONLY
Boynton-beach.bidsandtenders.net
BID CLOSING DATE: AUGUST 29, 2024
BID CLOSING TIME: 2:30 P. M.

THE DEADLINE FOR QUESTIONS CONCERNING THIS BID IS:
AUGUST 16, 2024 NO LATER THAN 2:30 P.M.

TABLE OF CONTENTS

Notice to Contractors ..... 3 – 5
Instructions to Bidders ..... 6 – 7
Standard Terms and Conditions for Bidders ..... 8 – 19
Special Terms and Conditions ..... 20 – 24
Bidders Submission Requirements 25
General Conditions for Construction ..... GC-26 – GC-72
Specifications & Technical Requirements ..... 73 – 261

Submittal of General Information, Procurement Forms, and Documents
To Be Completed and Uploaded Online

Bid Form ..... 263 – 264
Bid Bond ..... 265 – 268
Bidder's Qualification Statement ..... 269 – 272
Anti-Kickback Affidavit 273
Non-Collusion Affidavit ..... 274 – 275
Certification Pursuant to Florida STATUTE § 287.135 ..... 276 – 277
Warranties ..... 278 – 279
Trench Safety Act Affidavit ..... 280 – 281
E-Verify Form ..... 282 – 283
Affidavit of Compliance with Foreign Entity Laws 284
Affidavit of Compliance with Anti-Human Trafficking Laws 285

DRAFT CONTRACT:

Draft Service Agreement *(Subject to modification and final by City Attorney)* ..... A-1 – A-11
Insurance Advisor Form IA-1

ATTACHMENTS:

Attachment 'A' – Schedule of Bid Items
Attachment 'B' – Scheduled & Emergency Repair Scenarios
Attachment 'C' – Sample Performance Evaluation Questionnaire

APPENDIX:

Appendix 'A' – Boynton Beach Utilities Depart Construction Standards & Details - Water Service Details - Dated 2022
Appendix 'B' – Boynton Beach Utilities Depart Construction Standards & Details - Sanitary Sewer Details - Dated 2022
Appendix 'C' – USF 4155 Frame & 6614 Steel Reticuline Grate
Appendix 'D' – 2006 FDOT Design Standards Structure Bottoms Type J and P

When completed and executed, these documents, along with the Plans and Specifications, collectively with applicable Power of Attorney certifications for bond agents and Certificates of Insurance for the Contractor, forms the Contract for this Project.

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323

INVITATION TO RE-BID
REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

BID No. UTL24-060

NOTICE TO CONTRACTORS

Electronic bids shall be received by the bidding system up until: **AUGUST 29, 2024; No Later Than 2:30 P.M. (Local Time).**

All BID's received will be publicly opened and acknowledge of receipt. Bid's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that Vendor(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF WORK:

The City of Boynton Beach is seeking a maximum of two qualified Contractors/Vendors to demonstrate specific experience in utility system general repairs and emergency services. The Contractor/Vendor shall furnish, install, and provide all labor and materials to complete repairs to the City's utility systems. The scope of work will be performed on an "as-needed basis" based on the established bid pricing. Individual purchase orders will be issued by the City as required.

The foregoing description is general in nature; specific scopes of work will utilize these bid documents, Technical Specifications, and the Boynton Beach Utilities Department Construction Standards & Details, 2022 Edition (Appendix A and B) and are hereby incorporated into this bid document by reference.

REQUIRED QUALIFICATIONS:

At the time of bid submittal, the Vendor must possess and provide written evidence of the firm being licensed to contract the scope of work in Palm Beach County with **either of** the following:

- Underground Utility License
- **General Contractor License**

A NON-MANDATORY Pre-Bid Conference is scheduled for **AUGUST 9 2024, at 10:00 A.M.** to be held at the City of Boynton Beach, City Hall Room 115, 100 E. Ocean Avenue, Boynton Beach, Florida 33435. The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed ITB, answer questions on the solicitation document, provide instruction for submitting to the Invitation to Bid, and discuss other relevant issues. In the event that any discussions or questions at the pre-bid meeting require,

in the City's opinion, official additions, deletions or clarifications of the solicitation, or any other document, the City will issue an addendum to this Invitation to Bid, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-bid meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-bid meeting shall be submitted in writing through the City's e-procurement bidding system Boynton-beach.bidsandtenders.net by the submit questions deadline date and time.

The scope of work is more clearly defined in the Contract Documents, Special Conditions, and Terms and Conditions for City Furnished Materials (if applicable), Technical Specifications, and Project Drawings, which are hereby not listed in any order of precedence.

At the time of the bid opening, each Vendor shall be presumed to have inspected the sites and to have read to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any Vendor to examine any form, instrument or document shall in no way relieve any Vendor from any obligation in respect to this bid.

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive. A one hundred percent (100%) Payment and Performance Bond is required, if applicable, upon notification by the City of the awarded Contract to the selected firm.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the Vendor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.07, sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation

to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or Responses.

Questions related to this Bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

CITY OF BOYNTON BEACH

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

INSTRUCTIONS TO BIDDERS

1. The City of Boynton Beach utilizes an electronic online bidding system service for notification and distribution of its solicitation documents, please visit Boynton-beach.bidsandtenders.net.

2. ELECTRONIC BID SUBMISSIONS ONLY shall be received by the City's e-Procurement Bidding System. Hardcopy submissions are not permitted.

3. Electronic Request for Qualifications/Request for Proposals/Invitation to Bid Proposals for this solicitation shall be received by the City's e-Procurement bidding system no later than: **AUGUST 29, 2024 No Later Than 2:30 PM (Local Time).**

4. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Vendor to have their Request for Qualification/Request for Proposal/Invitation to BID submittal submitted online.

5. Vendors shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

6. It is the responsibility of the Vendor to have received all Addenda that are issued. Vendors should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the Bid closing time and date in the event additional addenda is issued.

7. To obtain documents online please visit Boynton-beach.bidsandtenders.net. You may preview the solicitation documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.

8. Vendors are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

9. For the above reasons, it is recommended that the Vendor allow sufficient time to complete your Bid Submission and to resolve any issues that may arise.

10. Vendors should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Vendor advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

11. To ensure receipt of the latest information and updates via email regarding this Request for Qualifications/Request for Proposals/Invitation to Bid, or if a Vendor has obtained this Solicitation from a third party, the responsibility is on the Vendor to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.

12. All expenses for making SUBMITTAL responses to the City are to be borne by the Vendor.

13. A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Request for Qualifications/Request for Proposals/Invitation to Bid for review. Any exceptions taken to the terms and conditions of the City's agreement shall be considered a part of Vendor's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions to the agreement does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a vendor's submittal. The City reserves the right to modify the contract language prior to execution following the selection of the top firm(s).

14. Each Vendor, by submission of a proposal response, acknowledges that in the event of any legal action challenging the award of a Request for Qualifications/Request for Proposals/Invitation to Bid; damages, if any, shall be limited to the actual cost of the preparation of the Bid or Proposal.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

STANDARD TERMS AND CONDITIONS FOR BIDDERS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting agreement/contract. The term "vendor" as used below may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractor, and subconsultant.

1. FAMILIARITY WITH LAWS: The Vendor is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Vendor will in no way relieve Vendor of responsibility to adhere to such regulations.

2. RFP/RFQ/BID FORMS: The Vendor will submit an RFP/RFQ/BID on the RFP/RFQ/BID forms provided. The Vendor must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The Vendor is required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. All RFP/RFQ/BID forms must be executed and submitted for easy identification. Bids/Proposals not submitted on Bid or Proposal forms herein may be rejected. All RFPs/RFQs/BIDs are subject to the conditions specified within this solicitation document. Submittals which do not comply with these conditions are subject to rejection.

3. EXECUTION OF RFP/RFQ/BID: RFP/RFQ/BID must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

4. NO SUBMITTAL: A NO SUBMITTAL response can be submitted online through the e-Procurement bidding system.

5. SOLICITATION DEADLINE: It is the Vendor's responsibility to ensure that the Bid/Proposal is submitted electronically by or at the proper time and date prior to the solicitation deadline. Late Submittal Responses are not permitted by the e-Procurement Bidding System.

6. RIGHT TO REJECT BID: The City reserves the right to reject any or all bids or proposals, waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible Vendor(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a Vendor's proposed service; ability to supply and provide service; delivery to required schedules, and past performances in other contracts with the City or other government entities.

7. AGREEMENT EXTENSION: The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by mutual agreement and by filing a written notice signed by the vendor to the City's Purchasing Department without further City Commission action. The extension shall provide the City with continual service while a new contract is solicited, evaluated, and/or awarded.

8. RIGHTS OF THE CITY: The City expressly reserves the right to:

    A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible Vendor meeting all aspects of the specifications and consider it if it is determined that total cost is lower and the overall function is improved or not impaired;
    B. Waive any defect, irregularity, or informality in any RFP, RFQ, or BID procedure;
    C. Reject or cancel any or all RFP, RFQ or BID;
    D. Reissue a Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Bid (BID);
    E. Extend the RFP, RFQ, BID deadline time and date;
    F. Procure any item by other means;
    G. Increase or decrease the quantity specified in the Request for Proposals (RFP), Request for Qualifications (RFQs), Invitation to Bid (BID);
    H. Consider and accept an alternate RFP/RFQ/BID as provided herein when most advantageous to the City.

9. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Vendor has:

    A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
    B. A satisfactory record of performance;
    C. A satisfactory record of integrity;
    D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
    E. Supplied all necessary information in connection with the inquiry concerning responsibility;

10. DISQUALIFICATION OF PROPOSER: More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe that collusion exists between Vendors. Automatic disqualifiers are as follows:

    A. Not including an executed Vendor signature.
    B. Not being licensed to perform the required work or to provide the required product.
    C. Not being eligible to submit a proposal due to violations listed under Item No.29, “Public Entity Crimes.”
    D. Not completing the RFP, RFQ, or BID Submittal Forms as required.

11. DIRECT PURCHASES: Procedure used by the City to make direct purchases of any materials/equipment and make direct payment to the Vendor. The City reserves the right to issue purchase orders for materials to either the Contractor’s / Consultant’s / Vendor’s or the City’s suppliers for construction/public works-related materials when deemed in the best interest of the City.

12. INFORMATION AND DESCRIPTIVE LITERATURE: Vendors must furnish all information requested in the spaces provided on the bid/proposal form. Further, as may be specified elsewhere, each Vendor must submit for bid evaluation cuts, sketches, and descriptive literature, and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

13. SIGNING OF CONTRACT: The Award Letter will be presented to the Successful Vendor. Within ten (10) calendar days after issuance of the award letter, the successful Vendor shall sign and deliver the Contract with the required bonds and insurance certificates to the City. After receipt and approval of such documents, the Contract will be executed. Within thirty (30) calendar days thereafter, the City shall deliver a fully signed and executed Contract to the successful Vendor. At times a purchase order will be issued in lieu of a contract agreement. The General Terms and Conditions of the City’s purchase order shall apply and prevail over any conflicting terms or conditions.

14. INTERPRETATIONS: To ensure fair consideration for all Vendors, the City prohibits communication to or with any department, officer, or employee during the solicitation process except as otherwise

specified. If the Vendor should be in doubt as to the meaning of any of the RFP, RFQ, or BID documents, or is of the opinion that the plans and/or specifications contain errors, contradictions, or reflect omissions; the Vendor shall direct questions to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this Bid, no later than ten (10) days prior to the RFP, RFQ, or BID deadline.

15. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

16. SUBCONTRACTING: If a Vendor subcontracts any portion of a Contract for any reason, the Vendor must state the name and address of the sub-contractor/sub-consultant and the name of the person to be contacted on the online form within the e-bidding system under "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids/proposals wherein a sub-contractor/sub-consultant is named and to make the award to the Vendor, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a Bid/Proposal of any Vendor if the RFP, RFQ, or BID names a sub-contractor/sub-consultant who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of any sub-contractor/sub-consultant in order to make determination as to the foregoing. The sub-contractor/sub-consultant will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP), Request for Qualifications (RFQ), or BID. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contractor/sub-consultant contracting opportunities. The City reserves all rights in order to make a determination as to the foregoing.

17. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Vendor through the City's e-Procurement System Boynton-beach.bidsandtenders.net, it is the responsibility of each Vendor to have received ALL addenda that are issued. Vendors should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid/proposal and up until the bid closing time and date in the event, additional addenda are issued. If a Vendor submits their bid/proposal prior to the BID closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the Vendor's submission and the submittal status will change to an INCOMPLETE STATUS and Withdraw the Bid Proposal. The Vendor can view this status change in the "MY BIDS" section of the Bidding System.

    The Vendor is solely responsible to:

    - make any required adjustments to their Bid/Proposal; and
    - acknowledge the addenda; and
    - Ensure the re-submitted Bid/Proposal is RECEIVED by the Bidding System no later than the stated Bid/Proposal closing time and date.

18. ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid/proposal products or services at the prices bid/proposal in this solicitation. If additional quantities are not acceptable, the bid sheets must be noted: **"BID/PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

19. SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested, or destroyed, upon request, will be returned at the Vendor's expense. Request for the return of samples may be made within ten (10) days following the RFP, RFQ, or BID deadline. Each individual sample must be labeled with the Vendor's name, manufacturer's brand name and number, and item reference.

20. DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of the Vendor. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid/proposal product or service application, will form the Bid/Proposal Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate

and independent awards based on its needs and the combined evaluation results.

21. ESCALATOR CLAUSE: Any bid or proposal which is submitted subject to an escalator clause will be rejected.

22. EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the Vendor's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of the Vendor's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents. Any exceptions not noted in Vendor's proposal shall be deemed waived.

23. ALTERNATES: Where a base bid/proposal is provided for, the Vendor shall submit a bid/proposal on the base bid/proposal and may exercise their own prerogative in submitting a bid/proposal on alternate items. The Owner reserves the right to accept or reject the alternates or base bid/proposal or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

24. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at the vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the Vendor being found in default in which event any and all procurement costs may be charged against the defaulted Vendor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

25. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

26. ANTITRUST CAUSE OF ACTION: In submitting a bid/proposal to the City of Boynton Beach, the Vendor offers and agrees that if the bid/proposal is accepted, the Vendor will convey, sell, assign or transfer to the City of Boynton Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price-fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Vendor.

27. GOVERNMENTAL RESTRICTIONS: In the event, any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Vendor to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

28. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Vendor will in no way be a cause for relief from responsibility.

29. ON PUBLIC ENTITY CRIMES – All Request for Proposals, Request for Qualifications, Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

30. SCRUTINIZED COMPANIES LISTS Florida Statues Section 287.135: By submission of this RFP, RFQ, or Bid, the Vendor certifies that the Vendor is not participating in a boycott of Israel. Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Vendor of the City's determination concerning the false certification. Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

31. NON-COLLUSION AFFIDAVIT: The vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in an unfair advantage for one or more vendors over other vendors. A conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or another act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor list(s), and/ or debarment or suspension from doing business with the City.

    Each Vendor shall complete the Non-Collusion Affidavit Form and shall submit the form with their Proposal. The City considers the failure of the Vendor to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

32. TRADE SECRET: Any language contained in the Vendor's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Vendor submits any documents or other information to the City which the Vendor claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Vendor shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Vendor must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Vendor's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Vendor agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

    EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

33. ANTI-KICKBACK AFFIDAVIT: Each Vendor shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Vendor to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

34. CONFIRMATION OF MINORITY-OWNED BUSINESS: It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Vendor shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal.

35. ADVERTISING: In submitting a RFP, RFQ, or BID, the Vendor agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE WITH CONTRACT CONDITIONS**".

36. ASSIGNMENT: Any Purchase Order issued pursuant to this Request for Proposals, Request for Qualifications, or Invitation to Bid and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

37. INDEMNIFICATION: The selected Vendor(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of this Contract. Further, the selected Vendor(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from Vendor's operation pursuant to this Contract, and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, including through the conclusion of any appeals, and from and against any orders or judgments which may be entered therein. The extent of Vendor's indemnification shall be limited to one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. The City shall notify the Vendor within ten (10) days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly from the operations of the Vendor hereunder, for which the City may be entitled to a claim or indemnity against the Vendor, under the provisions of this Contract. Vendor shall have the right to control the defense of any such claim suit or actions. The Vendor shall also be liable to the City for all costs, expenses, attorneys' fees, and damages that may be incurred or sustained by the City by reason of the Vendor's breach of any of the provision of the contract. Vendor shall not be responsible for negligent acts of the City or its employees.

38. PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES: If a Vendor is awarded a contract as a result of this Request for Proposal or Invitation to Bid, Vendor will, if Vendor has sufficient capacity or quantities available, provide to other Florida governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation to Bid and resulting award.

39. AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible Vendor whose bid represents the most advantageous bid to the City, price, and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any Vendor, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging Vendor. In no case will the award be made until all necessary investigations have been made into the responsibility of the Vendor and the City is satisfied that the most responsive, responsible Vendor is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified.

40. AS SPECIFIED: A Purchase Order will be issued to the successful Vendor with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

41. DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid/proposal total. The Vendor's invoice payment terms must be shown.

42. WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and

equipment, shall be guaranteed by the Vendor to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor, and any necessary shipping. Warranty repairs may be accomplished on City property if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the Vendor will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

43. PRICES, TERMS, AND PAYMENT: Firm prices shall be quoted and include all packing, handling, shipping charges, and delivery to the destination shown herein. Vendor is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at the place of acceptance or from receipt of the correct invoice at the office specified, whichever is later.

    Upon delivery, the City shall make a final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due to the Vendor shall be withheld until a visual inspection is made by the **CITY'S DESIGNEE** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the Vendor shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the Vendor unless such loss or damages have been proven to be the result of negligence by the City.

44. TIME OF DELIVERY: The Vendor shall state in the bid/proposal the time of delivery of the equipment. Time is of importance to the City and the Vendor is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids.

    All equipment shall be completely assembled, adjusted, and clean. All standard equipment and specified options shall be installed and the unit made ready for continuous, heavy-duty service. In addition to new equipment pre-delivery service, a thorough condition and specification compliance from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer, which is clearly necessary for the complete operation of the vehicle, shall be considered a requirement although not directly specified in these specifications.

45. CERTIFICATIONS, LICENSE, AND PERMITS: Unless otherwise directed by the City, the vendor should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor. If applicable, the vendor shall also maintain a current Local Business Tax Receipt (Occupational License) for County and all permits required to complete the agreement/contractual service at no additional cost to City. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the successful vendor to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City. It is the responsibility of the vendor to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the agreement/contract, inclusive of any renewals. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors. Failure to meet this requirement shall be considered a default of the agreement/contract.

46. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: The Vendor certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Vendor further certifies that if awarded as the successful Vendor, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Vendor.

    Vendor certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State

safety regulations and requirements.

47. PALM BEACH COUNTY INSPECTOR GENERAL: The Vendor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the Vendor and its subcontractors and lower-tier subcontractors. The Vendor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Vendor or its subcontractors or lower-tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

48. PUBLIC RECORDS: Sealed documents received by the City in response to a Request for Proposals, Request for Qualifications or Invitation to Bid are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

    The City is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the 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, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

    D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

    E. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

49. E-VERIFY: Vendor is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

    1) Definitions for this Section:

    "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a

public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
c. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

50. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S. 287.05701: Vendors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible Vendor. Vendors are further notified that the City's governing body may not give preference to a Vendor based on the Vendor's social, political, or ideological interests.

51. VENUE AND GOVERNING LAW: Any and all legal actions arising from or necessary to enforce this solicitation and resulting agreement/contract will be held in Palm Beach County and shall be interpreted according to the laws of Florida.

52. SOVEREIGN IMMUNITY: Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

53. LOCAL BUSINESS PREFERENCE
The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference. “For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business’ bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue-generating contracts where award, if any, is to be made to the Vendor returning the highest amount to the City, the same preference set forth herein shall be applied with

respect to the highest bid/proposal."

In order to be considered for a local business preference, **a Vendor must include the Local Business Status Certification Form at the time of bid, or proposal submittal.** Failure to submit this form at the time of bid/proposal submittal will result in the Vendor being found ineligible for the local business preference for this solicitation.

Failure of the Vendor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

54. LEGAL EXPENSES: The City shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the submission of a Request for Proposals, Request for Qualifications, or Invitation to Bid, the interpretation or enforcement of the agreement/contract, or from any other matter generated by or relating to the agreement/contract.

55. NO THIRD-PARTY BENEFICIARIES: No provision of the agreement/contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity, not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Vendor.

56. SUCCESSORS AND ASSIGNS: The City and the Vendor each binds itself and its successors and assigns to the other party in respect to all provisions of the Bid or proposal and any resulting Contract. Neither the City nor the Vendor shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

57. FUNDING OUT: The resultant Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission for the City of Boynton Beach in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

58. INSURANCE REQUIREMENTS: Vendor shall, at its sole expense, maintain in full force and effect at all times during the life of this agreement/contract, insurance coverages, and limits (including endorsements), as required by the City. These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this agreement/contract. All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "The City of Boynton Beach". The Vendor shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of agreement/contract.

59. MISTAKES: Vendors are expected to examine the specifications, delivery schedule, bid or proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Vendor's risk.

60. FORCE MAJEURE: The agreement/contract which is awarded to the successful vendor may provide that the performance of any act by the City or Vendor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to vendor for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel or renegotiate the agreement/contract.

61. PERFORMANCE DURING EMERGENCY: The vendor agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, City shall be given "first priority" for all goods and/or services under the agreement/contract. The vendor agrees to provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. The vendor shall furnish a 24-hour phone number to the City.

Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of agreement/contract and subject the vendor to sanctions from doing further business with the City.

62. SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER: Should sales promotions occur during the term of the agreement/contract that lower the price of the procured item, the vendor shall extend to the City the lower price offered by the manufacturer on any such promotional item. Additionally, any time after award, the vendor may offer a reduced price, which shall remain in effect for the duration of the agreement/contract. The vendor warrants that the price(s) shall not exceed the vendor's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the vendor offers more favorable pricing to one of its customers, the vendor shall extend to the City the same pricing or the then-current market price, whichever is lower.

63. REMEDIES: No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

64. ENDORSEMENTS: No endorsements by the City of the goods and/or services will be used by the vendor in any way, manner or form.

65. SEAL, LOGO, and FLAGS: The Vendor shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of the City or agency officials without specific written pre-approval.

66. DRUG-FREE WORKPLACE: The Vendor shall implement and maintain a drug-free workplace program of at least the following items:

    a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

    b. Inform employees about the dangers of drug abuse in the workplace, the Vendor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

    c. Give each employee engaged in providing the services that are under agreement/contract a copy of the statement specified in Item Number A above.

    d. In the statement specified in Item Number A above, notify the employees that, as a condition of providing the services that are under agreement/contract, the employee will abide by the terms of the statement and will notify the Vendor of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction or plea.

    e. Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.

    f. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes.

67. PROTEST PROCEDURE: Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Manager, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the bid or $5,000, whichever is less. The bond will be refunded to a protester if the protest is upheld. The protest must identify the

solicitation, specify the basis for the protest, and be received by the Purchasing Department within the deadlines as follows:

A. If the protest relates to a Request for Proposals, Request for Qualifications, or Invitation to Bid, the protest shall be received prior to the bid or proposal submittal deadline date.
B. If the protest relates to any other matter relating to the RFP, RFQ, or BID, including, but not limited to, the Award of an Agreement/contract, the protest must be received no later than seven (7) regular business days after the date of notification of award by the Purchasing Staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

68. DEFAULT AND TERMINATION FOR CAUSE: The City may, by written notice of default to the vendor, terminate the agreement/contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this agreement/contract, or fails to make progress so as to endanger performance under the terms and conditions of this agreement/contract, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the agreement/contract in whole or in part because of default of the vendor, the City may procure goods and/or services similar to those terminated, and the vendor shall be liable for any excess costs incurred due to this action.

69. TERMINATION FOR CONVENIENCE: Whenever the interests of the City so require, terminate the agreement/contract, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the vendor, specifying the portions of the agreement/contract to be terminated and when the termination is to become effective. If only portions of the agreement/contract are terminated, the vendor has the right to withdraw, without adverse action, from the entire agreement/contract.

    Unless directed differently in the notice of termination, the vendor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified on the date given in the notice of termination. Additionally, unless directed differently, the vendor shall terminate outstanding orders and/or subcontracts related to the terminated work.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose of this bid is to seek a maximum of two qualified Contractors/Vendors to demonstrate specific experience in utility system general repairs and emergency services. The Contractor/Vendor shall furnish, install, and provide all labor and materials to complete repairs to the City's utility systems. The scope of work will be performed on an "as-needed basis" based on the established bid pricing. Individual purchase orders will be issued by the City as required.

Repairs will be made to the City's Water Distribution, Wastewater Collection, and Storm Water Systems and generally consist of, but are not limited to, furnishing and installing various sizes of C-900 PVC pipe for gravity sewer main; ductile iron pipe for force main and water distribution lines; various types of pipe for stormwater conveyance; and concrete structures for the wastewater and stormwater systems. Set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt, and concrete work may also be required as needed. The work shall be performed at various locations throughout the City of Boynton Beach and surrounding service areas.

The City of Boynton Beach is seeking the services of a qualified Contractor/Vendor to construct a new stormwater system, installation of drainage inlets, upgrade existing stormwater conduits, and restore roadways in the project area.

AWARD: At bid submittal, the Vendor must submit price proposal responses for the four (4) scenarios listed in the **Scheduled & Emergency Repair Scenarios** (Attachment "B"). The price proposal for each scenario must be prepared with the pricing submitted in the **Schedule of Bid Items** form (Attachment "A"). Bidders shall be deemed non-responsive if the **Scheduled & Emergency Repair Scenarios** are incomplete or contain errors. The Bids will be evaluated based on the price proposals submitted for each of the four (4) scenarios.

Successful Vendor awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, past performance, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

BID TERM: The initial term of the Bid awarded shall be for two (2) years commencing on the date stated in the executed contract. The City reserves the right to automatically renew the agreement for three (3) additional one (1) year renewals subject to vendor acceptance, and satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. Agreement renewals are only effective and valid if in writing and executed by the City's Finance Director or Designee.

The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service without further Commission action. At no

time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

INSURANCE: It shall be the responsibility of the successful Vendor to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of the vendor's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

PERFORMANCE WARRANTY: The vendor shall guarantee all work, equipment, and materials included in the services against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon the date of acceptance, inspection, and approval by the City Representative only. If the vendor is notified in writing of a deficiency in the work provided, within one year from completion of the work, the vendor shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the City the original charges for the work in question, including the difference in cost if any, to re-perform the work if completed by another vendor.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310
Email: Utilitiesfinance@bbfl.us ; AP@bbfl.us

All invoices submitted shall consist of as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final invoice." The City will accept partial deliveries. The invoice shall contain the Bidder's Federal Employer Identification Number.

The City's terms of payment, unless otherwise stated in the Contract Documents are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Vendor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Vendor.

- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.

- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.

- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.

- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.

- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor's Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material, and dimensions except when the Utilities Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

PERFORMANCE OF WORK:

a. The Vendor will furnish a qualified Superintendent who will be present at all times while work is being performed, and shall be authorized to act for the Vendor. The Vendor shall maintain sufficient plant, equipment, and labor on the job site to meet the requirements of the work.

b. Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the Utilities Project Manager or his representative at all times.

   The Vendor shall submit for approval by the Utilities Project manager or his representative a description of the type of materials and equipment to be used; and to the method of procedure to be used in the performance of the work.

c. It is expressly understood that the Vendor is in all respects an independent Vendor for this work, notwithstanding that under certain conditions, he is bound to follow the directions of the Utilities Project Manager or his representative, and is in no respect and agent, servant or employee of the City.

d. Any performance or non-performance issues noted by the Project Manager or their representative(s) will be brought to the attention of the Vendor through the use of the **Performance Evaluation Form**, see Attachment 'C'. The Project Manager or their representative(s) will conduct annual performance evaluations based on areas serviced under this contract/agreement.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay. Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.

b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Vendors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.

c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.

d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

MATERIALS:

a. The Vendor shall provide the services of all workmen, mechanics, tradesmen, and other employees trained and skilled in their various occupations and all materials and equipment. The request for work to be performed will require the Vendor to supply all labor, equipment, materials and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications.

b. Wherever not explicitly described, materials and workmanship of every kind shall be in keeping with industry standards. The Vendor shall perform his work in proper sequence to the work or other Vendors and to acts or operations of the City, and shall properly join his work to existing or new construction.

c. All materials and every process and operation of manufacture, construction and erection shall be subject to inspection at all times, and the Utilities Project Manager or his representatives and their representatives shall have free access to all parts of the work of construction and erection. The Vendor shall remove, reconstruct, replace, and make good, as may be directed, without charge, any defective work. Oversight or error or judgment of inspectors, or previous acceptance, shall not relieve the Vendor from the obligation to make good defects whenever discovered.

FINAL CLEAN-UP:

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Vendor shall remove from the site completed, all machinery, equipment

surplus, and discarded materials and temporary structures. The disposal of all materials, rubbish, and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the Project Manager. Materials cleared from the site and deposited on the adjacent or nearby property will not be considered as having been disposed of properly.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

BIDDERS SUBMISSION REQUIREMENTS

Submittal of General Information and Procurement Forms and Documents. Procurement forms must be complete, signed, notarized, uploaded, and/or acknowledged when required and submitted. In addition, all other requests and supporting documentation are required to be included.

Bids or Proposals may be found non-responsive if the Vendor fails to provide the information requested in the Invitation to Bid/ Request for Qualifications/Request for Proposals; fails to utilize or complete the required forms; provide incomplete, indefinite, or ambiguous responses; fails to comply with applicable deadlines; provide improper or undated signatures; or provide information that is false, misleading, or exaggerated.

a) Online Acknowledgement

- ☐ Proposer Acknowledgement
- ☐ Addenda Acknowledgement
- ☐ Confirmation of Drug-Free Workplace
- ☐ Palm Beach Inspector General

b) Online Forms

- ☐ Letter of Interest
- ☐ Confirmation of Minority-Owner Business
- ☐ Local Business Certification
- ☐ Statement of Non-Submittal (if applicable)
- ☐ Schedule of Sub-Consultants
- ☐ References

c) Upload Online

- ☐ Bid Form
- ☐ Bid Bond Documents
- ☐ Bidders Qualification Statement
- ☐ Anti-Kickback Affidavit
- ☐ Non-Collusion Affidavit
- ☐ Certification Pursuant to Florida Statute § 287.135
- ☐ Submit current Florida Professional License (Underground Utility license/General Contractor License) including evidence of possession of required licenses or business permits
- ☐ Warranties
- ☐ Trench Safety Act Affidavit
- ☐ E-Verify Form Pursuant to Florida Statute § 448.095
- ☐ Affidavit of Compliance with Foreign Entity Laws
- ☐ Affidavit of Compliance with Anti-Human Trafficking Laws
- ☐ W-9
- ☐ Submit any Supplemental information relative to this Bid

GENERAL CONDITIONS FOR CONSTRUCTION
TABLE OF CONTENTS

Article No.		TITLE
		COVER
		TABLE OF CONTENTS
1.		DEFINITIONS
2.		PRELIMINARY MATTERS
	2.1	Delivery of Bonds and Insurance Certificates
	2.2	Copies of Documents
	2.3	Notice to Proceed
	2.4	Starting the Work
	2.5	Pre-Construction Conference
	2.6	Site Mobilization Meeting
	2.7	Progress Meeting
	2.8	Pre-Installation Meeting
	2.9	Finalizing Scheduling
	2.10	Submittals
3.		CONTRACT DOCUMENTS
	3.1	Intent
	3.2	References to Standards
	3.3	Review of Contract Documents
	3.4	Order of Preference
	3.5	Amending Contract Documents
	3.6	Reuse of Documents
4.		SITE OF WORK
	4.1	Availability of Lands
	4.2	Reports of Physical Conditions
	4.3	Physical Conditions – Underground Facilities
	4.4	Differing Site Conditions
	4.5	Reference Points
5.		BONDS AND INSURANCE
	5.1	Bonds
	5.2	Insurance
6.		CONTRACTOR'S RESPONSIBILITIES
	6.1	Contractor Status
	6.2	Contractor Risk
	6.3	Supervision and Superintendence
	6.4	Labor, Material and Equipment
	6.5	Concerning Subcontractors
	6.6	Patent, Fees and Royalties
	6.7	Permits, Laws and Regulations
	6.8	Taxes
	6.9	Record Documents/Right to Audit
	6.10	Safety, Protection and Emergencies
	6.11	Shop Drawings and Samples
	6.12	Site Clean-up
	6.13	Public Convenience and Safety
	6.14	Sanitary Provisions
	6.15	Indemnification
	6.16	Claims
	6.17	Responsibility for Connecting to Existing Work
	6.18	Work in Street, Highway or Other Rights-of-Way
	6.19	Cooperation with Governmental Departments, Public Utilities, Etc.
	6.20	Use of Premises
	6.21	Protection of Existing Property Improvements
	6.22	Temporary Heat
	6.23	Schedule
	6.24	Continuing the Work
	6.25	Contractor's General Warranty and Guarantee
	6.26	Deletion/Oversight/Misstatement
	6.27	Exceptions to Specifications
	6.28	Silence of Specifications
	6.29	Quality
	6.30	Conditions of Materials
	6.31	Disposal
	6.32	Occupational Safety and Health
	6.33	O.S.H.A.
	6.34	Conditions and Packaging
	6.35	Underwriters Laboratories
	6.36	Asbestos
	6.37	Closeout Submittals
	6.38	Temporary Barriers and Enclosures
	6.39	Environmental Controls
	6.40	Security Procedures
	6.41	Product Substitution Procedures
	6.42	Field Samples
7.		OTHER WORK
	7.1	Related Work on Site
	7.2	Coordination
8.		CITY'S RESPONSIBILITIES
	8.1	Communications
	8.2	Furnish Data
	8.3	Payments
	8.4	Lands, Easements, and Surveys
	8.5	Change Orders
	8.6	Suspension of WORK
	8.7	Estimated Dollar Value
	8.8	Quantities
	8.9	Additional Terms and Conditions
9.		CONSULTANT'S STATUS DURING CONSTRUCTION
	9.1	CITY'S Representative
	9.2	Visits to Site

Article No.		TITLE
	9.3	Project Representation
	9.4	Clarifications and Interpretations
	9.5	Measurements
	9.6	Rejecting Defective Work
	9.7	Shop Drawings, Change Orders, and Payments
	9.8	Determination for Unit Prices
	9.9	Decisions on Disputes
	9.10	Inspections and Testing
	9.11	Limitations on CONSULTANT
10.		CHANGES IN WORK
	10.1	Authorized Changes
	10.2	Unauthorized Changes
	10.3	Execution of Field Change Order/Change Order
11.		CHANGE OF CONTRACT PRICE
	11.1	General
	11.2	Cost of the WORK
	11.3	Contractor's Fee
	11.4	Cash Allowances
	11.5	Unit Price WORK
	11.6	Omitted WORK
12.		CHANGE OF CONTRACT TIME
	12.1	General
	12.2	Liquidated Damages
	12.3	Reimbursement of Consultant Expenses
13.		TEST AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK
	13.1	Notice of Defects
	13.2	Access to WORK
	13.3	Tests and Inspections
	13.4	Uncovering WORK
	13.5	CITY May Stop the WORK
	13.6	Correction or Removal of Defective WORK
	13.7	One Year Correction Period
	13.8	Acceptance of Defective WORK
	13.9	CITY May Correct Defective WORK
14.		PAYMENTS TO CONTRACTOR AND COMPLETION
	14.1	Schedule of Values
	14.2	Unit Price Bid Schedule
	14.3	Application for Progress Payments
	14.4	Contractor's Warranty of Title
	14.5	Review of Applications for Progress Payment
	14.6	Substantial Completion
	14.7	Partial Utilization
	14.8	Final Inspection
	14.9	Final Application for Payment
	14.10	Final Payment for Acceptance
	14.11	Waiver of Claims
	14.12	Punchlist Procedures
	14.13	Retainage Procedures

Article No.		TITLE
15.		SUSPENSION OF WORK AND TERMINATION
	15.1	CITY May Suspend WORK
	15.2	CITY May Terminate for Cause
	15.3	CITY May Terminate Without Cause
	15.4	Removal of Equipment
	15.5	Contractor May Stop WORK or Terminate
16.		DISPUTE RESOLUTION
	16.1	Good Faith Effort
	16.2	Mediation
17.		MISCELLANEOUS
	17.1	Giving Notice
	17.2	Computation of Time
	17.3	Notice of Claims
	17.4	Cumulative Remedies
	17.5	Accident and Prevention
	17.6	Florida Products and Labor
	17.7	Employees
	17.8	Non-Discrimination
	17.9	Drug-Free Workplace
	17.10	Public Entity Crimes
	17.11	Assignment
	17.12	Venue
	17.13	Funding Out
	17.14	CITY'S Purchasing Card
	17.15	Debarment
	17.16	Requirements for Personnel Entering CITY'S property
	17.17	Product Recall
	17.18	Rights to Bid Documents
	17.19	Severability
	17.20	Verification of Employment Status
	17.21	Abbreviations and Symbols

ARTICLE 1 – DEFINITIONS

Whenever used in the Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Acceptance: Written Acknowledgement by the CITY's Project Manager that the Work is fully complete in accordance with the Contract Documents.

1.2 Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding requirements of the Contract.

1.3 Application for Payment: The form accepted by the CONSULTANT which is to be used by CONTRACTOR to request progress payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Award Letter: The official written notice by the CITY to the apparent successful Bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated with the award letter, within the time specified, the CITY may enter into a Contract.

1.5 Bid: The offer of the BIDDER submitted on the prescribed form setting forth the prices of the Work.

1.6 Bidder: Any person, firm or corporation submitting a Bid for the Work directly to the CITY.

1.7 Bid Documents: Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.8 Bonds: Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

1.9 Change Order: A written order to the CONTRACTOR executed by the CITY, CONSULTANT, and CONTRACTOR authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time that may be as a result of an emergency or unforeseen physical conditions which occur after execution of the Contract. Such change order shall be in accordance with para 9.4 "Clarifications and Interpretations" or orders minor changes in the Work in accordance with para. 10.1 "Authorized Changes in the Work".

1.10 CITY: The City of Boynton Beach, Florida, a municipal corporation, its authorized and legal representatives, the public entity with whom the CONTRACTOR has entered into the agreement and for whom the Work is to be provided. The term CITY will be used interchangeably with the term OWNER.

1.11 CITY's Representative: The person or persons designated by the CITY's Project Manager. The CITY's Project Manager may include the CONSULTANT.

1.12 Consultant: The person, firm or corporation named as such in the Contract Documents that acts as the CITY's authorized agent within the scope of work entrusted to them at the CITY.

1.13 Consultant's Representative: An authorized representative of the CONSULTANT assigned to observe the Work performed and materials furnished by the CONTRACTOR.

1.14 Contract: The written agreement between CITY and CONTRACTOR covering the Work to be performed. The term Contract will be used interchangeably with the term Agreement.

1.15 Conformed Contract Documents: Contract Documents which consolidate all bidding documents including all addenda which are incorporated by and signed and sealed by the CONSULTANT. The Conformed Contract Documents shall be used by the CONTRACTOR to create the Record Drawings for the Project.

1.16 Contract Documents: The Contract Documents establishing the rights and obligations of the parties and include the Contract, Contract/Bid, Addenda, CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the notice of award, when attached as an exhibit to the Contract, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, Special Conditions, and the Drawings as the same are more specifically identified in the Contract, together shall all Written Amendments, Change Orders, Field Change Orders (change orders as a result of Field changes), and CONSULTANT's written interpretations and clarifications issued on or after the Effective Date of the Contract. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format or text, data, graphics, and the like that may be furnished by CITY to CONTRACTOR are not Contract Documents.

1.17 Contract Price: The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Document.

1.18 Contract Time: The number or numbers of successive days or dates stated in the Contract Documents for the completion of the Work.

1.19 CONTRACTOR: The individual, partnership, corporation, joint venture, or other legal entity with whom the CITY has entered into the Contract to perform work to complete the project that is the subject of the Bid.

1.20 DAY: A calendar day of 24 hours measured from midnight to the next midnight.

1.21 Defective Work: Work that is unsatisfactory, faulty, or deficient, or that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents; or Work that has been damaged prior to the CONSULTANT's recommendation of final payment.

1.22 Drawings: The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the Work, which have been prepared or approved by CONSULTANT and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as defined in this paragraph.

1.23 Effective Date of the Contract: The date indicated in the Contract, but if no such date is indicated, it means the last date on which the Contract is signed by the last of all parties to execute the Contract.

1.24 Field Order: A written order issued by the CITY's Project Manager or the CONSULTANT which clarifies or interprets the Contract Documents. The Field Order shall not impact Contract Price or Contract Time.

1.25 General Requirements: See General Conditions and Section 1 of the Technical Specifications as Special Conditions.

1.26 Laws and Regulations; Laws or Regulations: Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations, either federal, state or local.

1.27 Local Public Agency: Any public entity which has regulatory jurisdiction over any part of the Work during the construction project.

1.28 Notice to Proceed: The written notice issued by the CITY, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time, and the date the Contract Work to be completed.

1.29 Partial Utilization: Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

1.30 Project: The total construction of which the Work to be provided under the Contract Documents.

1.31 Resident Project Representative: The authorized representative of the CONSULTANT who is assigned to the Site or any part thereof.

1.32 Responsible Bidder, Offeror, Quoter, or Respondent: An individual or business that has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

1.33 Responsive Bidder, Offeror, Quoter, or Respondent, Vendor, Contractor: an individual, or business that has submitted a bid, offer, proposal, quotation, or response, which conforms in all material respects to the solicitation, including but not limited to compliance with any W/MBE requirements contained within the solicitation.

1.34 Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by or for the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents. Shop Drawings are not part of the Contract Documents and failure of the CONSULTANT or the CITY or any of its representatives to take exception to any product, material, system or installation depicted on Shop Drawings that are not in conformance with the requirements of the Contract Documents shall not constitute a Field Order or Change Order or any other modification of the Contract Documents, and shall not relieve the CONTRACTOR from complying with any portion of the Contract Documents.

1.35 Special Conditions: When included as part of the Contract Documents, Special Conditions refer only to the Work under this Contract. Special Conditions take precedence over the General Conditions.

1.36 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards or workmanship as applied to the Work and certain administrative details applicable thereto.

1.37 Sub-Bidder: One who submits a Bid to a Bidder.

1.38 Sub-Contractor: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Sub-Contractor for the performance of a part of the Work at the Site.

1.39 Substantial Completion: For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes § 218.70 and § 218.735, the term Substantial Completion shall be as follows, in lieu of any other definition:

a. "Substantial Completion" is defined as the point where the CITY is able to enjoy beneficial occupancy of the WORK and where the Work has achieved that level of completion such that the CITY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use; with the exception of incidental or incomplete items where a lack of completion of such incidental or incomplete items of Work shall adversely affect the complete operation of other areas of the Work.
b. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific as set forth in attached Special Conditions.
c. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

1.40 Successful Bidder: The lowest, qualified, responsible and responsive Bidder to whom the CITY (on the basis of the CITY's evaluation as hereinafter provided) makes an award.

1.41 Supplementary General Conditions: The part of the Contract Documents which amends or supplements these General Conditions.

1.42 Supplier: A manufacturer, fabricator, supplier, distributor, material man, or vendor.

1.43 Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptable performance of the Work.

1.44 Unbalanced Bids:

a. Mathematically Unbalanced Bid: a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
b. Materially Unbalanced Bid: a bid which generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced

bid will result in the lowest ultimate cost to the CITY; or which is so mathematically unbalanced as to result in an advanced payment.

1.45 Unit Price Work: Work to be paid for on the basis of unit prices.

1.46 Utilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum, telephone, or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

1.47 Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the successful Bidder/ CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnished thereof.

1.48 Written Amendment: A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Contract.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES:

2.1.1 The CONTRACTOR shall deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents. The aforementioned documents must be submitted to the CITY prior to any work being performed.

2.2 COPIES OF DOCUMENTS:

2.2.1 The CITY shall furnish to CONTRACTOR ONE (1) copy (unless additional copies exist) of the Conformed Contract Documents for the execution of the Work. CONTRACTOR shall be responsible for procuring additional copies from the CONSULTANT.

2.3 NOTICE TO PROCEED:

2.3.1 The Contract Times shall commence to run on the date stated in the Notice to Proceed.

2.4 COMMENCEMENT THE WORK:

2.4.1 CONTRACTOR shall begin to perform the Work on the commencement date stated in the Notice to Proceed, but no Work shall be done at the Site prior to such commencement date.

2.4.2 CONTRACTOR's Review of the Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby.

2.5 PRE-CONSTRUCTION MEETING:

2.5.1 The CONTRACTOR is required to attend a preconstruction meeting within ten (10) days after the effective date of the Contract, but before any Work at the Site is started (unless otherwise specified in the Special Conditions). This meeting shall be attended by the CITY, CONSULTANT and others as appropriate in order to discuss the Work.

2.5.2 The CONTRACTOR's initial schedule for shop drawings submittals, obtaining permits and Plan of Operation and Critical Path Method (CPM) Schedule shall be reviewed and finalized. As a minimum, the CONTRACTOR's representatives should include its project manager and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings shall be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment shall be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

2.5.3 CITY shall schedule pre-construction meeting.

2.5.3.1 Attendance Required: CITY's Project Manager, CONSULTANT, and CONTRACTOR/CM Project Manager and Superintendent.

2.5.3.2 Agenda: Distribution of Conformed Contract Documents, Confirmation based on prior submission (during Bid process) of the list of Subcontractors, list of Products, Project Safety Plan, Schedule of Values and Progress Schedule.

2.5.3.3 Designation of personnel representing the parties in Contract and the CONSULTANT.

2.5.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract close-out procedures.

2.5.3.5 Issuance of Notice to Proceed.

2.5.3.6 Copies of the Application for Payment, Change Order, Submittal Requirements/Record, Request for Information (RFI), Shutdown Request, Boynton Beach Department of Engineering Right-of-Way Permit Procedure and Project Sign format will be distributed.

2.6 SITE MOBILIZATION MEETING:

2.6.1 CITY will schedule a meeting at the Project Site prior to CONTRACTOR occupancy.

2.6.2 Attendance Required: CITY, CONSULTANT, Special Consultants, and CONTRACTOR, CONTRACTOR's superintendent, and major Sub-Contractors.

2.6.3 Agenda:

2.6.3.1 Use of premises by CITY and CONTRACTOR.

2.6.2.1 CITY's requirements and partial occupancy.

2.6.2.2 Construction facilities and controls provided by CITY.

2.6.2.3 Temporary utilities provided by the CITY.
2.6.2.4 Survey and building layout
2.6.2.5 Security and housekeeping procedures.
2.6.2.6 Schedules
2.6.2.7 Application for Payment Procedures
2.6.2.8 Procedures for testing
2.6.2.9 Procedures for maintaining record documents.
2.6.2.10 Requirements for start-up of equipment.
2.6.2.11 Inspection and acceptance of equipment put into service during construction period.
2.6.2.12 CONSULTANT shall record minutes and distribute copies within two (2) days after meeting to participants, with copies to all, participants including CONTRACTOR, and those affected by decisions made.

2.7 PROGRESS MEETINGS

2.7.1 Schedule and administer meetings throughout progress of the Work at maximum monthly intervals. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

2.7.2 Attendance Required: Job superintendent, major Sub-Contractors and suppliers, CITY, CONSULTANT, as appropriate to agenda topics for each meeting.

2.7.3 Agenda:
2.7.3.1 Review minutes of previous meetings.
2.7.3.2 Review of work progress.
2.7.3.3 Field observations, problems and decisions.
2.7.3.4 Identification of problems that impeded planned progress.
2.7.3.5 Review of submittal, schedule and status of submittals.
2.7.3.6 Review of off-site fabrication and delivery schedules.
2.7.3.7 Maintenance of progress schedule.
2.7.3.8 Corrective measures to regain projected schedules.
2.7.3.9 Planned progress during succeeding work period.
2.7.3.10 Coordination of projected progress.
2.7.3.11 Maintenance and quality of work standards.
2.7.3.12 Effect of proposed changes on progress schedule and coordination.
2.7.3.13 Other business related to work.
2.7.3.14 Record minutes and distribute copies within two (2) days after meeting to participants, with copies to CONSULTANT, CITY, and those affected by decisions made.

2.8 PRE-INSTALLATION MEETING:

2.8.1 When required in individual specification section, convene a pre-installation meeting at the site prior to commencing work on the section.

2.8.2 Require attendance of parties directly affecting, or affected by, work of the specific section.

2.8.3 Notify CITY and CONSULTANT five (5) working days in advance of meeting date.

2.8.4 Prepare agenda and preside at meeting.

2.8.5 Review conditions of installation, preparation and installation procedures.

2.8.6 Review coordination with related work.

2.8.7 Record minutes and distribute copies within three (3) days after meeting to participants with copies to CONSULTANT, CITY and those affected by decisions made.

2.9 FINALIZING SCHEDULES:

2.9.1 Within ten (10) days of receiving the Notice to Proceed, the CONTRACTOR shall submit the final schedule approved by the CITY and CONSULTANT. The finalized progress schedule shall be acceptable to the CITY as providing an orderly progression of the Work to completion within the Contract Time. Such acceptance shall neither impose on the CITY's responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions shall be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized Schedule of Values shall be acceptable to the CITY as to form and substance.

2.10 SUBMITTAL PROCEDURES:

2.10.1 SCOPE OF WORK: Administrative and procedural requirements for processing of submittals during construction process. Submittals may include the following:
a) Proposed Products Lists
b) Proposed Vendor List
c) Product Data
d) Shop Drawings
e) Samples
f) Design Data
g) Field Test Reporting
h) Quality Control Reporting

i) Certificates
j) Manufacturer's Installation, Handing and Storage Instructions
k) Manufacturer's Field Reports
l) Erection Drawings
m) Close-out Documents
n) Warranties
o) Scheduling of Work
p) Construction Progress Schedule
q) Submittals Schedule
r) Survey and Layout Data
s) Construction Progress Reporting
t) Periodic Work Observation
u) Photographic Documentation
v) Purchase Order Tracking
w) Operation and Maintenance Documentation

2.10.2 RELATED SECTIONS:

A. Payment Procedures
B. Project Coordination
C. References
D. Quality Control
E. Product Storage and Handling Requirements
F. Close-out Submittals

2.10.2.1 SEE 2.10.2 RELATED SECTIONS AND SUBMITTAL SECTIONS 2.10.1 FOR INDIVIDUAL SUBMITTAL PROCEDURES.

2.10.3 SUBMITTAL PROCEDURES - GENERAL

2.10.3.1 Submittal Procedures shall be in conformance with General Conditions of the Contract and as amended by the CITY.
2.10.3.2 Transmit each submittal with CITY's Standard Transmittal Form.
2.10.3.3 Sequentially number each transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
2.10.3.4 Identify project, CONTRACTOR, Sub-Contractor or supplier pertinent drawing and detail number, and specification section number, as appropriate.
2.10.3.5 Apply CONTRACTOR's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accord with requirements of the Work and Contract Documents.
2.10.3.6 Schedule submittals to expedite the Project, and delivery to CONSULTANT and CITY at business address. Coordinate submission of related items.
2.10.3.7 For each submittal for review, allow fifteen (15) days including delivery time to and from the CONTRACTOR.
2.10.3.8 Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed Work.
2.10.3.9 Provide space for CONTRACTOR and CONSULTANT review stamps.
2.10.3.10 When revised for resubmission, identify all changes made since previous submission.
2.10.3.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
2.10.3.12 Submittals not requested will not be recognized or processed.

2.10.4 PRODUCT DATA

2.10.4.1 Product Data for Review:
2.10.4.1.1 Submit to CONSULTANT for review for purpose of checking for conformance with information given and design concept expressed in Contract Documents.

2.10.4.1.2 After review, provide copies and distribute per Submittal Procedures article above and for Record Documents purposes described in the Special Conditions 01740 "Project Documentation and Closeout."

2.10.4.2 Product Data for Project Information:
2.10.4.2.1 Submittal for CONSULTANT's knowledge as contract administrator for CITY.

2.10.4.3 Product Data for Project Close-out:
2.10.4.3.1 Submit for CITY's benefit during and after the project completion.

2.10.4.4 Submit required number of copies as per CONTRACTOR/CM, plus two (2) copies for CONSULTANT.

2.10.4.5 Mark each copy to identify applicable products, models, options and other data.

2.10.4.6 Supplement manufacturers' standard data to provide information unique to project.

2.10.4.7 Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

2.10.4.8 After review, distribute in accord with Submittal Procedures article above and provide copies for Record Documents described in the

Special Conditions 01740 "Project Documentation and Closeout."

2.10.5 CONSTRUCTION SUBMITTALS

2.10.5.1 Submit one (1) copy of Building Permit, Site Permits, Environmental Permits, or other permits required for construction of work.

2.10.5.2 Submit Payment Applications to CONSULTANT for review for purpose of checking conformance with information given and design concept expressed in Contract Documents.

2.10.5.3 Certificates:
- 2.10.5.3.1 When specified, submit certification by manufacturer, installation/application Sub-Contractor, or CONTRACTOR to CONSULTANT, in quantities specified for Product Data.
- 2.10.5.3.2 Indicate material or Product conforms to or exceeding specified requirements.
- 2.10.5.3.3 Submit supporting reference date, affidavits, and certifications as appropriate.
- 2.10.5.3.4 Certificates may be recent or previous test results on material or Product, but must be acceptable to CONSULTANT.

2.10.5.4 Manufacturer's Instructions:
- 2.10.5.4.1 When specified, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to CONSULTANT for delivery to CITY in quantities specified for Product Data.
- 2.10.5.4.2 Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- 2.10.5.4.3 Refer to Quality Control and Warranty sections for quality assurance requirements.

2.10.5.5 Manufacturer's Field Reports:
- 2.10.5.5.1 Submit reports to CONSULTANT and CITY's Project Manager.
- 2.10.5.5.2 Submit report within ten (10) days of observation to CONSULTANT.
- 2.10.5.5.3 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.

2.10.5.6 Erection Drawings:
- 2.10.5.6.1 Submit drawings to CONSULTANT and CITY's Project Manager.
- 2.10.5.6.2 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.
- 2.10.5.6.3 Data indicating inappropriate or unacceptable work is subject to rejection by CONSULTANT or CITY.

ARTICLE 3 – USE OF CONTRACT DOCUMENTS

3.1 INTENT:

3.1.1 The Contract Documents comprise the entire agreement between the CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents shall be construed in accordance with the laws of the State of Florida with venue in Palm Beach County, Florida.

3.1.2 It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for.

3.2 REFERENCE TO STANDARDS:

3.2.1 Reference to standard specifications, manuals or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the CITY, CONTRACTOR or CONSULTANT or any of their agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CITY, CONSULTANT, or CONSULTANT's agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

3.3 REVIEW OF CONTRACT DOCUMENTS:

3.3.1 The Contract Documents which comprise the Contract between the CITY and the CONTRACTOR are attached hereto and made part hereof and consist of the following:
- 3.3.1.1 The Purchase Order
- 3.3.1.2 Contractor's Bid and Bid Bonds
- 3.3.1.3 Bid Documents consisting of:
- 3.3.1.4 Invitation to Bid and Instructions to Bidders
- 3.3.1.5 General Conditions
- 3.3.1.6 Supplemental Conditions
- 3.3.1.7 Technical Specifications
- 3.3.1.8 All Plans
- 3.3.1.9 All Addenda
- 3.3.1.10 Recorded Public Construction Performance and Payment Bond in a form supplied by the CITY, which shall be provided to the CITY by the CONTRACTOR, along with the return of an executed Purchase Order. The CONTRACTOR shall be responsible for recording the Public Construction Bond.

3.3.1.11 Insurance Certificates shall be provided by the CONTRACTOR, along with the return of an executed copy of the Contract.
3.3.1.12 Any modifications, including change orders, duly delivered after execution of this Contract.
3.3.1.13 Executed Notice to Proceed

3.3.2 Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contact and the terms and conditions of any of the other Contract Documents shall be interpreted in favor of this Contract.

3.3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, the CONTRACTOR shall so notify the CONSULTANT, in writing, at once and before proceeding with the Work affected thereby, and shall obtain written interpretation or clarification except in an emergency as authorized in paragraph 6.13

3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS:

3.4.1 In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Order
2. Construction Contract or Purchase Order.
3. Addenda, with later date having greater priority.
4. Bid Form
5. Special Conditions
6. Supplemental General Conditions
7. Invitation to Bid
8. Instructions to Bidders
9. General Conditions
10. Technical Specifications
11. Contract Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.
However, In the event of inconsistent or conflicting provisions of the Purchase Order or Contract and referenced documents, the following descending order of precedence shall prevail:

1. Specifications
2. Drawings
3. Special/Supplemental Conditions
4. General Conditions
5. Item Description.

3.4.2 With reference to Drawings, the order of precedence is as follows:

1. Figures govern over scaled dimensions.
2. Detail drawings govern over general drawings.
3. Addenda/Change Order drawings govern over any other drawings.
4. Drawings govern over standard drawings.

3.4.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 (Amending of Contract Documents), the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any such standard, specifications, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. The provisions of any such Law or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
3. No provision of any such standard, specifications, manual, code or instruction shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or CONSULTANT, or any of their Sub-Contractors, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CITY, CONSULTANTS or any of CONSULTANT's agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of para 9.11 (Limitations on Consultant) or any other provision of the Contract Documents.

3.5 AMENDING CONTRACT DOCUMENTS:

3.5.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10, Changes in Work).
3.5.2 Additionally, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
3.5.2.1 A Change Order (pursuant to paragraph 10, Changes in Work)
3.5.2.2 CONSULTANT's approval of a Shop Drawings or sample (pursuant to paragraph 6.11, Shop Drawings and Samples), or
3.5.2.3 CONSULTANT's written interpretation or clarification (pursuant to paragraph 9.4, Clarifications and Interpretations).

3.6 REUSE OF DOCUMENTS:

3.6.1 Neither CONTRACTOR nor any Sub-Contractor or Supplier or other persons or organizations performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, Special Conditions or other documents used on the Work; and, they shall not reuse any of these on extensions of the Project or any other project without prior written consent of the CITY and CONSULTANT.

ARTICLE 4 – SITE OF WORK

4.1 AVAILABILITY OF LANDS:

4.1.1 The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed; rights-of-way and easements for access thereto and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands of rights-of-way provided. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities of storage of materials and equipment.

4.1.2 Occupying Private Land: The CONTRACTOR shall not enter upon nor use any property not under the control of the CITY until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of such easement furnished to the CITY and CONSULTANT prior to said use; and neither the CITY nor the CONSULTANT shall be liable for any claims or damages resulting from the CONTRACTOR's trespass on or use of any such properties. The CONTRACTOR shall provide the CITY with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the Work.

4.1.3 Work in State, County and CITY Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property; the CONTRACTOR shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which shall permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the Site presents a neat appearance as part of the Contract.

4.1.4 Work Adjacent to Telephone, Power, Cable TV, and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities; the CONTRACTOR shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

4.1.5 Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. The CONTRACTOR shall remove any earth or excavated materials spilled from trucks and clean the streets to the satisfaction of the CITY, the CONSULTANT, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

4.2 REPORTS OF PHYSICAL CONDITIONS:

4.2.1 Subsurface Explorations: Where applicable, reference is made in the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the Site that have been utilized by CONSULTANT in preparation of the Contract Documents.

4.2.2 Existing Structures: Where applicable, reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 herein) which are at or contiguous to the Site that have been utilized by CONSULTANT in preparation of the Contract Documents.

4.2.3 Neither the CITY nor CONSULTANT makes any interpretation as to the completeness of the reports or drawings referred to in paragraphs 4.2.1 "Subsurface Explorations" or 4.2.2 "Existing Structures" above or the accuracy of any data or information contained herein. CONTRACTOR may rely upon the general accuracy of the technical data contained in such reports and drawings but not for the completeness thereof for CONTRACTOR''s purposes including but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the CONTRACTOR and safety precautions and programs incident thereto. The CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

4.2.4 Where the dimensions and location of existing structures are of importance to the installation or connection of new Work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR's failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR. CONTRACTOR shall bear the full cost of any modifications to the Work which result from subsurface conditions which result from subsurface conditions which could have been reasonably been discovered prior to commencement of the Work or a portion of the work.

4.3 PHYSICAL CONDITIONS – UNDERGROUND FACILITIES:

4.3.1 Indicated: The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the Site is based on information and data furnished to the CITY or CONSULTANT by the owners of such Underground Facilities or by others.

4.3.1.1 The CITY and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data, and

4.3.1.2 The CONTRACTOR shall notify the Underground Service Alert (USA) System, Phone No. 1-800-227-2600 and Sunshine State One Call Services (1-800-432-4770) at least forty-eight (48) hours in advance of the commencement of Work at any site to allow the member of utilities to examine the construction site and mark the location of the utilities' respective facilities.

4.3.1.3 The CONTRACTOR acknowledges that some (or all) of the utility companies with facilities shown on the drawings may not be members of the USA System or Sunshine State One Call Services; and therefore, not automatically contacted by the above referenced telephone number. The CONTRACTOR will be responsible for making themselves aware of utility company facilities not reported by the USA System or Sunshine State One Call Services, and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The CONTRACTOR shall be responsible for notifying all of the utilities at least forty-eight (48) hours in advance of the commencement of Work at any site to allow the utilities to examine the construction site and mark the location of the utilities' respective facilities. The CONTRACTOR shall also be responsible for verifying that each utility has responsibly responded to such notification.

4.3.1.4 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the

CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.10, and repairing any damage thereto resulting from Work, the cost of all of which shall be considered as having been included in the Contract Price.

4.3.1.5 All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipes, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines, and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify both the CITY and occupant of such facilities five (5) calendar days before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from the CITY or occupant, or shall make suitable arrangements for their disconnection by the CITY or occupant. The CONTRACTOR shall be responsible for all damages to any such pipes, conduits or cables, and shall restore them to service promptly, as part of the Work, as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new Work are shown, but are to be verified in the field by the CONTRACTOR prior to performing the Work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc. carefully by hand prior to installing their work. Any discrepancies or differences found shall be immediately brought to the attention of the CONSULTANT in order that necessary changes may be made to permit installation of the Work.

4.3.2 Not Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of; CONTRACTOR shall promptly, after becoming aware of thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.10), identify the owner of such Underground Facility and give written notice thereof to that owner, the CITY and CONSULTANT. The CONSULTANT shall promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility. The Contract Documents shall be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.13.

4.4 DIFFERING SITE CONDITIONS

4.4.1 The CONTRACTOR shall notify the CONSULTANT in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, within twenty-four (24) hours upon their discovery (but in no event later than seven (7) days after their discovery) and before they are disturbed:

4.4.1.1 Subsurface or latent physical conditions at the Site of Work differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in paragraph 4.2 and 4.3 (Physical Conditions, Underground Facilities), and

4.4.1.2 Any unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents including those reports and documents discussed in paragraph 4.2 and 4.3

4.4.2 CONSULTANT shall promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the CITY in writing (with a copy to the CONTRACTOR) of CONSULTANT's findings and conclusions.

4.4.3 If CONSULTANT concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order shall be issued as provided in Article 10 (Changes in Work) to reflect and document the consequences of the difference.

4.4.4 In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, shall be allowable to the extent that they are attributable to any such inaccuracy or difference. No such change shall occur if the differing site conditions could reasonably have been discovered by CONTRACTOR prior to commencement of Work, or a portion of the Work, through the subsurface explorations described in Sections 4.2 and 4.3. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Article 11 (Change of Contract Price) and Article 12 (Change of Contract Time).

4.4.5 The CONTRACTOR's failure to give notice of differing Site conditions within twenty-four (24) hours or no later than seven (7) days of their discovery and before they are disturbed, shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.5 REFERENCE POINTS:

4.5.1 The CITY shall provide, if available, engineering surveys to establish reference points for construction, which in CONSULTANT's judgment are necessary to enable CONTRACTOR to proceed with the Work.

4.5.2 CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 – BONDS AND INSURANCE

5.1.1 CONTRACTOR shall upon delivery of the executed Contract or receipt of Award letter from the CITY, furnish Performance and Payment Bonds, each in an amount at least ONE HUNDRED PRECENT (100%) of the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. Said bonds must be provided to the CITY within ten (10) business days of the Award Letter or delivery of a Purchase Order or contract to the CONTRACTOR to execute and return to the CITY; or the CITY, at its sole discretion and option may terminate the contract. These bonds shall remain in effect at least until one (1) year

after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Special Conditions. Each Bond shall be furnished in an amount equal to ONE HUNDRED PERCENT (100%) of the amount of the Contract award. The form and conditions of the Bond and the Surety shall be as specified and supplied by the CITY in the Bid Documents.

5.1.2 The Surety shall be a nationally recognized Surety Company, acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations vs Treasury Department, and meet other requirements of Section 287.0935 Florida Statutes.

For projects exceeding five hundred thousand dollars ($500,000), all bonds shall be placed with sureties with Best Ratings as stated below:

The name, address, and telephone number of the surety and its agent must be listed on the bond.

5.1.3 For contracts up to $499,999.99, the surety shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the Bid is issued for the Work, otherwise the surety shall have the minimum ratings:

CONTRACT AMOUNT	BEST KEY RATING
Under $500,000	Class IX A or better
$500,000 to $2,499,999.99	Class XI A or better
Over $2,500,000	Class XIV A or better

5.1.4 The Bond shall specifically incorporate and acknowledge the Surety's responsibility for liquidated damages.

5.1.5 Bonds shall be executed and issued by a registered agent, licensed and having an office in the State of Florida representing such corporate sureties.

5.1.6 If the CONTRACTOR is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by duly authorized officer, agent, or attorney-in-fact. There shall be an appropriate number of executed counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by a) appropriate acknowledgement of the respective parties; b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where Bond is executed by agent, officer or other representative of CONTRACTOR or Surety; c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.1.7 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1.3 and 5.1.4, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.3 and 5.1.4. Under no circumstances shall the successful CONTRACTOR begin Work until they have supplied to the CITY Performance and Payment Bonds and Affidavit for Bond using the CITY's form, and the CITY has approved the Bond.

5.1.8 The Bonds must be recorded in the Legal Records Department of Palm Beach County, Florida. Proof of recordation must be submitted to Procurement Services Division. The Bond number must be stated on the first page of the Bond.

5.2 INSURANCE:

5.2.1 The CONTRACTOR agrees to, in the performance of Work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to the CONTRACTOR, its employees, agents, or Sub-Contractors, if any, with respect to the Work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by the CITY's Risk Management Department before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the CITY's Risk Management Department, all insurance certificates required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the CITY harmless from any damage resulting to it for failure to either CONTRACTOR or any Sub-Contractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the CONTRACTOR agrees to maintain during the term of this Contract, unless otherwise stated:

Line of Business/Coverage	Occurrence	Aggregate
Commercial General Liability, including:	$1,000,000	$2,000,000
Premises/Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard		
Products/Completed Operations Broad Form Property Damage Cross Liability and Severability of Interest Clause		
Automobile Liability (including owned, non- owned, and hired)	$1,000,000	$2,000,000

Worker's Compensation & Employer's Liability - Statutory Limits:
$1,000,000 per each disease
$1,000,000 per each accident and
$1,000,000 each employee

5.2.2 The CITY reserves the right to require higher limits depending upon the scope of work under this Agreement.

5.2.3 Neither the CONTRACTOR nor any Sub-Contractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the CITY with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all Sub-Contractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement. In the CITY's sole discretion, CONTRACTOR's failure to timely secure all required insurance shall void this Agreement and the Bid Award and the CITY may select and contract with another reasonable Bidder.

5.2.4 All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier shall give the CITY sixty (60) days notice prior to cancellation.

5.2.5 The CONTRACTOR's general liability insurance policies shall be endorsed to add the CITY of Boynton Beach, its employees, representatives and elected officials as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the CITY. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

5.2.6 The CITY may require that the CONTRACTOR purchase a contract or performance bond equal to the cost of the Project. If the CONTRACTOR is to provide professional services under this Agreement, the CONTRACTOR must provide the CITY with evidence of Professional Liability Insurance with, at a minimum, a limit of $1,000,000 per occurrence and $2,000,000 in the aggregate. "Claims-Made" forms are acceptable for Professional Liability Insurance.

5.2.7 The CITY may require higher limits for Professional Liability Insurance depending on the size of the project. In any event, the Bidder shall maintain such Professional Liability Insurance in effect for three (3) years after the completion of the Project.

5.2.8 If any operations are to be undertaken or are about navigable waters, the CITY will require coverage included with the Worker's Compensation Insurance, the U.S. Longshoremen and Harbor Workers Act and/or Jones Act.

5.2.9 Should the CITY require the Bidder to carry Builder's Risk Insurance for the Project, it must be in the amount equal to the full replacement cost of the Project.

5.2.10 Fulfillment by the Bidder of the insurance provisions does *not* limit the Bidder's liability to the amount of the policy limits.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 CONTRACTOR STATUS:

6.1.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the CITY. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the CITY and the CONTRACTOR, its employees, agents, Sub-Contractors, or assigns, during or after the performance of this Contract. The CONTRACTOR shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

6.2 CONTRACTOR RISK:

6.2.1 The CONTRACTOR shall bear all losses resulting to CONTRACTOR, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in their or its bid on the Contract Price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR has visited the Site, has conducted sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the

requirements of the Contract Documents.

6.2.2 The CONTRACTOR shall protect the entire Work, all materials under the Contract and the CITY's property (including machinery and equipment) in, or on, or adjacent to the Site of the Work until final completion of Work, from action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the CONTRACTOR shall repair at their own expense to the satisfaction of the CITY or its Project Manager. Neither the CITY, nor its officers, employees, or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the CONTRACTOR.

6.2.3 At its expense, the CONTRACTOR shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warning signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property. The term "persons" includes without limitations, members of the public, the CITY and its employees and agents, the Project Manager and his/her employees, CONTRACTOR's employees, CONTRACTOR''s Sub-Contractors and Sub-Contractors respective employees, who are on or about or adjacent to the premises where said Work is to be performed. CONTRACTOR shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted federal, state, and local authorities and building codes.

6.2.4 The CONTRACTOR assumes all risk of loss, damage and destruction to all of its materials, tools, appliances and property of every description and that of its Sub-Contractors and Sub-Contractor's respective employees or agents, and injury to or death of the CONTRACTOR, its employees, Sub-Contractors or Sub-Contractor's respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

6.3 SUPERVISION AND SUPERINTENDENCE:

6.3.1 The CONTRACTOR shall supervise and direct the Work. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain at the Worksite(s), a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as its CONTRACTOR's representative at the Site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the Site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the superintendent shall be mailed to the CONTRACTOR's home office). CONTRACTOR shall notify the CITY in writing of the name, title and contact information for the designated supervisor/superintendent.

6.4 LABOR, MATERIALS AND EQUIPMENT:

6.4.1 The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. They shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours as defined in the Special Conditions herein, and CONTRACTOR shall not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday observed by the CITY, without the CITY's Project Manager's written consent.

6.4.2 Materials and Equipment: The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. All material stored on the job site shall remain the responsibility of the CONTRACTOR until incorporated in the Work. The CITY shall not reimburse the CONTRACTOR for materials lost, stolen, or damaged while stored on the job site.

6.4.3 Condition of Materials: All materials and equipment shall be new. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the Site in their original packages or container with seals unbroken and labels intact.

6.4.4 Installation/Assembly: All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.4.5 Materials, Equipment, Products and Substitutions: CONTRACTOR shall verify that materials, equipment, and products incorporated in the Work are fit for their intended purpose before being purchased by the CONTRACTOR. However, the CONTRACTOR shall submit to the CONSULTANT and the CITY's Project Manager a list of proposed materials, equipment or products, together with such samples considered substitutes as may be necessary to determine their acceptability and obtain approval, pursuant to Section 32, Instruction to Bidders if prior to award, or after award, within ten (10) calendar days after the CONTRACTOR should have been aware of the need for substitution, unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment shall be approved until this list has been received and approved by the CONSULTANT. The CITY may require the CONTRACTOR to furnish at CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute.

6.4.5.1 Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may request the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number and if, the opinion of the CONSULTANT and CITY, such material, article, or piece of equipment is of equal substance and function to that specified, the CONSULTANT with concurrence of the CITY's Project Manager may approve its substitution and use by the CONTRACTOR.

6.4.5.2 The application shall state that the evaluation and acceptance of the proposed substitute shall not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work shall require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service shall be indicated.

6.4.5.3 The application shall also contain itemized estimate of all costs and cost savings that shall result directly or indirectly from acceptance of such substitute, including costs or redesign and claims of other contractors affected by CONSULTANT in evaluating the proposed substitute. CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR's expense, additional data about the proposed substitute.

6.4.5.4 Incidental changes or extra component parts required to accommodate the substitute shall be made by the CONTRACTOR without an increase in the Contract Price or Contract Time. The CONTRACTOR shall reimburse the CITY for charges of the CONSULTANT and CONSULTANT'S consultants for evaluating each proposed substitution. These costs shall include transportation, to operating installation at factories, etc.

6.4.5.5 No substitute shall be ordered or installed without the written approval of the CONSULTANT with the CITY's Project Manager's concurrence.

6.4.5.6 Delay caused by obtaining approvals for substitute materials or installations shall be attributable to CONTRACTOR and shall not be considered justifiable grounds for an extension of construction time.

6.4.5.7 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR.

6.4.5.8 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Sub-Contractor subject to any chattel mortgage or under conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that it has clear title to all materials and supplies used by them in the Work.

6.4.5.9 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction, if applicable, to the CITY and CONSULTANT, if CONTRACTOR submits sufficient information to allow CITY and CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the CITY and CONSULTANT shall be similar to that provided in paragraph 6.4.5.1 (Materials, Equipment, Products and Substitutions, par. 2) as applied by CONSULTANT and as may be supplemented in the Special Conditions.

6.4.5.10 Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

6.5 CONCERNING SUBCONTRACTORS:

6.5.1 The CONTRACTOR shall not employ any sub-contractor, other persons or organization (whether initially or as a substitute) against whom the CITY or the CONSULTANT may have reasonable objection, nor shall the CONTRACTOR be required to employ any sub-contractor against whom it has reasonable objection. The CONTRACTOR shall not make any substitution for any sub-contractor who has been accepted by the CITY's Project Manager and the CONSULTANT, unless the CONSULTANT determines that there is good cause for doing so. If after bid opening and prior to the award of the Contract, the CITY objects to certain suppliers or sub-contractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the Contract Price or Contract Time. If the Contract Price or Contract Time is increased or extended, the CITY may return the Bid Bond and award the Contract to the next qualified, competent Bidder. If after the award of the Contract, the CITY objects to certain suppliers or sub-contractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the CONSULTANT of any such sub-contractor, supplier, or other person or organization shall constitute a waiver of any right of the CITY or CONSULTANT to reject *defective* Work.

6.5.2 Responsibility: The CONTRACTOR shall be fully responsible for all acts and omissions of its Sub-Contractors and of persons and organizations directly or indirectly employed by the CONTRACTOR and of persons and organizations for whose acts any of CONTRACTOR or Sub-Contractor may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY or CONSULTANT and any Sub-Contractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY or CONSULTANT to pay or to see to the payment of any moneys due any sub-contractor or other person or organization, except as may otherwise be required by law. CITY or CONSULTANT may furnish to any sub-contractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account on specific Work done in accordance with the Schedule of Values.

6.5.3 Division of Work: The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among sub-contractors or delineating the Work to be performed by any specific trade.

6.5.4 Terms and Conditions: The CONTRACTOR agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

6.5.5 Agreement: Any and all Work performed for the CONTRACTOR by a sub-contractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the sub-contractor.

6.5.6 Responsibility: The CONTRACTOR shall be responsible for the coordination of the trades, sub-contractors and material men engaged upon in work of the Project...

6.5.7 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work, to bid sub-contractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of sub-contractors, and to give the CONTRACTOR the same power as regards terminating any sub-contract that the CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.5.8 The CITY or CONSULTANT shall not undertake to settle any differences between the CONTRACTOR and his sub-contractors or between sub-contractors.

6.5.9 If in the opinion of the CITY's Project Manager or CONSULTANT, any subcontractor on the Project proves to be incompetent or otherwise unsatisfactory; such Sub-Contractor shall be replaced if and when directed in writing.

6.5.10 CONTRACTOR shall also:

6.5.10.1 Observe work of each subcontractor to monitor compliance with Schedule.
6.5.10.2 Verify that labor and equipment are adequate for the Work and the Schedule.
6.5.10.3 Verify that product procurement schedules are adequate.
6.5.10.4 Verify that product deliveries are adequate to maintain schedule.
6.5.10.5 Report non-compliance to CONSULTANT with recommendation for changes.

6.6 PATENTS, FEES AND ROYALTIES:

6.6.1 The CONTRACTOR shall pay all license fees and royalties and assume all cost incidents to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. They shall indemnify and hold harmless the CITY and CONSULTANT and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6.2 Patent rights: The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, they shall not be responsible for such determination on systems which do not involve purchase by them of materials, appliances and articles.

6.7 PERMITS, LAWS AND REGULATIONS:

6.7.1 Permits: The CONTRACTOR shall secure and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of its Bid. The CITY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CITY shall be invoiced at actual cost without markup.

6.7.2 The CONTRACTOR shall also pay all public utility charges. The CONTRACTOR shall be responsible for obtaining dewatering permits as required. CONTRACTOR shall be responsible for complying with the South Florida Water Management District (SFWMD), Florida Department of Environmental Regulations, United States Environmental Protection Agency and any other regulatory agency requirements including financial responsibility (fines, etc).

6.7.3 Laws and Regulations: The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they shall give the CONSULTANT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CONSULTANT, they shall bear all costs arising therefrom; however, is shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

6.8 TAXES:

6.8.1 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

6.9 RECORD DOCUMENTS/RIGHT TO AUDIT:

6.9.1 The CONTRACTOR shall keep in a safe place one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Such documents shall be available to the CONSULTANT and shall be delivered to the CONSULTANT for the CITY upon completion of the Project. Such documents shall be used for this purpose only. Final acceptance of the project shall be withheld by the CITY until approval of all documents specified herein is made by the CITY's Project Manager.

6.9.2 The awarded CONTRACTOR shall maintain during the term of the Contract all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the CITY's auditor. The awarded CONTRACTOR agrees to make available to the CITY's auditor, during normal business hours, all books of account, reports, and records relating to this Contract for the duration of the Contract and retain them for a minimum period of three (3) years.

6.9.3 The awarded CONTRACTOR shall be aware that the Palm Beach County, Office of Inspector General investigators shall have the power without limitation to audit, investigate, monitor, inspect and review the operations, activities, performance and procurement process of the CONTRACTOR, its Sub-Contractors and lower tier subcontractors and its officers, agents and employees relating to the Contract.

6.9.4 If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all Sub-Contractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. Upon request by the CITY, CONTRACTOR shall provide the accounting records and documents, and other financial data and shall submit true copies of requested records to the CITY.

6.10 SAFETY, PROTECTION AND EMERGENCIES:

6.10.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.10.1.1 All employees on the Work and other persons, who may be affected thereby,

6.10.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Site, and

6.10.1.3 Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.10.2 CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection.

6.10.3 CONTRACTOR shall notify owner of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

6.10.4 All damage, injury or loss to any property referred to in paragraph 6.10.1.2 or 6.10.1.3 caused directly or indirectly, in whole or in part, by CONTRACTOR, any Sub-Contractor, Supplier or any other person or organization directly or indirectly employed by any such entity to perform or furnish any of the Work for anyone for whose acts may be liable, shall be remedied by CONTRACTOR. CONTRACTOR shall not be liable for acts or omissions attributable to the CITY or CONSULTANT.

6.10.5 CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CONSULTANT has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.6 (Substantial Completion) that the Work is acceptable or until any and all final "punch list" items are completed, whichever is later.

6.10.6 The safety provisions of applicable laws and building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws.

6.10.7 The CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from Work, arising out of an and in the course of employment on Work under the Contract. The CONTRACTOR shall promptly furnish the reports concerning these matters to the appropriate Local Public Agency within forty-eight (48) hours of the event or as per specific timeframe specified by such Local Public Agency.

6.10.8 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the Site whose duty shall be prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

6.10.9 HAZARD COMMUNICATION PROGRAMS: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Site in accordance with Laws and Regulations.

6.10.10 SUPERINTENDENT: The CONTRACTOR shall designate a responsible member of their organization at the Site whose duty shall be prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY's Project Manager.

6.10.11 EMERGENCIES: In emergencies affecting the safety of the persons or the Work or property of the Site or adjacent thereto, the CONTRACTOR, without special inspection or authorization from the CONSULTANT or the CITY's Project Manager is obligated to act, at its discretion, to prevent damage, injury or loss.

6.10.12 CONTRACTOR shall give CITY's Project Manager and CONSULTANT prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If CONSULTANT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

6.10.13 During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and they shall take such precautions and procure such additional insurance as they deem prudent. The CONSULTANT may suspend construction operations at any time when in their judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

6.10.14 If the CONTRACTOR believes that additional work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefor as provided in Article 11 (Change in Contract Price) and Article 12, (Change in Contract Time).

6.10.15 NATIONAL EMERGENCY: In the event the CITY is prevented from proceeding with any or all of the Work as stated in the Contract due to a declaration of war, or national emergency by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or government edict, or due to the stoppage of construction caused by any governmental agency, state, CITY, town, or county regulations, orders, restrictions, or due to circumstances beyond the CITY's control; then the CITY herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already commenced, then the CITY shall be liable for only the cancellation or suspension without the addition of prospective profits or other change whatsoever.

6.11 SHOP DRAWINGS AND SAMPLES:

6.11.1 Shop Drawings: After checking and verifying all field measurements, the CONTRACTOR shall submit to the CONSULTANT and the CITY's Project Manager for review in accordance with the accepted schedule of Shop Drawing submissions, (see paragraph 2.9) copies (or at

the CONSULTANT's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the CONSULTANT to review the information as required.

Shop Drawings shall include but not be limited to the following information:

6.11.1.1 Fabrication and Installation Drawings and details
6.11.1.2 Template placement diagrams
6.11.1.3 Manufacturer's installation instructions
6.11.1.4 Product patterns and colors
6.11.1.5 Coordination Drawings
6.11.1.6 Schedules
6.11.1.7 Product mix formula
6.11.1.8 Product design or engineering calculations
6.11.1.9 Other information as required by project

After review, produce copies and distribute per Submittal Procedures article above and for Record Documents purposes described in Section 6.37 Closeout Submittals. Submit to CONSULTANT for purpose of checking conformance with information given and design concept and on to the CITY's Project Manager.

6.11.2 SAMPLES: The CONTRACTOR shall also submit to the CONSULTANT for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples must have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalogue numbers and the use for which intended.

CONTRACTOR shall submit to CONSULTANT for purpose of checking conformance with information given and design concept expressed in the documents.

After review, CONSULTANT shall submit color board to CITY's Project Manager per Submittal Procedures. Samples shall also conform to the following:

6.11.2.1 Sample finishes and colors shall be from full range or manufacturers' standard and colors, textures, and patterns for CONSULTANT's selection and preparation of color board for CITY's approval.
6.11.2.2 After review and approval by the CITY, provide duplicates and distribute per Submittal Procedures.
6.11.2.3 Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
6.11.2.4 Include identification on each sample with full project information.
6.11.2.5 Submit number of samples specified in specifications, one of which CONSULTANT shall retain. Reviewed samples may be used in Work, if indicated.

6.11.3 DEVIATIONS: At the time of each submission, the CONTRACTOR shall, in writing, call the CONSULTANT's attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.11.4 CONFORMANCE REVIEW: The CONSULTANT shall review within fifteen (15) days or as extended by CITY; Shop Drawings and samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such shall not indicate review of the assembly in which the item functions. The CONTRACTOR shall make any corrections required by the CONSULTANT at the CONTRACTOR's expense and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the CONSULTANT. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CONSULTANT on previous submissions. The CONTRACTOR's stamp of approval on any Shop Drawings or sample shall constitute a representation to the CITY and the CONSULTANT that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or they assume full responsibility for doing so, and that they have reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted without the CONTRACTOR's stamp or specific written indication shall be returned without action. Shop Drawings and submittal data shall be reviewed two times, thereafter all further review time shall be charged to the CONTRACTOR.

6.11.5 APPROVAL: No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed and approved by the CONSULTANT. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CONSULTANT.

6.11.6 SPECIFIC DEVIATIONS: The CONSULTANT's review of Shop Drawings or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing, called the CONSULTANT's attention to such deviation at the time of submission and the CONSULTANT has given written approval to the specific deviation, nor shall any review by the CONSULTANT relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

6.11.7 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to CONSULTANT's review and acceptance of the pertinent submission shall be at the sole expense and responsibility of the CONTRACTOR.

6.12 SITE CLEAN UP:

6.12.1 SITE: The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the CITY, the CONTRACTOR shall remove all their surplus and discarded, and excavated materials, and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean all portion of Work involved in any building under this Contract, so that no further cleaning by the CITY is necessary prior to their occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.12.2 BUILDING CLEAN-UP: Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free

from accumulation of waste materials and rubbish. Upon completion of the Work, they shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave their work "broom clean" or the like, unless specified elsewhere in the Contract. The CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.12.2.1 Remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.
6.12.2.2 Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.
6.12.2.3 Remove all temporary protections and clean and polish floors.
6.12.2.4 Clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.
6.12.2.5 General: In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

6.13 PUBLIC CONVENIENCE AND SAFETY:

6.13.1 Convenience: The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions.

6.13.2 Safety: "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, CONTRACTOR shall obtain approval to close the street from the appropriate regulatory agencies having jurisdiction. The CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and also as soon as area is opened. Approval from the CITY shall be coordinated through the Department of Public Works/Engineering, including notification of the news media and affected property owners. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Traffic paths shall be maintained for local traffic.

6.14 SANITARY PROVISIONS:

6.14.1 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in their employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. They shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

6.15 INDEMNIFICATION:

6.15.1 CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals for which the CITY, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the CITY or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the CITY, or its agents, employees or representatives.

6.15.2 The CONTRACTOR, without exemption, shall indemnify and hold harmless, the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyright, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option or expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR for such. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the Work. This article shall survive the termination of any contract with the CITY of Boynton Beach.

6.15.3 The parties agree that Twenty-five Dollars ($25.00) of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR's indemnification of the CITY.

6.15.4 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

6.15.5 The extent of CONTRACTOR's indemnification shall be limited to one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. § 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefor.

6.15.6 Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes § 768.28, as amended from time to time.

6.16 CLAIMS:

6.16.1 In any and all claims against the CITY or the CONSULTANT or any of its agents or employees, by any employee of the CONTRACTOR, any Sub-Contractor, anyone directly or indirectly employed for whose acts may be liable; the indemnification obligation under paragraph 6.15 (Indemnification) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Sub-Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.16.2 Obligation: The obligations of the CONTRACTOR under paragraph 6.13 shall not extend to the liability of the CONSULTANT's negligent acts, errors or omissions or their employees or agents.

6.17 RESPONSIBILITY FOR CONNECTING TO EXISTING WORK:

6.17.1 It shall be the express responsibility of the CONTRACTOR to connect their Work to each part of the existing work or work previously

installed as required by the Drawings and Specifications to provide a complete installation.

6.18 WORK IN STREET, HIGHWAY AND OTHER RIGHTS-OF-WAY:

6.18.1 Excavation, grading, fill, storm drainage, paving and other construction or installations in rights-of-way of streets, highways, pubic carrier lines, utility lines (either aerial, surface or subsurface) etc. shall be done in accordance with requirements of these Specifications and authorities having jurisdiction. The CONTRACTOR shall be responsible for obtaining all permits necessary for the Work. Upon completion of the Work, CONTRACTOR shall present to CONSULTANT certificates, in triplicate from the proper authorities stating that the Work has been done in accordance with their requirements.

6.18.2 The CITY shall cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.19 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.:

6.19.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc. , including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them with utility owner's approval.

6.19.2 NOTICES: The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of their Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this Work.

6.19.3 GOVERNMENT AGENCY CAUSED DELAYS: The CONTRACTOR's attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties in every way possible, so that the construction can be completed in the least possible time.

6.19.4 CODES, LAWS, ORDINANCES AND REGULATIONS: The CONTRACTOR shall have made themselves familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged in the Work, or materials and equipment used in the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding shall be considered on account of their ignorance thereof.

6.20 USE OF PREMISES:

6.20.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in, and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits, easements, and directions of the CITY's Project Manager or Representative, and shall not reasonably encumber the premises with construction equipment or other materials or equipment.

6.20.2 CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the CITY or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by Contract or otherwise resolve the claim. CONTRACTOR shall to the fullest extent permitted by laws and regulations, indemnify and hold the CITY harmless from and against all claims, damages, losses and expenses (including, but not limited to fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or CONSULTANT to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.20.3 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.20.4 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as shall endanger its safety, nor shall it subject any part of the Work to stresses or pressures that shall endanger it.

6.20.5 CONTRACTOR shall enforce the CITY's Project Manager's instructions in connection with signs, advertisements, fires and smoking.

6.20.6 CONTRACTOR shall arrange and cooperate with CITY in routing the parking of automobiles of its employees, sub-contractors and other personnel, and in routing material delivery trucks and other vehicles to the Project Site.

6.21 PROTECTION OF EXISTING PROPERTY IMPROVEMENTS:

6.21.1 Any existing surface and subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project, whether or not such improvements appear on the Drawings, shall be restored to a condition equal or better, to the original state at the time of award of Contract. Such restoration or repair shall be at the sole expense of the CONTRACTOR, and no claim for an increase in the Contract Price under paragraph 6.21 or under Article 10 shall be allowed.

6.22 TEMPORARY HEAT:

6.22.1 The CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of

permanent building construction against injury from dampness and cold, until final acceptance of all work and materials for the Project, unless building is fully occupied by the CITY prior to such acceptance. In which case the CITY shall assume all expenses of heating from date of full occupancy. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR's proposed methods of heating shall be submitted for approval.

6.23 SCHEDULE:

6.23.1 CONTRACTOR shall submit to CONSULTANT for review and comment (to the extent indicated in paragraph 2.6 Finalizing Schedule) proposed adjustments in the progress schedule to reflect the impact thereon of new developments; these shall conform generally to the progress schedule then in effect and additionally shall comply with any provisions of the General Requirements applicable thereto. All approved changes shall be memorialized as change orders.

6.24 CONTINUING THE WORK:

6.24.1 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Article 15 (Suspension and Termination of Work) or as CONTRACTOR and the CITY may otherwise agree in writing.

6.25 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE:

6.25.1 CONTRACTOR warrants and guarantees to CITY and CONSULTANT that all work shall be in accordance with the Contract Documents and shall not be *defective.* That CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the CITY any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended.

CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.25.1.1 Abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, sub-contractors or suppliers; or

6.25.1.2 Normal wear and tear under normal usage

6.25.2 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

6.25.2.1 Observations by CONSULTANT.

6.25.2.2 Recommendation of any progress or final payment by CONSULTANT.

6.25.2.3 The issuance of a certificate of Substantial Completion or any payment by CITY or CONTRACTOR under the Contract Documents.

6.25.2.4 Use or occupancy of the Work or any part thereof by CITY.

6.25.2.5 Any acceptance by CITY or any failure to do so; and

6.25.2.6 Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by CONSULTANT pursuant to paragraph 14.10.

6.26 DELETION/OVERSIGHT/MISSTATEMENT:

6.26.1 Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the Project within the agreed upon timeframe.

6.26.2 The cost of incidental work described in these Contract requirements, for which there are no specific Contract items shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract items. No additional payment will be made therefore.

6.27 EXCEPTIONS TO SPECIFICATIONS:

6.27.1 Any exceptions to the Specifications and/or drawings must be brought to the attention of the CITY's Procurement Services Division in writing prior to the expiration of the Bid question period. Failure to list any exceptions with the Procurement Services Division in writing prior to the end of the Bid question period means that the Bidder is complying 100% with the Specifications. All materials may be inspected by the CITY upon delivery for compliance with said Specifications. Deviations from the Specifications shall be cause for the Bid to be rejected as non-responsive unless the deviation was approved prior to the submittal of bids.

6.27.2 Any deletion, oversight or misstatement of these Specifications shall not release the Bidder from full responsibility for unsatisfactory workmanship and/or materials, together with all appurtenances necessary for unrestricted operation, as determined by the CITY in its sole discretion.

6.28 SILENCE OF SPECIFICATIONS:

6.28.1 The apparent silence of any Specification as to any details, or the omission from the Specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that materials of the first quality and correct type, size and design are to be used. All workmanship is to be of first quality.

6.28.2 Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.

6.29 QUALITY:

6.29.1 Items delivered as a result of award from this Bid shall be free of defects. Any item(s) not meeting this specification shall be replaced by the awarded Bidder/CONTRACTOR at no additional charge to the CITY.

6.30 CONDITIONS OF MATERIALS:

6.30.1 All materials and products supplied by the CONTRACTOR in conjunction with this Bid shall be new, warranted for merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the CITY in excellent condition. In the event that any of the products supplied to the CITY are found to be *defective* or do not conform to the Specifications, the CITY reserves the right to return the product to the Bidder at no cost to the CITY.

6.30.2 The successful CONTRACTOR shall furnish all guarantees and warranties to the CITY's Project Manager or designee prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

6.31 DISPOSAL:

6.31.1 Before the CONTRACTOR disposes of any existing improvements or equipment which is to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in these Specifications, it shall contact the CITY to determine if the removal items are to be salvaged. Items to be salvaged by the CITY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the CITY. Equipment and materials that shall not be salvaged by the CITY shall become the property of the CONTRACTOR to be removed from the Site and disposed in an acceptable manner, pursuant to local, state and federal laws and regulations.

6.32 OCCUPATIONAL HEALTH AND SAFETY:

6.32.1 If the CONTRACTOR, delivers any toxic substance items as defined in the Code of Federal Regulations Chapter 29, it shall furnish to the CITY's Procurement Services Division, a Material Safety Data Sheet (MSDS). The Material Safety Data Sheet shall be provided to the CITY with initial shipment and shall be revised on a timely basis as appropriate. The MSDS must include the following information:

6.32.1.1 The chemical name and the common name of the toxic substance.

6.32.1.2 The hazards or other risks in the use of the toxic substance to include:

6.32.1.2.1 The potential for fire, explosion, corrosion and reactivity.

6.32.1.2.2 The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

6.32.1.2.3 The primary routes of entry and symptoms of overexposure.

6.32.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

6.32.1.4 The emergency procedure for spills, fire, disposal and first aid.

6.32.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6.32.1.6 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information. Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL. 32301-5014, Telephone: 1-800-367-4378.

6.33 OCCUPATIONAL, SAFETY AND HEALTH ASSOCIATION (OSHA)

6.33.1 The CONTRACTOR warrants that the product/services supplied to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition shall be considered as a breach of Contract.

6.34 CONDITIONS AND PACKAGING:

6.34.1 CONTRACTOR understands and agrees that any item offered or shipped pursuant to this Bid shall be new (current production model at the time of the Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.35 UNDERWRITERS' LABORATORIES (UL):

6.35.1 Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination tested where such item has been established by UL for the items offered and furnished.

6.36 ASBESTOS:

6.36.1 CONTRACTOR shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

6.36.2 If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the CONSULTANT. The CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of written notice with special instructions from the CITY through the CONSULTANT.

6.37 CLOSE-OUT SUBMITTALS

6.37.1 SCOPE OF WORK:

6.37.1.1 Close-out procedures

6.37.1.2 Final cleaning

6.37.1.3 Adjusting

6.37.1.4 Project record documents

6.37.1.5 As-built survey
6.37.1.6 Operation and maintenance data
6.37.1.7 Spare parts and maintenance products
6.37.1.8 Warranties and bonds
6.37.1.9 Maintenance service

6.37.2 CLOSE-OUT PROCEDURES

6.37.2.1 The CONTRACTOR shall submit written certification to the CITY and CONSULTANT that the Contract Documents were reviewed, Work inspected and that Work is complete in accordance with Contract Documents and ready for CITY's Project Manager and CONSULTANT's review.

6.37.2.2 The CONTRACTOR shall provide submittals to CONSULTANT and CITY's Project Manager that are required by local, state and federal authorities.

6.37.2.3 The CONTRACTOR shall submit final application for payment to CONSULTANT and CITY's Project Manager identifying total adjusted contract sum, previous payments and sum remaining due.

6.37.2.4 CITY may opt to occupy portions of completed facilities upon Substantial Completion of those portions of Work.

6.37.3 FINAL CLEANING

6.37.3.1 The CONTRACTOR shall execute final cleaning prior to final project assessment.
6.37.3.2 The CONTRACTOR shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, wax, clean and polish transparent and glossy surfaces, vacuum carpet and soft surfaces.
6.37.3.3 The CONTRACTOR shall clean equipment and fixtures to sanitary condition with cleaning materials per manufacturer's written recommendations.
6.37.3.4 The CONTRACTOR shall replace filters of operating equipment
6.37.3.5 The CONTRACTOR shall clean debris from roofs, gutters, downspouts and drainage systems.
6.37.3.6 Clean Site; The CONTRACTOR shall sweep paved areas, rake clean landscaped surfaces.
6.37.3.7 The CONTRACTOR shall remove waste and surplus materials, rubbish, and construction facilities from Site.
6.37.3.8 The CONTRACTOR shall clean and sanitize water fountains (coolers).
6.37.3.9 The CONTRACTOR shall clean ledges, countertops, and shelves with all-purpose and non-abrasive cleaners leaving no residue.

6.37.4 ADJUSTING

6.37.4.1 The CONTRACTOR shall adjust operating products and equipment to ensure smooth and unhindered operations.

6.37.5 PROJECT RECORD DOCUMENTS

6.37.5.1 CONTRACTOR shall maintain in accordance with the Special Conditions in a safe place at the Site, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Field Change Directives and written interpretations and clarifications (issued pursuant to para. 9.4) in good order and annotated to show all changes made during construction. The record documents together will all approved samples and counterpart of all approved Shop Drawings will be available to the CONSULTANT for reference at all times. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to CONSULTANT for the CITY.

6.37.6 OPERATION AND MAINTENANCE DATA:

6.37.6.1 The CONTRACTOR shall submit documentation as noted in individual product specifications and as noted herein.

6.37.7 SPARE PARTS AND MAINTENANCE PRODUCTS:

6.37.7.1 The CONTRACTOR shall provide spare parts; maintenance and extra products in quantities specified in the Specifications to the CITY and obtain receipt prior to final payment.

6.37.8 WARRANTIES:

6.37.8.1 The CONTRACTOR shall submit documentation as noted in individual product specifications and as noted herein and Provide duplicate notarized copies to the CITY.
6.37.8.2 The CONTRACTOR shall execute and assemble transferrable warranty documents from sub-contractors, suppliers and manufacturers.
6.37.8.3 The CONTRACTOR shall provide such warranty documents with a Table of Contents and assemble in D-size, 3-ring white binders with typed title sheet of contents inside durable plastic front cover.
6.37.8.4 The CONTRACTOR shall submit above-referenced warranties to the CITY prior to Final Application for Payment.

6.37.9 MAINTENANCE SERVICE:

6.37.9.1 The CONTRACTOR shall furnish service and maintenance of components indicated in specification sections for one-year from date of Substantial Completion.

6.37.9.2 The CONTRACTOR shall examine, clean, adjust, and lubricate system components as required for reliable operation.

6.37.9.3 The CONTRACTOR shall include systematic examination, adjustment, and lubrication of components repairing or replacing parts as required with parts produced by the manufacturer of the original component.

6.37.9.4 CITY shall approve in writing transfers or reassignments of maintenance service tasks.

6.37.10 ASBESTOS CERTIFICATION:

6.37.10.1 The CONTRACTOR shall provide a notarized letter to CITY certifying that no asbestos containing building materials were used as a building material in the Project, pursuant to Florida Statutes § 255.40.

6.37.11 PRODUCTS:

6.37.11.1 APPROVED PRODUCTS: The CONTRACTOR shall use only cleaning and maintenance products approved for use pursuant to local, state and federal laws and regulations.

6.38 TEMPORARY BARRIERS AND ENCLOSURES:

6.38.1 SCOPE OF WORK:

6.38.1.1 The CONTRACTOR shall provide temporary barriers and enclosures to provide construction work areas separate from Owner's on-going business operations.

6.38.1.2 The CONTRACTOR shall protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.38.1.3 The CONTRACTOR shall provide a chain link fencing surrounding and separating areas under construction, including areas for CONTRACTOR's mobilization and parking separate from existing CITY facilities and on-going business activities.

6.38.1.4 The CONTRACTOR shall provide demising walls and other barriers as required to separate building area under construction that permits safe and unobstructed exiting of partially Owner occupied buildings.

6.38.1.5 The CONTRACTOR shall provide safety of construction workers and CITY staff and visitors located in areas of CITY's facilities not under renovation or construction.

6.38.1.6 The CONTRACTOR shall control dust, erosion and sediment, noise, pollution, rodent and environmental control.

6.38.2 ENTRY CONTROL:

6.38.2.1 The CONTRACOR shall restrict entrance of persons and vehicles onto Project site and existing facilities in accordance with Special Conditions – 01540 and 01541 Security Procedures.

6.38.2.2 Prior to Project commencement, CONTRACTOR's on-site personnel shall meet with CITY's Project Manager to delineate areas for CONTRACTOR's operations to include storage, office trailers, parking, and lay-down areas.

6.38.2.3 Interruption of pre-approved entry controls shall be coordinated with the CITY's Project Manager prior to proposed interruption.

6.38.2.4 The CONTRACTOR shall allow entrance only to the Project site to authorized persons with proper identification.

6.38.2.5 CONTRACTOR/CM shall post "No Trespassing" and "Hard Hat Area" signs along Project perimeter and at construction access points. "No Trespassing" sign shall include statutory language that area is construction site and that trespassing and theft are felonies and violators will be prosecuted. "No Trespassing" sign shall include name of CONTRACTOR/CM. "No Trespassing" signs shall not be larger than 24" (600mm) by 24" (600mm). "Hard Hat Area" sign shall not be larger than 12" (300mm) by 12" (600mm).

6.38.3 DEMISING WALLS:

6.38.3.1 Where the location of construction is contiguous to or within existing CITY premises, the CONTRACTOR shall provide demising walls to physically separate new or renovation work from existing on-going CITY operations.

6.38.3.2 Demising walls shall be contiguous plywood with vapor barrier and wood framing to prevent unauthorized entrance, dust or debris from entering occupied portion of the area.

6.38.3.4 Where construction is overhead, the CONTRACTOR shall provide safe and secure method of access through or adjacent to work with system of scaffolding, plywood or wood planking overhead to prevent falling debris or materials from interrupting safe passage through construction area.

6.38.4 TEMPORARY FENCING:

6.38.4.1 Areas under construction including areas for CONTRACTOR's mobilization and parking shall be separated from CITY facilities to allow for ongoing activities.

6.38.4.2 The CONTRACTOR shall provide chain link fencing along construction zone boundaries.

6.38.4.3 CONTRACTOR shall submit a detailed temporary fencing plan to the CITY and CONSULTANT for review and approval. The plan shall comply with all applicable regulatory code requirements including the latest edition of the Florida Building Code.

6.38.4.4 The CONTRACTOR shall provide access gates required by code for CITY's and CONTRACTOR's access to occupied portion of project site and for construction access.

6.39 ENVIRONMENTAL CONTROLS:

The CONTRACTOR shall:

6.39.1 Protect existing building and adjacent property from dust produced by construction operations. Use encapsulating or wetting devices to control moisture content of traffic and construction areas.

6.39.2 Control surface drainage to prevent off-site discharge or pollutants and prevent erosion and sedimentation.

6.39.3 Provide berms, dikes or drains to divert water flow away from existing structures into storm water retention areas.

6.39.4 Provide methods necessary to prevent mud and debris from entering storm water system.

6.39.5 Provide methods necessary to prevent excessive noise on Site. CONTRACTOR shall comply with OSHA and CITY's noise requirements.

6.39.6 Provide methods necessary to prevent pests and insects from damaging the Work.

6.39.7 Provide methods necessary to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances or pollutants from construction operations.

6.39.8 SUBMITTALS:

6.39.8.1 Comply with Section 2.10 "Submittal Procedures."

6.39.8.2 Submit site plan and floor plans indicating locations and material construction of proposed protective structures.

6.39.9 TEMPORARY FENCING:

6.39.9.1 Provide a six (6) foot high, minimum ten (10) gage minimum or galvanized steel fabric.

6.39.9.2 Fencing shall have six (6) foot high visual fabric cover to block visual access to construction activities.

6.39.9.3 Provide 5/8" C/D plywood sheets, pressure treated or other means of weather protection, with 2 x 4 wood framing at edges and 24" maximum vertical spacing.

6.39.10 TEMPORARY WALLS:

6.39.10.1 Provide demising Wall: 5/8" C/D plywood sheets, 2 x 4 wood framing at 24" maximum spacing, and 10 mil black polyethylene vapor barrier covering with sealed joints.

6.39.10.2 Provide overhead Protection: Metal scaffolding with ¾" B/C plywood or 2" x 12" wood planking.

6.39.11 EXECUTION/INSTALLATION AND REMOVAL:

6.39.11.1 Install temporary fencing prior to start of vertical construction and removed upon completion of work.

6.39.11.2 Install demising walls prior to start of renovations or building additions and removed work.

6.39.11.3 Protect or remove walls during storm events where winds are anticipated over seventy-four (74) miles per hour.

6.40 SECURITY PROCEDURES:

6.40.1 The CONTRACTOR shall protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.40.2 The CONTRACTOR shall initiate security program in coordination with Owner's existing security system at time of Project, mobilizing to ensure safety of employees or persons at the unaffected areas.

6.40.3 The CONTRACTOR shall maintain a security program throughout construction period until Owner's Project acceptance.

6.40.4 PERSONNEL IDENTIFICATION:

6.40.4.1 CONTRACTOR/CM on-site staff, sub-contractors and vendors on Site shall wear identification badges at all times.

6.40.4.2 Identification badges shall be current at time of Project and shall be re-verified and re-issued annually if Project extends past original badge expiration date.

6.40.5 SUBMITTALS:

6.40.5.1 The CONTRACTOR shall comply with Section 2.10 "Submittal Procedures".

6.40.5.2 The CONTRACTOR shall provide a list of personnel proposed to be utilized.

6.40.5.3 The CONTRACTOR shall submit a list of personnel proposed to be substituted for persons already identified to be utilized on the Project.

6.40.5.4 The CONTRACTOR shall provide a security plan to CITY indicating how construction site is to be secured to include normal and emergency egress and ingress.

6.41 PRODUCT SUBSTITUTION PROCEDURES

6.41.1 The CONTRACTOR shall follow the administrative and procedural requirements listed below in Section 6.41.2 for consideration of request for substitution during the design and construction phases.

6.41.2 CONTRACTOR'S SUBMITTAL PROCEDURES:

6.41.2.1 Transmit each substitution request on company letterhead.

6.41.2.2 During bidding phase, substitution requests shall be directed to the CITY's Procurement Services Division.

6.41.2.3 During the construction phase, substitution requests shall be directed to the CONSULTANT.

6.41.2.4 Substitution requests shall identify Project, CONTRACTOR/CM and CONSULTANT during the bidding phase plus Sub-Contractor or supplier during construction phase, indicating Specification Section and Paragraph Number of specified material and pertinent drawing and detail numbers, as appropriate. Include complete information as required in the Substitution Form. Incomplete information will result in automatic rejection of the substitution request.

6.41.2.5 Apply CONTRACTOR's stamp; signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the Work and Contract Documents.

6.41.2.6 Schedule submittals to expedite the Project, and deliver to CONSULTANT or CONTRACTOR/CM at business address. Coordinate submission of related items.

6.41.2.7 For each submittal for review, allow fifteen (15) working days including delivery time to and from the CONSULTANT or CONTRACTOR/CM.

6.41.2.8 Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed work.

6.41.2.9 Provide space for CONTRACTOR/CM and CONSULTANT review stamps.

6.41.2.10 When revised for resubmission, identify all changes made since previous submission.

6.41.2.11 Distribute copies of review submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

6.41.2.12 Submittals not requested will not be recognized or processed.

6.41.3 SUBSTITUTION REQUESTS

Requests for substitutions shall be made no later than ten (10) calendar days prior to Bid date. Requests received afterwards may not be considered.

6.41.4 SCOPE OF WORK:

The CONTRACTOR shall follow the administrative and procedural requirements set forth in Section 6.41.5 to assure quality of construction before and during construction.

Section 6.41.5 states the CONTRACTOR's general requirements for mockups and field samples, constructed, applied or assembled at the Site for review for use as a quality standard.

6.41.5 COORDINATION AND PROJECT CONDITIONS

6.41.5.1 Coordinate scheduling, submittals, and work to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

6.41.5.2 Verify utility requirements and characteristics of operating equipment are compatible with building utilities.

6.41.5.3 Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

6.41.5.4 Coordinate space requirements, supports and installation of mechanical and electrical work that is indicated diagrammatically on Drawings.

6.41.5.5 Follow routing shown for pipes, ducts and conduits as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations for maintenance, and for repairs.

6.41.5.6 Within finished areas, except as otherwise indicated; conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

6.41.5.7 Coordinate completion and clean up work of separate sections in preparation for Substantial Completion and for portions of

work designated for CITY's partial occupancy.

6.41.5.8 After CITY occupancy of premises, coordinate access to Site for correction of *defective* work and work not in accordance with the Contract Documents, to minimize disruption of CITY's activities.

6.41.5.9 Change orders for extra work required by CONTRACTOR/CM due to poor coordination with sub trades will not be considered by the CITY.

6.42 FIELD ENGINEERING

CONTRACTOR shall employ Land Surveyor registered in State of Florida approved by CITY.

6.42.1 CONTRACTOR shall locate and protect survey control and reference points.

6.42.2 CONTRACTOR shall control datum for survey established by CITY provided survey.

6.42.3 CONTRACTOR shall verify setbacks and easements; confirm drawing dimensions and elevations.

6.42.4 CONTRACTOR shall provide field engineering services and establish elevations, lines and levels, utilizing recognized engineering survey practices.

6.42.5 CONTRACTOR shall submit copy of site drawing and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

ARTICLE 7 – OTHER WORK

7.1 RELATED WORK AT SITE:

7.1.1 The CITY may perform other work related to the Project at the Site pursuant to other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such Other Work; and if CONTRACTOR believes that such performance shall involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 (Change in Contract Price) and Article 12 (Changes in Contract Time). If the performance of additional work by other contractor or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.1.2 CONTRACTOR shall afford the CITY and other contractors who are party to such a direct contract (or the CITY, if the CITY is performing the additional work with the CITY's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with the CONTRACTOR's. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of other contractors by cutting, excavating or otherwise altering other contractor's work and shall only cut or alter other contractor's work with the written consent of the CITY and CONSULTANT and the other contractors whose work shall be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in such direct contracts between the CITY and other contractors.

7.1.3 If any part of CONTRACTOR's work depends for proper execution for results upon the work of any such other contractor, other than CONTRACTOR's own SubContractor, CONTRACTOR shall inspect and promptly report to CONSULTANT in writing, any delays, defects or deficiencies in such other contractor's work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR's work. CONTRACTOR's failure to report shall constitute an acceptance of the other contractor's work as fit and proper for integration with CONTRACTOR's work except for latent defects and deficiencies in the other contractor's work.

7.2 COORDINATION:

7.2.1 If the CITY contracts with others for the performance of other work on the Project at the Site, the person or organization who shall have authority and responsibility for coordination of the activities among the various prime contractors shall be identified in the Special Conditions and the specific matters to be covered by such authority and responsibility shall be itemized, and the extent of such authority and responsibilities shall be provided in the Special Conditions. Unless otherwise provided in the Special Conditions, neither the CITY nor the CONSULTANT shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 – THE CITY'S RESPONSIBILITIES

8.1 COMMUNICATIONS TO CONTRACTOR:

8.1.1 CITY shall issue all communications to CONTRACTOR, and provide a copy to CONSULTANT.

8.2 FURNISH DATA:

8.2.1 CITY shall promptly furnish the data required of the CITY under the Contract Documents.

8.3 PAYMENTS:

8.3.1 CITY shall make payments to CONTRACTOR promptly when they are due as provided in Section 14.5 (Review of Application for Progress Payment) and Section 14.10 (Final Payment and Acceptance) of the General Conditions.

8.4 LANDS, EASEMENTS: REPORTS AND TESTS:

8.4.1 The CITY's duties in respect to providing lands and easements and providing engineering surveys, if available and to establish reference points are set forth in paragraphs 4.11 (Availability of Land) and 4.5.1 (Reference Points) of the General Conditions.

8.4.2 The CITY shall identify and make available to CONTRACTOR copies of reports of physical conditions at the Site and Drawings of existing structures that have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2 (Report of Physical Conditions).

8.5 CHANGE ORDERS:

8.5.1 The CITY shall execute Change Orders as provided in Article 10 (Changes in the Work) of the General Conditions.

8.6 SUSPENSION OF WORK:

8.6.1 The CITY's may stop Work, suspend Work or terminate the services of CONTRACTOR pursuant to Paragraph 13.5 (CITY May Stop Work), Paragraph 15.1 (CITY May Suspend Work). Paragraph 15.2 (CITY May Terminate for Cause) and Paragraph 15.3 (CITY May Terminate Without Cause).

8.7 ESTIMATED DOLLAR VALUE:

8.7.1 No guarantee of the dollar amount of this Bid is implied or given. Final amount will be based on actual usage/quantities.

8.8 QUANTITIES:

8.8.1 Quantities shown are estimates only. No guarantee or warranty is given or implied by the CITY as to the total amount that may or may not be purchased from any resulting contract. The CITY reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the CITY. Orders shall be placed as needed by individual locations during the contract period. The CONTRACTOR agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

8.9 ADDITIONAL TERMS AND CONDITIONS:

8.9.1 No additional terms and conditions included with the Bid response shall be evaluated or considered, have any force or effect, and are inapplicable to this Bid. It is understood and agreed that the conditions in these Bid Documents are the only conditions applicable to this Bid and the CONTRACTOR's authorized signature on the Bid Form attests to this.

ARTICLE 9 – CONSULTANT'S STATUS DURING CONSTRUCTION:

9.1 CITY'S REPRESENTATIVE:

9.1.1 The CONSULTANT (if specifically designated), or a specifically designated employee of the CITY, shall act as the CITY's Representative during the construction period. .

9.1.2 The CONSULTANT's or CITY's Representative's decision with the consent of the CITY's Project Manager in matters relating to aesthetics shall be final, if pursuant to the terms of the Contract Documents.

9.1.3 CONSULTANT or CITY's Representative shall work with the CITY to:
- 9.1.3.1 Establish on-site lines of authority and communications; and
- 9.1.3.2 Schedule and conduct pre-construction meeting and progress meetings.

9.1.4 CONSULTANT or CITY's Representative shall also work with the CITY to establish procedures for:
- 9.1.4.1 Submittals
- 9.1.4.2 Reports and Records
- 9.1.4.3 Recommendations
- 9.1.4.4 Coordination of drawings
- 9.1.4.5 Schedules
- 9.1.4.6 Resolution of conflicts

9.1.5 CONSULTANT shall also:
- 9.1.5.1 Interpret Contract specifications and Drawings
- 9.1.5.2 Transmit written interpretations to CONTRACTOR, and to other concerned parties;
- 9.1.5.3 Assist in obtaining permits and approvals
- 9.1.5.4 Verify that CONTRACTOR and SubContractors have obtained inspections for Work and for temporary facilities; and
- 9.1.5.5 Assist CITY to control the use of Site.

9.2 VISITS TO SITE:

9.2.1 After written Notice to Proceed with the Work, the CONSULTANT shall make visits to the Site at intervals appropriate to the various stages of construction or as per CONSULTANT's contract with CITY to observe the progress and quality of the executed Work and to determine in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of its on-site observations, as an experienced and qualified design professional, CONSULTANT shall keep the CITY informed of the progress of the Work and endeavor to guard the CITY against defects and deficiencies in the Work of the CONTRACTOR.

9.3 PROJECT REPRESENTATION:

9.3.1 The CITY of Boynton Beach or its authorized agents, inspectors or representatives shall act within the scope of duties entrusted to them by the CITY.

9.4 CLARIFICATIONS AND INTERPRETATIONS:

9.4.1 The CONSULTANT or CITY's Representative shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the CITY may determine necessary, which shall be consistent with the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

9.5 MEASUREMENTS:

9.5.1 MEASUREMENTS: All Work completed under the Contract shall be measured by the CONSULTANT's or CITY's Representative or Project Representative according to the United States Standard Measures. All linear surface measurements shall be made horizontally or vertically as required by the item measured.

9.6 REJECTING DEFECTIVE WORK:

9.6.1 The CONSULTANT, CITY's Representative or Project Representative shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final inspection). The CONSULTANT, CITY's Representative or Project Representative shall also have authority to require special inspection or testing of the Work as may be individually or severally deemed necessary, whether or not the Work is fabricated, installed or completed.

9.7 SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7.1 The CONSULTANT's responsibility for Shop Drawings and samples shall be pursuant to Sections 6.11 (Shop Drawings and Samples) of the General Conditions.

9.7.2 The CONSULTANT's responsibilities as to Change Orders shall be pursuant to Article 10, (Changes in Work), Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

9.7.3 The CONSULTANT's responsibilities in respect to Applications for Payment, etc. shall be pursuant to Article 14 (Payment to Contractor and Completion) of the General Conditions.

9.8 DETERMINATIONS FOR UNIT PRICES:

9.8.1 The CITY's Project Manager and CONSULTANT shall determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. The CITY's Project Manager and CONSULTANT shall review with CONTRACTOR, CONSULTANT's preliminary determinations on such matters before rendering a written decision by recommendation of an Application for Payment or otherwise. The CITY's Project Manager's written decisions shall be final and binding upon the CITY and CONTRACTOR unless, within ten (10) days after the date of any such decision, the CONTRACTOR delivers to the CITY and to CONSULTANT written notice of intention to appeal from such a decision.

9.9 DECISIONS ON DISPUTES:

9.9.1 The CITY's Project Manager with the input of the CONSULTANT shall be the initial interpreter of the requirements of the Contract Documents and evaluator of the acceptability of the Work under the Contract. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time) in respect to changes in the Contract Price or Contract Time shall be referred initially to CONSULTANT with the consent of the CITY's Project Manager, the CONSULTANT shall render a decision on the claim or disputed matter in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to the CITY's Project Manager and CONSULTANT and the other party(ies) to the Contract promptly (but in no event later than ten (10) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to the CITY's Project Manager and CONSULTANT within ten (10) days after such occurrence, unless CONSULTANT with the consent of the CITY's Project Manager allows an additional period of time to ascertain more accurate data in support of such claim, dispute or other matter.

9.9.2 The CITY's Project Manager and CONSULTANT shall submit any response to the claimant within ten (10) days after receipt of the claimant's last submittal (unless the CITY's Project Manager and CONSULTANT allow additional time). CONSULTANT with the consent of the CITY's Project Manager shall render a formal decision in writing by thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The CITY's Project Manager's written decision, on such claim, dispute, or other matter shall be final and binding upon CONTRACTOR unless:

i) an appeal from CITY/CONSULTANT's decision is taken within the time limits and in accordance with the procedures set forth pursuant to Article 16 (Dispute Resolution); or

ii) a written notice of intention to appeal from the CITY's Project Manager and CONSULTANT's written decision is delivered by CONTRACTOR to the CITY's Project Manager and CONSULTANT within ten (10) days after the date of such decision and a formal proceeding is instituted by the appealing party in forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable laws and regulations within thirty (30) days of the date of such decision, unless otherwise agreed in writing by CITY and CONTRACTOR.

9.9.3 The rendering of a decision by the CITY's Project Manager pursuant to Paragraphs 9.8.1, (Determinations of Unit Prices), 9.9.1 and 9.9.2 (Dispute Resolution) with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.11 (Waiver of Claims) shall be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by laws or regulations in

respect of any such claim, dispute or other matter pursuant to Article 16.

9.10 INSPECTION AND TESTING:

9.10.1 CONSULTANT shall inspect Work to assure performance pursuant to the requirements of Contract Documents as follows:
9.10.1.1 Administer special testing and inspections of suspect Work.
9.10.1.2 Reject Work which does not comply with requirements of Contract Documents.

9.10.2 Coordinate Testing Laboratory Services:
9.10.2.1 Verify that required laboratory personnel and present.
9.10.2.2 Verify that tests are made in accordance with specified standards.
9.10.2.3 Review test reports for compliance with specified criteria.
9.10.2.4 Recommend and administer any required re-testing.

9.11 LIMITATIONS ON CONSULTANT:

9.11.1 Neither CONSULTANT's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by CONSULTANT either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any SubContractor, any Supplier or any other person or organization performing any of the Work, or to any surety.

9.11.2 Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory", or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of the CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.11.3 or 9.11.4 of the General Conditions.

9.11.3 CONSULTANT shall not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT shall not be responsible to CONTRACTOR or CONTRACTOR's failure to perform or furnish the Work pursuant to the Contract Documents.

9.11.4 CONSULTANT shall not be responsible for the acts or omissions of CONTRACTOR or of any SubContractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 – CHANGES IN THE WORK

10.1 AUTHORIZED CHANGES IN THE WORK

10.1.1 Without invalidating the Contract and without notice to any surety, the CITY may at any time order additions, deletions or revisions in the Work; these changes shall be authorized by a Field Order or Change Order. Upon receipt of any such order or document, CONTRACTOR shall promptly proceed with the Work involved that shall be performed under the applicable conditions of the Contract Documents, except as otherwise specifically provided.

10.1.2 If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order, a claim may be made therefor as provided in Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

10.2 UNAUTHORIZED CHANGES IN THE WORK

10.2.1 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Section 3.2 (References to Standards) except in the case of an emergency as provided in Paragraph 6.10.11 (Emergencies) or except in the case of uncovering Work as provided in Paragraph 13.4.2 (Uncovering Work).

10.3 EXECUTION OF CHANGE ORDERS:

10.3.1 The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:
10.3.1.1 Changes in Work, which are ordered by the CITY, pursuant to Paragraph 10.1.1 (Changes in the Work) or are required because of acceptance of *defective* Work under Paragraph 13.9, or are agreed by the parties.
10.3.1.2 Changes in the Contract Price or Contract Time which the parties agree to.
10.3.1.3 Changes in Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to Paragraph 9.9.1 (Decisions on Disputes), provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in Paragraph 6.24.1.

10.3.2 Surety: It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to Contract Price or Contract Time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice shall be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.3.3 Notwithstanding, anything to the contrary contained within the Contract Documents, all change orders involving additional cost or

extensions of time, shall be governed pursuant to the ordinances of the CITY.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 GENERAL

11.1.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Price.

11.1.2 The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to CONSULTANT promptly (not later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of such event. All claims for adjustment in the Contract Price shall be determined by CITY and CONSULTANT in accordance with Paragraph 9.8.1, if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. Any claim for an adjustment in the Contract Price shall not be waived if not submitted in accordance with this Paragraph 11.1.2.

11.1.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.1.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved (subject to provisions of Section 11.5. (Unit Price Work) inclusive).

11.1.3.2 By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit in accordance with Paragraph 11.3.1.2a (Contractor's Fee).

11.1.3.3 On the basis of the Cost of the Work (determined as provided in Section 11.2, inclusive) plus a CONTRACTOR's fee for overhead and profit) determined as provided in Section 11.3, Contractor's Fee, inclusive.

11.2 COST OF THE WORK:

11.2.1 General: The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project and must be approved by the CITY and CONSULTANT before any payment. Such costs shall include only the following items listed below in Paragraphs 11.2.2 thru 11.2.6 and shall not include any of the costs itemized in Paragraph 11.2.7 (Exclusions to Cost of the Work).

11.2.2 Labor: The term Cost of the Work includes payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications including the expenses of performing work after regular hours on Saturday, Sunday and legal holidays, agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Employees under this paragraph shall include superintendents and foremen on site.

11.2.3 Materials and Equipment: The term Cost of Work includes cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Supplier's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CITY deposits funds with CONTRACTOR with which to make payments, in which case, the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the CITY, and CONTRACTOR shall make provisions so that they may be obtained.

11.2.4 Subcontractor: The term Cost of the Work includes payments made by CONTRACTOR to the SubContractors for Work performed by SubContractors, The CONTRACTOR shall obtain competitive bids from subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who shall then determine with the advice of the CONSULTANT, which bids shall be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of Work. All subcontracts shall be subject to all provisions of the Contract Documents.

11.2.5 Costs of Special Consultants: The term Cost of the Work includes special consultants employed for services specifically related to the Work including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants.

11.2.6 Supplemental Costs: The term Cost of the Work includes the following:

a. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers that are consumed in the performance of Work, and costs less than market value of such items used but not consumed which remain the property of the CONTRACTOR.

b. Rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof – in accordance with terms of such rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

c. Cost of premiums for additional bonds and insurance required because of changes in the WORK.

11.2.7 Exclusions to Cost of the Work: The term Cost of the Work shall not include any of the following:

11.2.7.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships) general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site in CONTRACTOR''s principal or branch office for general administration of the Work and not specifically included in the agreed

upon schedule of job classifications referred to in Paragraph 11.2.2 (Labor) or specifically covered by Paragraph 11.2.5 (Costs of Special Consultants) – all of which are to be considered administrative costs covered by the CONTRACTOR's fee pursuant to Paragraph 11.3 of the General Conditions.

11.2.7.2 Expenses of any of CONTRACTOR's offices, including principal and branch offices, other than CONTRACTOR's office at the Site.

11.2.7.3 Any part of CONTRACTOR's capital expenses including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.2.7.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.2.6 (c) above.

11.2.7.5 Costs due to the negligence or intentional acts of the CONTRACTOR, any subcontractor, supplier or anyone whose acts CONTRACTOR or subcontractor may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.2.7.6 Costs associated with fringe benefits that are greater than actual costs; i.e. where worker hours exceed a typical 8-hour day and 40-hour workweek.

11.2.7.7 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.2 (Cost of the Work).

11.3 CONTRACTOR'S FEE:

11.3.1 The CONTRACTOR's fee for overhead and profits shall be determined as follows:

11.3.1.1 A mutually acceptable fixed fee; or if none can be agreed upon;

11.3.1.2 A fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 11.2.2 (Labor) and 11.2.3 (Materials and Equipment) the CONTRACTOR's fee shall be five (5%) percent.

b. For costs incurred under Paragraph 11.2.4 (Subcontractors), the CONTRACTOR's fee shall be five (5%) percent; and if a subcontract is on the basis of Cost of the Work plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all subcontractors shall be five (5%) percent.

c. No fee shall be payable on the basis of costs itemized under Paragraphs 11.2.5 (Cost of Consultants), 11.2.6 (Supplemental Costs) and 11.2.7 (Exclusions).

d. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in CONTRACTOR's fee by an account equal to ten (10%) percent of the net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of net change in accordance with Paragraphs 11.3.1.2(a) through 11.3.1.2(d) inclusive.

11.3.2 Whenever the cost of any work is to be determined pursuant to Paragraph 11.2.1 (General) or Paragraph 11.2.7 (Exclusions), CONTRACTOR shall submit in writing to the CITY and CONSULTANT and in form acceptable to CONSULTANT, an itemized breakdown together with supporting data.

11.4 ALLOWANCES:

11.4.1 It is understood that CONTRACTOR has included in the Contract Price all allowances named in the Contract Documents and shall cause the Work so covered in the Contract documents to be done by such subcontractors or suppliers and for such sums within the limit of the allowances as acceptable to the CITY, CONTRACTOR agrees that:

11.4.1.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes and

11.4.1.2 CONTRACTOR's costs for unloading and handling on the Site, including labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof shall be valid.

11.4.1.3 Prior to final payment, an appropriate Change Order shall be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances and the Contract Price shall be correspondingly adjusted.

11.5 UNIT PRICE WORK:

11.5.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price shall be deemed to include for all Unit Price Work, an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work, times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR shall be made by CONSULTANT and CITY in accordance with Paragraph 9.8 - Determination of Unit Prices.

11.5.2 Each unit price shall be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.5.3 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of work, and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim pursuant to applicable provisions of these General Conditions for an increase in the Contract Price, if the parties are unable to agree as to the amount of any such increase.

11.5.4 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of work and if the CITY believes that CONTRACTOR has incurred reduced expense as a result thereof, CITY may make a claim for a decrease in the Contract Price in accordance with Article 11 – Change in Contract Price if the parties are unable to agree as to the amount of any decrease.

11.6 OMITTED WORK:

11.6.1 The CITY may at any time, by written order, without Notice to the Sureties, require omission of such contract Work as it may find necessary or desirable. An order for omission of Work shall be valid only by an executable Change Order. All Work so ordered must be omitted by the CONTRACTOR. The amount by which the Contract Price shall be reduced shall be determined as follows:

11.6.1.1 By such applicable unit prices, or rates for work of a similar nature or character as set forth in the Contract, or

11.6.1.2 By the appropriate lump sum price set forth in the Contract, or

11.6.1.3 By the reasonable and fair estimated cost of such omitted Work and profit percentage as determined by the CONTRACTOR and the CONSULTANT, and approved by the CITY.

ARTICLE 12 – CHANGE OF CONTRACT TIME

12.1 GENERAL

12.1.1 The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of Contract Time shall be based on written notice delivered by the party making the claim to the other party and to CONSULTANT promptly (but in no event later than seven (7) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice to the extent of the claim with supporting data shall be delivered within seven (7) days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of such event. Claims made beyond these time limits shall be null and void. Reporting of the general nature of the claim shall include at a minimum:

12.1.1.1 Nature of the delay or change in the Work.

12.1.1.2 Dates of commencement/cessation of the delay or change in the Work.

12.1.1.3 Activities on the progress schedule current as of the time of delay or change in the Work affected by the delay or change in the Work.

12.1.1.4 Identification and demonstration that the delay or change in the Work impacts the construction schedule.

12.1.1.5 Identification of the source of delay or change in the Work.

12.1.1.6 Anticipation on impact extent of the delay or change in the Work.

12.1.1.7 Recommended action to minimize delay.

12.1.2 Requests for extension of time shall be fully documented and shall include copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information. In case of continuing cause of delay, only one (1) claim is necessary. Normal working weeks are based on a five (5) day week. All claims for adjustment of the Contract Time shall be determined by the CITY with input from the CONSULTANT. No claim for an adjustment in the Contract Time shall be valid if not submitted in accordance with the requirements of this Article 12 the General Conditions.

12.1.3 If CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) that, in the sole judgment of the CITY whose decision shall be binding upon CONTRACTOR is due to delay beyond the control of the CONTRACTOR, the Contract Times (or Milestones) shall be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in Article 12 of the General Conditions.

12.1.4 Delays beyond the control of CONTRACTOR shall include acts or neglect by the CITY, acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7 – Related Work at Site, fires, floods, epidemics, or acts of God.

12.1.5 The CONTRACTOR must mitigate any loss of time to include but not be limited to performing ancillary Work as is applicable to the Project.

12.1.6 Claims for delay due to inclement weather (i.e. beyond the 10-year mean average) shall be the made within ten (10) days of the inclement weather occurrence.

12.1.7 Delays attributable to and within the control of a SubContractor or supplier shall be deemed to be delays within the control of the CONTRACTOR.

12.1.8 If the CONTRACTOR is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both CITY and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall CITY be liable to CONTRACTOR, and SubContractor, any supplier, any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of the CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts of neglect by utility owners or other contractors performing work as contemplated by Article 7 – Related Work at Site.

12.2 LIQUIDATED DAMAGES

12.2.1 The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY shall suffer financial loss if the Work is not completed within the times specified in Paragraph 2.3 – Notice to Proceed plus any extensions thereof allowed in accordance with Article 12 – Change of Contract Time. Each of the parties acknowledge that it has attempted to quantify the damages which would be suffered by CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with any certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expenses and difficulties involved in providing proof of such damages in a legal proceeding, the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY:

BASE BID	LIQUIDATED DAMAGES PER DAY
$1,000 to $20,000	$100
$20,001 to $75,000	$200
$75,001 to $150,000	$500

$150,001 to $350,000	$750
$350,001 to $750,000	$800
$750,001 to $1,000,000	$1,000
$1,000,001 to $2,000,000	$1,200
$2,000,001 to $3,000,000	$1,500
$3,000,001 to $4,000,000	$1,600
$4,000,001 to $5,000,000	$1,700
$5,000,001 to $6,000,000	$1,800
$6,000,001 to $7,000,000	$1,900
$7,000,001 to $8,000,000	$2,000
$8,000,001 to $9,000,000	$2,100
$9,000,001 to $10,000,000	$2,200
$10,000,001 to $11,000,000	$2,300
$11,000,001 to $12,000,000	$2,400
$12,000,001 and over	$2,500

For each day that expires after the time specified in Paragraph 2.3 – Notice to Proceed, for Substantial Completion until the Work is substantially complete.

12.2.2 After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY:

BASE BID	LIQUIDATED DAMAGES PER DAY
$1,000 to $20,000	$25.00
$20,001 to $75,000	$50.00
$75,001 to $150,000	$125.00
$150,001 to $350,000	$187.50
$350,001 to $750,000	$200.00
$750,001 to $1,000,000	$250.00
$1,000,001 to $2,000,000	$300.00
$2,000,001 to $3,000,000	$370.00
$3,000,001 to $4,000,000	$400.00
$4,000,001 to $5,000,000	$425.00
$5,000,001 to $6,000,000	$450.00
$6,000,001 to $7,000,000	$475.00
$7,000,001 to $8,000,000	$500.00
$8,000,001 to $9,000,000	$525.00
$9,000,001 to $10,000,000	$550.00
$10,000,001 to $11,000,000	$575.00
$11,000,001 to $12,000,000	$600.00
$12,000,001 and over	$625.00

For each day that expires after the time specified in Paragraph 2.3 – Notice to Proceed.

12.2.3 This sum is not a penalty. The CITY reserves the right to additionally recover direct job site expenses, including CONSULTANT's expenses incurred during the period of any delay. The CONTRACTOR shall be liable for liquidated damages even if the Contract is terminated by the CITY for cause or if the CONTRACTOR abandons the Work. The liability of the CONTRACTOR and its surety or sureties for damages provided by this Article is joint and several.

ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 NOTICE OF DEFECTS:

13.1.1 Prompt notice of all defects for which CITY or CONSULTANT have actual knowledge shall be given to CONTRACTOR. All *defective* Work, whether or not completed, may be rejected, corrected or accepted as provided in Article 13 – Tests and Inspections: Correction, Removal or Acceptance of Defective Work.

13.1.2 Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee, shall subject the remedied portion of the Work to an extended guarantee period of one (1) year after the defect has been remedied. The Surety shall be bound with and for the CONTRACTOR in the CONTRACTOR's observance of the guarantee.

13.2 ACCESS TO WORK:

13.2.1 CONSULTANT's and CONSULTANT's representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 TESTS AND INSPECTIONS:

13.3.1 CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

13.3.2 If any federal, state or local laws and regulations require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore pay all costs in connection therewith, and furnish CONSULTANT the required

certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and pay all costs in connection with any inspection or testing required in connection with the CITY's or CONSULTANT's acceptance of supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.3.3 All inspections, tests or approvals other than those required by federal, state, or local laws or regulations shall be performed by organizations acceptable to the CITY and CONSULTANT.

13.3.4 If any work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given CONSULTANT timely written notice of CONTRACTOR's intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

13.3.5 Observations by CITY, CONSULTANT inspections or tests or approvals by others shall not relieve CONTRACTOR from CONTRACTOR's obligation's to perform the Work pursuant to the Contract Documents.

13.3.6 General: For tests specified to be made by the CONTRACTOR, the testing personnel shall make the necessary inspections and tests, the testing work and testing report thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the report shall be submitted and authoritative certification thereof must be furnished to the CONSULTANT as a prerequisite for the acceptance of any material or equipment.

13.3.7 If, in the making of any test of any material or equipment, it is ascertained by the CONSULTANT that the material or equipment does not comply with the Contract Documents, the CONTRACTOR will be notified thereof and it will be directed to refrain from delivering such material or equipment, or to remove it promptly from the Site or from the Work and replace it with acceptable material, without cost to the CITY.

13.3.8 Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes.

13.3.9 Costs. All inspection and testing or materials furnished under this Contract will be provided by the CONTRACTOR, unless otherwise expressly specified.

13.3.10 Materials and equipment submitted by the CONTRACTOR as the equivalent of those specifically named in the Contract may be tested by the CITY for compliance. The CONTRACTOR shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

13.3.11 Certificate of Manufacture: CONTRACTOR shall furnish CONSULTANT authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

13.3.12 These Certificates of Manufacture shall be notarized and include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

13.3.13 Start-up Tests: As soon as conditions permit, the CONTRACTOR shall furnish all labor, materials and instruments and shall make start-up tests of equipment.

13.3.14 If the start-up tests disclose any equipment furnished under the Contract which does not comply with the requirements of the Contract Documents, the CONTRACTOR shall, prior to demonstration tests, make all changes, adjustments and replacements required. The CONTRACTOR shall assist in the start-up tests as applicable.

13.4 UNCOVERING WORK:

13.4.1 If any Work is covered contrary to the request of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for CONSULTANT's observation and replaced at CONTRACTOR's expense.

13.4.2 If CONSULTANT requests that covered Work be observed by CONSULTANT or inspected or tested by others, CONTRACTOR, at CONSULTANT's request shall uncover, expose or otherwise make available for observation, inspection or testing as CONSULTANT may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If however, such Work is found to be *defective*, CONTRACTOR shall be allowed an increase in Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 – Change in Contract Price and Article 12 – Change in Contract Time in the General Conditions.

13.5 CITY MAY STOP THE WORK:

13.5.1 If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work shall conform to the Contract Documents, the CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the Work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

13.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.6.1 If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated,

installed or completed, or if the Work has been rejected by CONSULTANT, remove it from the Site and replace with non-*defective* Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

13.6.2 If the CONTRACTOR refuses to comply, the CITY may do of the following:

13.6.2.1 The CITY shall correct any work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due to the CONTRACTOR, or

13.6.2.2 The CITY shall hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the CITY's Project Manager and in compliance with the CITY's specifications. The CITY's Project Manager shall have the discretion to determine if the Work is satisfactory and in compliance with the specifications.

13.6.3 The remedies contained herein are not exclusive and the CITY/OWNER reserves the right to pursue any and all other remedies it deems applicable.

13.7 ONE-YEAR CORRECTION PERIOD:

13.7.1 If within one (1) year after the date of Acceptance of Work or such longer period of time as may be prescribed by federal, state or local laws and regulations, or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents; any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY's written instructions, either correct such *defective* Work, or if it has been rejected by the CITY, remove it from the Site and replace it with non-*defective* Work.

13.7.2 If CONTRACTOR does not promptly comply with the terms of such instructions or incase of an emergency where delay would cause serious risk of loss or damage; the CITY may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

13.7.3 In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

13.7.4 Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.7.5 Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this Paragraph 13.7 – "One Year Correction Period", the correction period hereunder with respect to such Work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

13.8 ACCEPTANCE OF DEFECTIVE WORK:

13.8.1 Instead of requiring correction or removal and replacement of *defective* Work, CITY (prior to CONSULTANT's recommendation of final payment), if CONSULTANT prefers to accept *defective* Work CITY may accept *defective* Work. If CITY accepts *defective* Work pursuant to this Paragraph 13.8. CONTRACTOR shall pay all claims, costs, losses and damages attributable to CITY's evaluation of and determination to accept such *defective* Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not limited to fees and charges of engineers, architects, attorneys and other professionals).

13.8.2 If any such acceptance of *defective* work occurs prior to CONSULTANT's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11 – Change of Contract Price. If acceptance occurs after such recommendation, CONTRACTOR shall pay an appropriate amount to the CITY.

13.9 CITY MAY CORRECT DEFECTIVE WORK:

13.9.1 If CONTRACTOR fails within thirty (30) days after written notice of CONSULTANT to proceed to correct *defective* Work, or remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 13.7.1, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven (7) days written notice to CONTRACTOR correct and remedy any such deficiency.

13.9.2 To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work, all materials and equipment stored at the Site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CONSULTANT, the CITY's Representative agents and employees, such access to the Site as may be necessary to enable the CITY to exercise the rights and remedies under this Paragraph.

13.9.3 All direct, indirect and consequential costs of the CITY in exercising such rights and remedies under this Paragraph shall be charged against CONTRACTOR by CITY, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. The CITY shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefore as provided in Article 11 – Change of Contract Price. Such direct, indirect and inconsequential costs shall include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs, and all costs of repair and/or replacement of Work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* work. CONTRACTOR shall also be responsible for restoring any other sites affected by such repairs or remedial work at no cost to the CITY. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY's rights pursuant to Paragraph 13.9 of the General Conditions.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION:

14.1 SCHEDULE OF VALUES

14.1.1 The schedule of values established as provided in Paragraph 2.9 – Finalizing Schedules, shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to CITY and CONSULTANT.

14.2 UNIT PRICE BID SCHEDULE

14.2.1 Progress payments on account of Unit Price Work shall be based on the number of units completed.

14.2.2 The quantities for payment under this Contract shall be determined by actual measurement of the completed items in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained pursuant to these General Conditions.

14.2.3 The CONTRACTOR shall receive and accept the compensation provided in the Bid and the Contract documents as full payment for furnishing all materials, labor, tools and equipment for performing all operations necessary to complete the Work under the Contract and also in full payment for all loss or damages arising from the nature of the Work or from any discrepancy between the actual quantities of Work and quantities herein estimated by the CONSULTANT, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until final acceptance by the CITY.

14.2.4 The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the Work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price stated in the Bid shall be in accordance with the description of that item.

14.3 APPLICATION FOR PAYMENTS:

14.3.1 Unless otherwise prescribed by federal, state or local law, at the end of each calendar month, the CONTRACTOR shall submit to the CONSULTANT for review, an Application for Payment (AFP) filled out and signed by the CONTRACTOR, covering the Work completed as of the date of the Application and accomplished by such supporting documentation pursuant to the Contract Documents.

14.3.2 The Net Payment Due to the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted from the amount of retainage specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by CONTRACTOR. Retainage shall be calculated based upon the above-mentioned sub-total.

14.3.3 The CONTRACTOR shall list each Change Order executed prior to date of submission, at the end of the continuation sheets and shall list by Change Order Number, and description, as for an original component item of work.

14.3.4 As provided for in the Application for Payment (AFP) form, the CONTRACTOR shall certify for each current pay request that all previous progress payments received from the CITY, under this Contract have been applied by the CONTRACTOR to discharge in full all obligations of the CONTRACTOR in connection with Work covered by prior Application for Payment (AFP), and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. CONTRACTOR shall attach to each Application for Payment (AFP) like obligation discharge affidavits by all subcontractors.

14.4 CONTRACTOR'S WARRANTY OF TITLE:

14.4.1 The CONTRACTOR warrants and guarantees that title to all Work and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall have passed to the CITY prior to the making of an Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"), and that no work or equipment covered by an Application for Payment shall have been acquired by the CONTRACTOR or by any other party performing the Work at the Site or furnishing equipment for the Project, subject to an agreement under which an interest therein or encumbrances thereon is retained by the seller of such products or otherwise imposed by the CONTRACTOR or such other person.

14.5 REVIEW OF APPLICATIONS FOR PAYMENT:

14.5.1 CONSULTANT shall, within ten (10) days after receipt of each Application for Payment, either indicate in writing, a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing CONSULTANT's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty (30) days after receipt of the Application for Payment by the CITY with CONSULTANT's recommendation, the amount recommended shall (subject to the provisions of the last sentence of paragraph 14.5.4) become due and when due shall be timely paid by the CITY to CONTRACTOR.

14.5.2 CONSULTANT's recommendation of any payment requested in the Application for Payment shall not prohibit the CITY from withholding payment or prohibit the CITY from paying additional sums regarding other matters or issues between the parties.

14.5.3 CONSULTANT's recommendation of final payment shall constitute a representation by CONSULTANT to the CITY that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.10, Final Payment and Acceptance, have been fulfilled.

14.5.4 CONSULTANT may refuse to recommend in whole or any part of any payment if, in CONSULTANT's opinion, it would be incorrect to make such representations to the CITY. The CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT's opinion to protect the CITY from loss, including but not limited to:

14.5.4.1 The Work is *defective* or completed Work has been damaged requiring correction or replacement.

14.5.4.2 The Contract Price has been reduced by a Written Amendment or Change Order.

14.5.4.3 The CITY has been required to correct *defective* Work or complete Work pursuant to Paragraph 13.9, or

14.5.4.4 The CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in Paragraphs 15.2.1 through 15.2.1.9 inclusive (CITY May Terminate).

14.5.5 The CITY may refuse to make payment of the full amount recommended by the CONSULTANT because claims have been made against the CITY on account of CONTRACTOR's performance or furnishing of the Work, or there are other items entitling the CITY to credit against the amount recommended but the CITY must give CONTRACTOR written notice (with a copy to CONSULTANT) stating the reasons for such action. Reasons the CITY may refuse to make payment include but are not limited to:

14.5.6 The Work for which payment is requested cannot be verified by the CITY.

14.5.7 Claims or Liens have been filed against the CITY relating to the Project or there is reasonable evidence indicating the probable filing thereof.

14.5.8 Upon unsatisfactory obligation of the Work, including failure to clean up as required.

14.5.9 Upon CONTRACTOR's persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents.

14.5.10 Upon liquidated damages payable by the CONTRACTOR, or

14.5.11 Upon any other violation of, or failure of CONTRACTOR to comply with, the provisions of the Contract Documents.

14.6 SUBSTANTIAL COMPLETION:

14.6.1 When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the CONSULTANT in writing that the Work is substantially complete and request that the CONSULTANT prepare a Certificate of Substantial Completion.

14.6.2 The CITY, the CONSULTANT and the CONTRACTOR shall make an inspection of the Work within fifteen (15) calendar days after notice from the CONTRACTOR that the Work is substantially complete to determine the status of completion. If the CONSULTANT does not consider the Work substantially complete, the CONSULTANT shall notify the CONTRACTOR in writing giving the reasons therefor. If the CONSULTANT considers the Work to be substantially complete, the CONSULTANT shall prepare and deliver to the CITY for its execution and recordation, the Certificate of Substantial Completion, signed by the CONSULTANT and CONTRACTOR, which shall affix the Date of Substantial Completion.

14.6.3 The CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list", pursuant to Paragraph 14.12 of the General Conditions.

14.7 PARTIAL UTILIZATION:

14.7.1 The CITY shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged work except such as may be caused by agent or employees of the CITY.

14.7.2 Prior to Substantial Completion, the CITY, with the approval of the CONSULTANT and with written notice to the CONTRACTOR, may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.7.3 Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, CONSULTANT, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by the CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

14.7.3.1 The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR shall certify to the CITY and CONSULTANT that said part of the Work is substantially complete and request CONSULTANT to issue a Certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and CONSULTANT in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request CONSULTANT to issue a Certificate of Substantial Completion for that part of the Work. Within fifteen (15) days after either such request, the CITY, CONTRACTOR and CONSULTANT shall make an inspection of that part of Work to determine its status of completion. If CONSULTANT does not consider that part of the Work to be substantially complete, CONSULTANT shall notify the CITY and CONTRACTOR in writing giving the reasons therefore. If CONSULTANT considers that part of the Work to be substantially complete, the provisions of Paragraphs 14.6.1 and 14.6.2 shall apply with respect to Certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.7.3.2 The CITY may at any time, request CONTRACTOR in writing to permit the CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request shall be sent to CONSULTANT and within fifteen (15) days thereafter, the CITY, CONTRACTOR and CONSULTANT shall make an inspection of that part of the Work to determine its status of completion and shall prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY and CONSULTANT that such part of the Work is not ready for separate operation by the CITY; CONSULTANT shall finalize the list of items to be completed or corrected and shall deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which shall become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless CONTRACTOR shall have otherwise agreed in writing and so informed CONSULTANT). During such operation and prior to Substantial Completion of such part of the Work, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on such list and to complete other related Work.

14.8 FINAL INSPECTION:

14.8.1 Upon written notice from the CONTRACTOR that the entire Work or an agreed upon portion thereof is complete, CONSULTANT shall make a final inspection with the CITY and CONTRACTOR and shall notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, *defective*, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as necessary to remedy such deficiencies.

14.9 FINAL APPLICATION FOR PAYMENT:

14.9.1 After CONTRACTOR has completed in writing all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Paragraph 14.6, Substantial Completion) and other documents- all as required by the Contract Documents, and after CONSULTANT has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work.

14.10 FINAL PAYMENT AND ACCEPTANCE:

14.10.1 Upon receipt of written notice from the CONTRACTOR that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment with the Warranty of Title and accompanying documentation; the CITY's CONSULTANT shall promptly examine the Work and making such tests as he/she may deem proper, and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced professional Consultant, shall satisfy themselves that the CONTRACTOR's statement appears to be correct and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled. The CONSULTANT shall then inform the CITY in writing that CONSULTANT have examined the Work and that it appears, to the best of the CONSULTANT's knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders that the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, and that CONSULTANT therefore recommend acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the CITY's CONSULTANT does not in any way relieve the CONTRACTOR from their responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the CONSULTANT or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR.

14.10.2 The CONSULTANT shall then make a final estimate of the value of all Work done and shall deduct all previous payments which have been made. The CONSULTANT shall report such estimate to the CITY together with his/her recommendation as to the acceptance of the Work or his/her findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the CONSULTANT's estimate and recommendation to the CITY, the CITY shall make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, or as may be lawfully retained, including but not limited to, Liquidated Damages, as applicable. Title passes and warranty begins at final acceptance.

14.10.3 All prior estimates are subject to correction in the final estimate. Thirty (30) days after approval by the CITY of the Application for Final Payment, the amount recommended by CONSULTANT shall become due and shall be paid to the CONTRACTOR.

14.11 WAIVER OF CLAIMS:

14.11.1 The making and acceptance of Final Payment shall constitute:

14.11.1.1 Waiver of all claims by CITY against CONTRACTOR, except claims arising from unsettled Liens from *defective* Work appearing after final inspection, pursuant to Paragraph 14.8, Final Inspection, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents or the Performance and Payment Bonds; and

14.11.1.2 Waiver of all claims by CONTRACTOR against CITY other than those previously made in writing and still unsettled at the time of making an acceptance of Final Payment.

14.12 PUNCHLIST PROCEDURES:

As per Florida Statutes § 218.735(7)(a)(ii), punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.1 Within fifteen (15) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a Substantial Completion Walkthrough with CITY and CONSULTANT. The purpose of the Substantial Completion Walkthrough is to develop a preliminary punchlist ("Punchlist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR, CONSULTANT and CITY during the Substantial Completion Walkthrough. Completion of the Work as defined by the Contract, again predicated upon the CONTRACTOR's timely initiation of a request for the Substantial Completion Walkthrough. At its option, CITY may conduct Substantial Completion Walkthrough with its Field Inspector and CONSULTANT.

14.12.2 CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Substantial Completion Walkthrough itself, or thereafter for a period of thirty (30) days from the date of the Substantial Completion Walkthrough.

14.12.3 No later than thirty (30) days following the scheduled Substantial Completion Walkthrough, CONTRACTOR shall again initiate and request a second walkthrough of the Project with CITY. The purpose of this second walkthrough is to identify which items remain to be performed from the Substantial Completion Walkthrough Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Substantial Completion Walkthrough Punchlist) and for the purpose of developing a joint Final Punchlist.

14.12.4 The intent of this section is for the CITY and the CONTRACTOR to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services or as defined in the Contract Documents.

14.12.5 In no event may the CONTRACTOR request payment of final retainage under Florida Statutes § 218.735(7)(d) until the CONTRACTOR considers the Final Punchlist to be 100% complete.

14.12.6 CONTRACTOR agrees to complete the Final Punchlist items within thirty (30) days of the date of its issuance by CITY.

14.12.7 CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as the Final Punchlist is 100% complete.

14.12.8 CONTRACTOR acknowledges and agrees that CITY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such CITY generated lists prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by CITY during performance of the Work.

14.12.9 CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by CITY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Florida Statutes § 218.735(7)(d), CITY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the Schedule of Value associated with such work activity, but rather total costs are based upon the value (i.e. cost) of completing such work activity based upon market conditions at the time of Final Punchlist completion.

14.13 RETAINAGE PROCEDURES:

14.13.1 Pursuant to Florida Statutes § 218.735(8)(a). The CITY may withhold retainage of five (5%) percent of all monies earned by the CONTRACTOR and shall be retained by the CITY until Final Completion of the construction services purchased (defined as that point at which 100% of the constriction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached and acceptance by the CITY as defined in Florida Statutes § 218.735(7)(d).

14.13.2 This section does not prohibit the CITY from withholding retainage at a rate less than five (5%) percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the Contract, or from releasing at any point all or a portion of any retainage withheld by the CITY which is attributable to the labor, services, or materials supplied by the CONTRACTOR or by one or more subcontractors or suppliers. If the CITY makes any payment of retainage to the CONTRACTOR which is attributable to the labor, services, or materials supplies by one or more subcontractors or suppliers, the CONTRACTOR shall timely remit payment of such retainage to those subcontractors and suppliers.

14.13.3 This section does not require the CITY to pay or release any amounts that are subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statutes § 255.05 or otherwise the subject of a claim or demand by the CITY or CONTRACTOR.

14.13.4 The time limitations set forth in this section for payment requests, apply to any payment request for retainage made pursuant to this section.

14.13.5 Paragraph 14.13.2 do not apply to construction services purchased by the CITY which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

14.13.6 This subsection does not apply to any construction services purchased by the CITY if the total cost of the construction services as identified in the contract is $200,000 or less.

14.13.7 All payments dues under this section and not made within the time periods specified by this section shall bear interest at the rate of one (1%) percent per month, or the rate specified by contract, whichever is greater.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION:

15.1 CITY MAY SUSPEND/STOP WORK:

15.1.1 THE CITY MAY SUSPEND WORK: The CITY may, at any time and without cause, suspend the Work or any portion thereof for period of not more than ninety (90) days by notice in writing to CONTRACTOR and CONSULTANT which shall affix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so affixed. If CONTRACTOR claims an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, CONTRACTOR may make a claim as provided in Articles 11 (Change of Contract Price) and Article 12 (Change of Contract Time) of the General Conditions.

15.1.2 THE CITY MAY STOP WORK: The CITY or CITY's Representative may stop the Work or any portion thereof when it has been determined that the CONTRACTOR is not complying with the Drawings or Specifications or the intent thereof. The Stop Work order may be verbal and the CONTRACTOR shall cease work immediately except for leaving the Work area in a safe and acceptable condition. A verbal Stop Work order shall be followed by a confirmation in writing. The CONTRACTOR shall not be allowed an increase in the Contract Price or an extension of the Contract Time during the Stop Work period. A Start Work order may be verbal and shall be followed by a confirmation in writing.

15.2 CITY MAY TERMINATE FOR CAUSE:

15.2.1 Upon the occurrence of any one or more of the following events:

15.2.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to CONTRACTOR's bankruptcy or insolvency;

15.2.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code (Title 11, United States Code) as now

or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to CONTRACTOR's bankruptcy or insolvency;

15.2.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.1.5 If CONTRACTOR admits in writing an inability to pay the debts generally as they become due;

15.2.1.6 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.6 as revised from time to time);

15.2.1.7 If CONTRACTOR disregards any federal, state or local laws and or regulations of any Local Public Agency regulations that apply.

15.2.1.8 If CONTRACTOR disregards the authority of CONSULTANT; or

15.2.1.9 If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.2.1.10 In the event of termination; the CITY may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the CONTRACTOR shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the CITY in completing the Project and for reimbursement for damages incurred. The CITY may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by CONTRACTOR to complete the Work. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the expense incurred by the CITY to finish the Work (including additional managerial and administrative services, plus the CITY's direct, indirect and consequential losses), exceeds the unpaid balance on the Contract, the CONTRACTOR or Surety shall pay the difference to the CITY promptly upon demand. The expense incurred through the CONTRACTOR's default, shall be certified by the CITY's Project Manager. The CONTRACTOR shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the CONTRACTOR and its surety or sureties for such damages and costs is joint and several. The obligations of the CONTRACTOR and their surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the CONTRACTOR and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the Project in its entirety. These clauses shall survive the termination of this CONTRACT. If the CITY makes a determination pursuant to this Contract to hold the CONTRACTOR in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The CONTRACTOR agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, any and all claims for consequential damages, loss of bonding capability, destruction of business, unabsorbed home office overhead, lost profit and related claims.

15.2.2 Where CONTRACTOR's services have been terminated by the CITY, the termination shall not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by the CITY shall not release CONTRACTOR from liability.

15.3 CITY MAY TERMINATE WITHOUT CAUSE:

15.3.1 The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the CONTRACTOR, and in such event, the CITY shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CITY also shall reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of Work paid directly to the CONTRACTOR, not including overhead, general expenses or profit. The CITY shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination, if the CONTRACTOR can show proof of such purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it, all or some subcontracts, construction, plants, materials tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

15.4 REMOVAL OF EQUIPMENT DUE TO TERMINATION:

15.4.1 Removal of Equipment: In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the CITY or CITY's Project Manager, shall promptly remove any part of all of this equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

15.5 CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5.1 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY, or under an order of court or other public authority, or CONSULTANT fails to act on any Application of Payment within thirty (30) days after it is submitted, or the CITY fails to pay any sum finally determined to be due within sixty (60) days to CONTRACTOR, CONTRACTOR may upon CITY's and CONSULTANT's receipt of seven (7) days written notice to the CITY and CONSULTANT, terminate the Contract and the CITY shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination. The CITY shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR to promptly assign CITY all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event, the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Contract, if CONSULTANT has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to the CITY

and CONSULTANT, stop the Work until payment of all amount becomes due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations under Paragraph 6.24 – Continuing the Work, to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY or CONSULTANT.

ARTICLE 16 -DISPUTE RESOLUTION

16.1 GOOD FAITH EFFORT:

16.1.1 Any disputes relating to interpretation of the terms of this Contract or a question or fact arising under this Contract, shall be resolved through good faith efforts upon the part of the CONTRACTOR and the CITY or CITY's Project Manager. At all times, the CONTRACTOR shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the CITY or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement of CONTRACTOR and CITY's or CITY's Project Manager shall be decided by the CITY MANAGER or CITY MANAGER's designee who shall reduce the decision to writing. The decision of the CITY MANAGER or CITY MANAGER's designee shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.2 MEDIATION:

16.2.1 Prior to initialing any litigation concerning this Contract, the CITY reserves the right to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Palm Beach County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

ARTICLE 17 – MISCELLANEOUS:

17.1 GIVING NOTICE:

17.1.1 All notices, requests, consents and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to :

To CITY:
User Department
100 E. Ocean Avenue
Boynton Beach, Florida 33435

WITH A COPY TO:
Director of Financial Services
Procurement Services Division
100 E. Ocean Avenue
Boynton Beach, Florida 33435

CONTRACTOR:
Individual or to a member of the firm or to an officer of the
corporation for whom it is intended.

17.2 COMPUTATION OF TIME:

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a federal or state legal holiday, such day shall be omitted from the computation.

17.3 NOTICE OF CLAIM:

17.3.1 Should CITY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within seven (7) calendar days of the first observance of such injury or damage. The provisions of this Paragraph 17.3 shall not be construed as a substitute for a waiver of the provisions of any applicable statute of limitations or repose or an actual waiver of the provisions.

17.4 CULMULATIVE REMEDIES:

17.4.1 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Sections 6 – Contractor's Responsibilities, Section 13 – Test and Inspections, Correction, Removal or Acceptance of Defective Work, Section 14 – Payments to Contractor and Completion, and Section 15 – Suspension of Work and Termination, and all of the rights and remedies available to the CITY and CONSULTANT thereunder, are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all duties and obligations which are otherwise imposed or available by federal, state and local laws or regulations, by special warranty or guarantee or by any other provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents, and the provisions of this paragraph shall be as effective as if stated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy. All representations warranties and guarantees made in the Contract Documents shall survive final payment and termination of completion of the Contract.

17.5 ACCIDENT AND PREVENTION:

17.5.1 The safety provisions of applicable laws and building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The CONTRACTOR shall maintain an accurate record of all cases of death, occupational diseases, or injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment on Work under the Contract. The CONTRACTOR shall promptly furnish the local public agency with reports concerning these matters.

17.6 FLORIDA PRODUCTS AND LABOR:

17.6.1 The CONTRACTOR shall comply with Florida Statutes § 255.04, which requires that on public building contracts, Florida products and labor shall be used whenever price and quality are equal.

17.7 EMPLOYEES:

17.7.1 All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

17.7.2 Any person employed on the Project who fails, refuses, or neglects to obey the instructions of the CONTRACTOR in anything relating to this Project, or who appears to the CITY or CITY's Representative to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be discharged at once and will no longer be employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, CONSULTANT, or their inspectors by the CONTRACTOR or its employees or agents, shall be authority for the CITY to annul the Contract and re-let the Project. No intoxicating substance shall be allowed at the Project Site.

17.8 NON-DISCRIMINATION:

17.8.1 The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination, rates of pay or other form of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. These provisions apply to all subcontractors and CONTRACTOR is responsible for the subcontractor compliance.

17.9 DRUG-FEE WORKPLACE:

17.9.1 The CITY requires all prospective CONTRACTORS to maintain a Drug-Free Workplace and have their Drug-Free Workplace policy posted in their offices and available for inspection by the CITY.

17.10 PUBLIC ENTITY CRIMES:

17.10.1 Pursuant to Florida Statutes § 287.133, as amended; a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to 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 § 287.017 for CATEGORY TWO or higher for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

17.11 ASSIGNMENT:

17.11.1 This Contract nor any monies due hereunder, or any part thereof; shall not be assigned or transferred by CONTRACTOR without written consent of the party sought to be bound. The CITY shall not be liable to any assignee or transferee of the Contract or any monies due hereunder without the previous written consent of the CITY, to the assignment or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

17.12 VENUE:

17.12.1 This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

17.13 FUNDING OUT:

17.13.1 It is necessary that fiscal funding out provisions be included in all Bids in which the terms are for periods longer than one year. Therefore, the following funding out provisions are an integral part of this Invitation to Bid and CONTRACTOR agrees that:

17.13.2 The CITY during the contract period may terminate or discontinue the items covered in this Bid for lack of appropriated funds upon the same terms and conditions.

17.13.3 Such prior written notice shall state that the lack of appropriated funds is the reason for termination.

17.14 CITY's PURCHASING CARD:

17.14.1 The CITY has authorized use of a Purchasing Card to expedite small dollar purchases for materials, supplies and other items needed for

daily operations. CONTRACTOR may be presented these Purchasing cards by authorized CITY personnel for the above mentioned purchases.

17.14.2 The CITY reserves the right to use the Purchasing Cards as an optional payment method to pay invoices for the project Work submitted by the CONTRACTOR.

17.15 DEBARMENT:

17.15.1 The CITY shall have the authority to debar a person/corporation/contractor for cause for consideration of award of future contacts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

17.16 REQUIREMENTS FOR PERSONNEL ENTERING CITY PROPERTY:

17.16.1 Possession of firearms shall not be tolerated in or near CITY buildings. Nor shall violation of Federal, State and local laws and policies regarding Drug-Free Workplace be tolerated. Violators shall be subject to immediate termination.

17.16.2 "Firearm" means any weapon (including a starter gun or antique firearm) which is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame of receiver of any such weapon; any destructive device; or any machine gun.

17.16.3 No person who has a firearm in their vehicle may park their vehicle on CITY premises.

17.16.4 If any employee of CONTRACTOR or Sub-Contractor is found to have brought a firearm on CITY property, such employee must be terminated from the Project by the CONTRACTOR or Sub-Contractor. If the Sub-Contractor fails to terminate such employee, the Sub-Contractor's agreement with the CONTRACTOR for the CITY project shall be terminated. If the CONTRACTOR fails to terminate such employee or fails to terminate the agreement with the Sub-Contractor who fails to terminate such employee, the CONTRACTOR's agreement with the CITY shall be terminated.

17.17 PRODUCT RECALL:

17.17.1 In the event the CONTRACTOR receives notice that a product delivered by the CONTRACTOR to the CITY has been recalled, seized, or embargoed, and/or has been determined misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any state or federal regulatory agency, the CONTRACTOR shall notify the CITY's Procurement Services Division within two (2) business days of receiving such notice. The CITY's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the CONTRACTOR's duty to notify the CITY, CONSULTANT and CITY's Procurement Services Division that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the CITY shall include the name and description of the affected product; the approximate date the affected product was delivered to the CITY; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the CITY, if necessary to protect the health, welfare, and safety of CITY employees, and any health hazards known to the CONTRACTOR which may be caused or created by the affected product.

17.17.2 The CONTRACTOR shall, at the option of the CITY's Procurement Services Division, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the CITY. The CONTRACTOR shall be responsible for removal and/or replacement of the affected product within the time specified by the CITY, without causing significant inconvenience to the CITY.

17.17.3 At the option of the CITY, the CONTRACTOR may be required to reimburse storage, disposal and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The CONTRACTOR shall bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to removal and/or replace the affected product with an equivalent replacement within the time specified by the CITY, without causing significant inconvenience to the CITY shall be considered a default of the Contract.

17.18 RIGHTS TO BID DOCUMENTS:

17.18.1 All copies and contents of any proposal, attachment, and explanation thereof submitted in response to this Invitation to Bid (except copyright material), shall become the property of the CITY of Boynton Beach. The CITY reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Florida Statutes, Chapter 119. Such material shall be returned to the Bidders prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

17.19 SEVERABILITY:

17.19.1 Indulgence by the CITY on any non-compliance by the CONTRACTOR does not constitute a waiver of any rights under this Invitation to Bid. If any term or provision of this Bid or resulting Contract, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Bid or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.

17.20 VERIFICATION OF EMPLOYMENT STATUS:

17.20.1 The CITY shall not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized immigrant workers, constituting a violation of the employment provisions contained in U.S. C. Section I324a(e) (Section274A9e) of the Immigration and Nationality Act (INA). The CITY shall consider the employment by any contractor of unauthorized aliens a violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the CITY.

17.21 ABBREVIATIONS AND SYMBOLS:

17.21.1 Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specifications or standards which is current on the date of Advertisement of Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirement shall govern.

17.21.2 In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

17.21.3 ABBREVIATIONS:

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturer's Assoc.
AASHO	The American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturer's Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturer's Assoc.
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturer's Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers (Now IEEE)
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institution
ASA	American Standards Association (Now ANSI)
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preserver's Association
AWPB	American Wood Preserver's Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association
BIA	Brick Institute of America (Formerly, SCPI)
CDA	Copper Development Association
CFS	Cubic Feet Per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcement Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT Spec	Standard Specification for Road and Bridge Construction, Florida Department of Transportation
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
FCI	Fluid Control Institute
FEC	Florida East-Coast Railway
FDER	Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
Fed Spec	Federal Specification

FPL	Florida Power and Light
FPS	Feet Per Second
FS	Federal Standards
GA	Gypsum Association
GPM	Gallons Per Minute
HMI	Hoist Manufacturer's Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
ID	Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
LWDD	Lake Worth Drainage District
MF	Factory Mutual System
MGD	Million Gallons Per Day
MHI	Materials Handling Institute
MIL	Military Specifications
MMA	Monorail Manufacturer's Association
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Threads
NSC	National Safety Council
NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere
PSIG	Pounds per Square Inch Gauge
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SFWMD	South Florida Water Management District
SIGMA	Sealed Insulating Glass Manufacturer's Association
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
TAS	Technical Aid Series
TCA	The Council America
TDH	Total Dynamic Head
TH	Total Head
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
USACE	United States Army Corps of Engineers
USASI	United States of American Standards Institute

17.21.4 GENERAL ABBREVIATIONS AND ACRONYMS

ACR	Attenuation-to-Crosstalk Ration
ADA	Americans with Disabilities Act
AFF	Above finished floor
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials (ASTM International)
AWG	American Wire Gauge
BD	Building distributor (replacing main-cross connect and MDF as "building service" (room identifiers)
BICSI®	Building Industry Consulting Service International, Inc.
BTU	British Thermal Unit
CATV	Community Antenna Television (Cable Television)
CD	Campus distributor (replacing main-cross connect and MDF as "campus-wide service" room identifiers). Also, compact disk for storage of audio or video information.

dB	Decibel
EMT	Electrical metallic tubing
ENT	Electrical non-metallic tubing
EDPM	Ethylene-polypropylene-diene membrane
EF	Entrance facility
EIA	Electronic Industries Alliance
ELFEXT	Equal Level Far End Crosswalk
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Inference
ER	Equipment Room, Replacing "TR"
FMC	Flexible metallic conduit
FCC	Federal Communications Commission
FD	Floor Distributor (replacing network room, intermediate and horizontal cross-connect, and telecommunications as "building service" room identifiers). Also, Floor Drain as part of building plumbing system.
FDDI	Fiber Distribution Data Interface
FEXT	Far-End Crosstalk
FOTP	Fiber Optic Test Procedure
Freq	Frequency
GE	Ground equalizer (replacing TBBIBC)
Gnd	Ground
HB	Handbox, also hose bibb for water supply part of plumbing system
HC	Horizontal Cross-Connect (replaced by floor distributor "FD")
HH	Handhole
HVAC	Heating, Ventilation, and Air-Conditioning
Hz	Hertz
IC	Intermediate Cross-Connect (replaced by "BD" or "FD"
IEEE	Institute of Electrical and Electronics Engineers
IMC	Intermediate metal conduit
ISO	International Organization for Standardization
ISP	Inside Cable Plant
LFMC	Liquidtight flexible metal conduit
LFNC	Liquidtight flexible non-metallic conduit
Mbps	Megabits per second
MC	Main Cross-Connect (replaced by campus distributor "CD")
MDF	Main Distributor Frame (replaced by "CD" or "BD")
MER	Main Equipment Room
MH	Maintenance Hole
MHz	Megahertz
NBR	Acrylonitrile-butadiene rubber
NEC	National Electric Safety Code, C2-1997
NFPA	National Fire Protection Association
NDPES	National Pollutant Discharge Elimination Systems
NR	Network Room
OSHA	Occupational Safety and Health Administration
OCP	Outside Cable Plant
OTDR	Optical Time Domain Reflectometer
PR	Pair
RCDD®	Registered Communications Distribution Designer
RFI	Radio Frequency Interference
RH	Relative Humidity
RNC	Rigid nonmetallic conduit
SM	Single Mode
TBB	Telecommunication Bonding Backbone
TBBIBC	Telecommunication Bonding Backbone Interconnecting Bonding Conductor (replaced by ground equalizer "GE")
TE	Telephone Equipment (Wall Mounted Equipment Rack)
TGB	Telecommunications Grounding Buss Bar
TIA	Telecommunications Industry Association
TMGB	Telecommunications Main Grounding Buss Bar
TR	Telecommunications Room (being replaced with "ER")
UL	Underwriters Laboratory
UPS	Uninterruptible Power Supply
WAO	Work Area Outlet

17.21.5 UNITS OF MEASURE

Weights and Measures shall be identified by Weights and Measures Division, NIST., U.S. Department of Commerce, 100 Bureau Drive, Stop 2600, Gaithersburg, MD 20899-26.

END OF SECTION

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

SPECIFICATIONS & TECHNICAL REQUIREMENTS

DIVISION 1 – 01000 GENERAL

SC01000	General Requirements
SC01010	Summary of Project
SC01025	Measurement and Payment Procedures
SC01027	Applications for Payments
SC01041	Project Coordination
SC01050	Field Engineering
SC01065	Permits and Fees
SC01070	Abbreviations and Symbols
SC01091	Reference Specifications
SC01100	Special Project Procedures
SC01110	Environmental Protection Procedures
SC01153	Change Order Procedures
SC01200	Project Meetings
SC01310	Progress Schedules
SC01340	Shop Drawings, Working Drawings, and Samples
SC01370	Schedule of Values
SC01380	Construction Photographs
SC01390	Video and Photographic Site Survey
SC01400	Quality Requirements
SC01500	Construction Facilities and Temporary Controls
SC01505	Mobilization
SC01525	Construction Aids
SC01530	Barriers
SC01540	Security and Safety Procedures for Infrastructure Projects
SC01541	Security and Safety Procedures for Water Treatment Plant Projects
SC01568	Temporary Erosion and Sedimentation Control
SC01570	Maintenance of Traffic
SC01580	Project Identification and Signs
SC01600	Material and Equipment
SC01630	Substitutions and Product Options
SC01650	Start-Up
SC01700	Contract Closeout
SC01705	Record Drawing Requirements
SC01710	Cleaning
SC01730	Operating and Maintenance Data
SC01740	Warranties and Bonds
SC01800	Miscellaneous Work and Clean Up

DIVISION 2 – 02000 SITE CONSTRUCTION

02018	Vibration Monitoring
02060	Aggregate Materials

02082 Public Manholes and Structures
02084 Wet Wells
02112 Asbestos Cement Pipe Removal/Disposal
02221 Building Demolition
02230 Site Clearing
02270 Sedimentation and Erosion Control
02300 Earthwork
02320 Trenching and Excavation
02322 Dewatering and Drainage
02324 Backfill
02371 Riprap and Rock Lining
02446 Directional Drilling Pipe 12” or Less
02447 Jack and Bore
02513 Public Water & Reclaimed Water Distribution Systems
02516 Disinfection of Potable Water Distribution Systems
02536 Force Mains
02538 Sanitary Sewer System
02630 Storm Drainage
02668 Valves and Appurtenances
02730 Milling of Existing Asphalt Payment
02734 Flow Bypass Pumping
02740 Subgrade, Base Course and Asphalt
02821 Chain Link Fences and Gates
02841 Guardrail
02924 Seed, Mulch and Fertilizer
02925 Sodding
02930 Exterior Plants
02960 Restoration of Surface Improvements

DIVISION 3 – 03000 CONCRETE

03300 Cast-In-Place Concrete
03415 Pre-stressed Concrete Piles
03930 Concrete Rehabilitation

END OF SECTION

SECTION 01000 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the Work is presented in Section SC01010: Summary of Project.

B. Work Included:

1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the work. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Consultant, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. The CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

2. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made aforementioned incidental work.

3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Consultant, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of its workmanship, materials, and equipment.

1.02 CONTRACT DOCUMENTS

A. The Technical Specifications consist of three (3) parts: General, Products and Execution. The General part of a Specification contains General Requirements which govern the work. Products and Execution Parts modify and supplement the General Requirements by detailed requirements for the work and shall always govern whenever there appears to be a conflict.

B. Intent:

1. Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The silence of the Specifications as to any detail, or the omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor.

2. Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time.

2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Consultant as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the Consultant that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from

the site or from the work and replace it with acceptable material, without cost to the CITY.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized federal, state and local law test codes and manufacturer recommendation.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

2. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the CITY for compliance. The Contractor shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish Consultant authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents upon Project completion.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Startup Tests

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

1.05 CARE AND PROTECTION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Consultant.

1.06 MEASUREMENT AND PAYMENT

Payments will be made on completion of each phase of the Work and acceptance by the CITY shall be made pursuant to this Contract.

1.07 WORKING HOURS:

1. Working on this Contract shall be conducted during normal working hours (7:00 AM to 5:00 PM) on weekdays. Unless otherwise authorized in writing by the Project Manager, no work shall be performed on weekends, on City observed holidays or between 5:00 PM and 7:00 AM on weekdays.

2. Construction observation and/or inspection services needed beyond normal working hours as defined above, shall be paid for by the Contractor at an hourly rate of $100.00 for each inspector providing such services.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01010 - SUMMARY OF PROJECT

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

A. The work under this project consists of: Emergency Repair of Water, Wastewater,A. Stormwater, Reclaimed Water, and Raw Water Utilities on an As-Needed Basis.

C. Omission of a specific item or component of a system obviously necessary for the proper functioning of the equipment or system shall not relieve the Contractor of the responsibility of furnishing the item as part of the work at noB. additional expense to the Owner.

D. Except as specifically noted elsewhere, Contractor(s) shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, water, heat, utilities, and temporary facilities necessary for the proper execution and completion of work.

E. Concurrent with the installation of the water main, drainage or sanitary sewer improvements and when shown on the project construction drawings, the work includes swale development and improvements on both sides of the streets in the project area. Work includes re-grading, driveway apron reconstruction and all surface restoration.

F. Restoration shall immediately follow the acceptance of required system testing and be performed as required by Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.

1.02 RELATED REQUIREMENTS

A. Section SC01025: Measurement and Payment

B. Construction Facilities and Temporary Controls: Section SC01500

C. Restoration of Surface Improvements: Section SC02960

1.03 CONTRACTS

A. Construct the Work in accordance with Section SC01025: Measurement and Payment Procedures.

1.04 CONTRACTOR'S USE OF SITE/PREMISES

A. Contractor shall limit their use of the premises for Work and storage, to the areas designated.

B. Coordinate use of premise under direction of CITY and/or Consultant.

C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.

D. Move any stored Products, under Contractor's control, which interfere with operations of the CITY, other contractors or the general public.

1.05 SAFETY AND OSHA COMPLIANCE

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

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

PART 2 – PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star-Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range makers by 3M from Mexico.

2.2 SALVAGED MATERIALS

In the absence of special provisions to the Contract, salvaged materials, equipment or supplies that occur are the property of the CITY and shall be cleaned, stored and delivered to the CITY as directed by the CITY's Project Manager.

2.3 CERTIFIED CHEMICALS

The Contractor shall use U.S. Department of Agriculture certified chemicals only during performance of all work under this contract. All chemicals used during project construction or furnished for project whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA and be accompanied by an MSDS. Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions.

PART 3 – EXECUTION

3.1 CONTRACTOR SUPERVISION

A. As required by the Contract Documents, the Contractor's Project Representative (Superintendent) shall be on site at all times and actively engaged in controlling and coordinating all on site project activities including direction and oversight of self-performed and subcontractor work activities.

B. The Superintendent/Contractor's Project Representative shall have the full authority to receive instructions to execute the orders or directions of the CITY and Consultant.

3.2 GENERAL

A. The Contractor shall, prior to entering any section, prepare Pre Construction video and digital photographs, in accordance with Section 01390 VIDEO SITE SURVEY, of each property and Right-of-Way (ROW) areas to determine existing site conditions. Together the video and photographs will provide the basis for the condition of restoration required in Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.

B. The Contractor shall notify all property owners / residents forty-eight (48) hours prior to working in public Rights-of-Way or easements affecting or adjoining their properties. Notification shall be by hand-delivered flyer that shall contain the following information:

1. Project Name
2. Date of Commencement
3. Description of Work
4. Name of Contractor
5. Name of Contractor's Representative
6. Local Phone Number of Contractor's Representative

The CITY must approve the Contractor's notification prior to issuance. Contractor must submit Contractor's Notification to CITY and CONSULTANT in writing within one (1) week prior to working in public Right-Of-Ways (ROW) or easements affecting for adjoining property owner's property.

C. The Contractor shall, prior to the removal of any fences, erect temporary fences to secure the owner's property. These temporary fences shall be of 4' high woven wire (2" x 4" grid), on the T line post 10' on centers. These fences shall run along the easement line and will remain in place until the permanent fence is re-erected.

D. The Contractor shall not start major construction activities, such as pipeline and structure excavations, or preparation for major activities, such as setting wellpoints and header pipe, just prior to extended holiday periods such as the typical week taken off at the end of each year.

3.3 NPDES COMPLIANCE

A. Prior to the commencement of work, the Contractor must obtain the permit coverage for stormwater discharge from large and small construction activities and must implement appropriate pollution prevention techniques and SWPPP to minimize erosion and sedimentation to properly manage the stormwater runoff. The Contractor shall prepare a NPDES Site Plan including sketches and Best Management Practice procedures for review and comment from the Project Manager. The NPDES Site Plan shall include the control of stormwater, ground water and subsurface water during dewatering operations.

(DEP adopted Rule 62-621.300 (4), F.A.C., with specific provisions for requesting permit coverage for the management of stormwater discharge from large and small construction activities.)

B. The permit coverage for construction activities is to be obtained by submitting DEP form 62-621.300 (4) (b) Notice of Intent (NOI) to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and by preparing and implementing a Stormwater Pollution Prevention Plan (SWPPP). After construction is complete, Notice of Termination (NOT) to discontinue the permit coverage is to be submitted by utilizing form 62-621.300 (6).

C. For additional information contact NPDES Stormwater Section at:

Florida Department of Environmental Protection
Tallahassee, FL 32399-2400
(850) 921-9904

3.4 PROTECTION OR REMOVAL OF UTILITY LINES

A. Prior to construction the Contractor shall locate for physical location, elevation and dimensions and adequately uncover existing utilities, (within the path of its proposed work), to determine possible conflicts. By starting underground constructions, the Contractor has agreed that it is fully responsible for any and all damages and/or delays that may arise from not having adequately locating the underground utilities. This applies to underground utilities that are shown on the project construction drawings and those that have been physically marked in the field by the various locating organizations or agencies.

B. Information provided on the plans may be used as an approximate guide to assist the Contractor, however, the Contractor shall rely on actual field investigation to assure that all of the existing utilities are accurately located prior to commencement of its work.

C. Existing structures reflect the best available information, but it shall be the Contractor's responsibility to acquaint itself with all information and to avoid conflict with existing conditions. Contractor shall protect all existing utility lines that are to be retained, or utility line constructed during excavation operations, from damage during excavation and backfilling; if damaged, repair at Contractor's expense.

D. Existing Utility Lines to be Retained: Contractor shall repair damaged lines that are not shown on drawings, or locations of which

are not known to Contractor in sufficient time to avoid further damage.

E. Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.

F. Prior to commencement of any excavation, the Contractor shall comply with Florida Statute 553.851 for the protection of underground gas lines and underground telecommunication lines.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 GENERAL

The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the CONSULTANT, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.

The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section.

The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.02 MEASUREMENT

A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein.

1.03 AUTHORITY

A. Measurement methods delineated in the FDOT Standard Specifications for Road and Bridge Construction, latest Edition, or the individual specification sections complement the criteria of this section. In the event of conflict, the Contractor shall notify the CITY in writing. In determining the resolution, the CITY shall consider the requirement of the individual specification section, FDOT requirements and this Section.

B. Any requirements of the Contract Documents, i.e., technical specifications or project construction drawings for which the method of payment is not explicitly defined are considered to be incidental costs and should be included in other pay items as appropriate.

1.04 RELATED SECTIONS:

A. Applications for Payments: Section SC01027

B. Shop Drawings, Working Drawings, and Samples – Section SC01340

C. Schedule of Values: Section SC01370

D. Change Order Procedures: Section SC01153

E. Field Engineering: Section SC01050

F. Quality Requirements: Section SC01400

G. Record Drawing Requirements – Section SC01705

H. Testing Specific Utility Systems

1. Refer to Section 02513 POTABLE WATER AND RECLAIMED WATER DISTRIBUTION SYSTEMS, 02536 FORCE MAINS and Section 02538 SANITARY SEWER SYSTEMS for applicable and specific requirements. Contractor is responsible for all testing costs associated with these systems.

1.05 ALLOWANCES –

1. Actual costs to be reimbursed by the City.

1.06 SCHEDULE OF VALUES

A. Submit Schedule of Values at the Pre-Construction Meeting.

B. The Schedule of Values shall be a computer generated original. When the Contractor's proposed Schedule of Values is accepted by the CITY, it shall become the basis for the Application for Payment.

C. Contractor shall only revise the accepted Schedule of Values to identify, as separate line items approved on a Field Order or Change Order. The CITY may issue a Field Order substituting or modifying Schedule of Value items.

1.07 APPLICATIONS FOR PAYMENT

A. Refer to Section SC01027 – APPLICATIONS FOR PAYMENT

B. Submit one (1) original Application for Payment (AFP) for review, authorization and processing.

I. Content and Format: Utilize Schedule of Values for listing items in Application for Payment outlining the following:

Provide a column for each of the following:

a. Item Number

b. Item Description

c. Quantity

d. Unit of measurement

e. Scheduled Value

f. Change Orders

g. Work Completed:
1. Previous Period (Quantity and Value)
2. This Period (Quantity and Value)

h. To Date (Quantity and Value)

i. Percentage of Completion

j. Balance to Finish

k.. Retainage

NOTE: There is no column for "Materials Stored", the CITY does not pay for items ordered and/or stored on site. As defined later in this Section, payment for pay items are paid for once the item is installed, measured in place, completed and accepted.

J. Include one (1) set of progress photographs with each Application for Payment. Refer to the Contract Documents, specifically Section SC01380 CONSTRUCTION PHOTOGRAPHS for specific details and requirements.

K. Application for Final Payment must be marked FINAL. Contractor must include in the FINAL AFP package, proof of payment and final settlement with the CITY with regards to any temporary and/or construction water meters used during the course of the project.

L. When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation shall be incidental to the Unit Price of the pipeline.

1.08 MEASUREMENT OF AND PAYMENT FOR WORK

A. **Monthly Payments to the Contractor.** The Contractor shall plan its work for construction on the basis of twelve (12) monthly pay periods per year. So long as the work is prosecuted in compliance with the provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the CITY of the proportionate value of the work done, items, and locations of the work performed up to and including the last day of the period then ending. The CONSULTANT will then review such estimate and make the necessary recommendations to the Contractor for revision. The Contractor shall revise the Application for Payment and resubmit to the CONSULTANT for review and Certification. **Redlined Applications for Payment will not be accepted by the CITY.** If the Contractor and the CONSULTANT do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the CONSULTANT shall be binding. The amount of such estimate after deducting ten percent (10%) and all previous payments, shall be due and payable to the Contractor in accordance with the Florida Prompt Payment Act, §218.70 Florida Statutes, as may be amended from time to time.

B. Substantiating Data: When the CONSULTANT requires substantiating information, Contractor shall submit data justifying quantities and dollar amounts in question. Contractor shall provide three (3) copies of data with cover letter for each copy of submittal showing application number and date, and line item by number and description.

1.09 MEASUREMENT AND PAYMENT - UNIT PRICES

A. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.

B. Contractor shall take daily and weekly measurements and compute quantities. The Contractor shall review and sign these daily and weekly measurements with the CONSULTANT. The CONSULTANT shall also sign-off on the weekly measurement sheets indicating the CONSULTANT's progressive concurrence with the quantities. The Contractor shall transmit the signed-off weekly measurement sheets to the CONSULTANT. These measurement sheets shall be used to form the basis of the quantities claimed on the Application For Payment.

C. Unit Quantities

1. Quantities indicated in the Schedule of Bid Items are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Consultant and CITY determine payment.

2. If the actual Work requires more or fewer quantities than those quantities indicated in the bid items, Contractor shall provide the required quantities at the unit sum/prices contracted.

D. Payment Includes: Full compensation for required labor, products, tools, equipment, facilities, transportation, services and incidentals; erection; application or installation of an item of the Work; and overhead and profit.

E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the CONSULTANT and CITY, multiplied by the unit sum/price for Work, which is incorporated in or made necessary by the Work.

1.10 Measurement of Quantities:

A. Weigh Scales: Inspected, tested and certified by the applicable State of Florida Weights and Measures department within the past year.

B. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.

C. Metering Devices: Inspected, tested and certified by the applicable State of Florida Weights and Measures Department within the past year.

D. Measurement by Weight: Concrete reinforcing steel rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

E. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness**.**

F. Measurement by Area: Measured by square dimension using mean length and width or radius.

G. Linear Measurement: Measured by linear dimension, at the item centerline. Minor offsets (less than a total of five (5) feet) will not be measured for payment. Measurement shall be along the horizontal axis at finished grade.

H. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed and accepted item or unit of the Work.

I. Payment for Work does not indicate acceptance. Work items previously paid for may require additional work effort to bring them into compliance with the requirements of the specific technical specifications and/or project drawings.

1.11 UNIT OF MEASURE – SCHEDULE OF BID PRICES

Payment for furnishing and installing those items cited in the Schedule of Bid Items and subsequent Schedule of Values is noted herein. If "remove and replace" is indicated on the project construction drawings (by either annotation or line weight), then the item descriptions below include the removal and proper disposal of the existing items.

General

Mobilization/Demobilization, Bonds & Insurance

1. Payment for the General Conditions shall be made on the basis of percentage of the Lump Sum Price and shall be full compensation for preparatory work and operations in mobilizing and demobilizing for the project including but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site, for establishment of temporary offices/field trailer, buildings, safety equipment, sanitary and other facilities and compliance with permit conditions for permits secured by either the Owner or Contractor. This pay item shall include all General Requirements not listed as separate items. The cost of bonds, required insurance, permits and any other pre-construction expense necessary for the start of the work shall also be included in the General Conditions.

Maintenance of Traffic

1. The quantity of traffic control to be considered for payment shall be equivalent to the percentage of the project determined by the Engineer to be complete as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.

2. Payment for traffic control shall be made on the basis of a percentage (as determined in '1' above) of the Lump Sum (LS) Price. The contract unit price shall include compensation for required labor, materials, and equipment necessary to keep roadways and property accesses in service during construction activities in accordance with the Contract Documents.

3. A detailed MOT plan will need to be provided by the Contractor and approved by City and Palm Beach County when applicable.

4. This item includes maintenance of traffic plan, traffic control, flagman, detour signs, barricades, advance warning arrow panels, temporary signage, construction and removal of temporary access driveways to residential homes, commercial material for driveway

maintenance, etc. in order to provide safety and traffic access in accordance with local and state requirements.

5. This item also includes furnishing and installing material (temporary pavement or asphalt millings) for temporary roadways for local resident access and emergency vehicle access during the duration of the construction, and for providing all restoration due to the construction temporary roadways.

6. Refer to Specification Section SC01570 Maintenance of Traffic.

As-Built Record Drawings

2. Payment for Record Drawings shall be made at the Contract Lump Sum Price and shall be full compensation for preparation and maintenance of the Record Drawings as specified in technical specification SC01340 SHOP DRAWINGS, WORK DRAWINGS AND SAMPLES and the requirements of this Special Conditions.

2. Contractor shall submit updated As-Built Drawings (1 hard copy set and 1 electronic copy in PDF with each Pay Application Request.

Professional Audio/Video of Construction Site

3. Payment for Audio Video Documentation shall be made at the Contract lump sum price and shall be full compensation for Audio Video Documentation as specified in technical specification 01390 VIDEO AND PHOTOGRAPHIC SITE SURVEY and the requirements of this technical specification.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

* SPECIAL NOTE:

The CITY retains the option to utilize up to 20% of the excess material from excavation and trenching operations. If the CITY exercises this option, Contractor shall stockpile the excess material and deliver to the CITY's facility as directed by the CITY's Representative.

END OF SECTION

SECTION 01027 - APPLICATIONS FOR PAYMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Submit Applications for Payment to the CONSULTANT in accordance with schedule established by Conditions of the Contract and Agreement between CITY and Contractor.

B. Related requirements described elsewhere:

1. Agreement:

2. Application for Payment Form.

3. Progress Schedules: Section SC01310.

4. Schedule of Values: Section SC01370

5. Construction Photographs: Section SC01380.

6. Contract Closeout: Section SC01700.

7. Project Record Documents: Section SC01720.

1.02 FORMAT REQUIRED

A. Submit applications typed on form acceptable to CITY, Documents (Application for Payment Form), with itemized data typed on 8-1/2 inch x 11 inch or 8-1/2 inch x 14-inch white paper continuation sheets.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar value to agree with respective percents.

3. Execute certification with signature of a responsible officer of Contract firm.

B. Continuation Sheets:

1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when work has been performed. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.

4. As provided for in the "Application for Payment" form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the CITY, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. Contractor shall attach to each Application for Payment like affidavits by all subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section SC01720: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to submit the updated record drawings for review by the CITY and the CONSULTANT.

D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" prepared per the requirements of Section SC01310: Progress Schedules.

E. Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.

F. Provide construction photographs in accordance with Section SC01380: Construction Photographs.

1.05 PROGRESS PAYMENT PROCEDURES

A. The Contractor will prepare and submit one (1) original monthly invoice for work completed during the one-month period. Application for Payment shall be submitted in the format of the sample form provided by the CITY. All information must be completed for the pay application to be accepted. CITY's purchase order number for the project must be placed on each application. The Application for Payment must be submitted at least three (3) days in advance in an electronic format for review by the CITY and CONSULTANT for

approval. **Redlined Applications for Payment will not be accepted by the CITY.**

B. If the Application for Payment and support data are not approved, the Contractor is required to submit new, revised or missing information according to the CONSULTANT's instructions. Otherwise, the Contractor shall prepare and submit to the CITY or CONSULTANT an invoice in accordance with the estimate as approved. CITY will pay Contractor, in accordance with Florida Prompt Payment Act, §218.70, Florida Statutes, as may be amended from time to time.

C. Each Application For Payment shall be accompanied by an updated project schedule (three-week ahead schedule) along with the Construction/Progress photographs and Project Record Drawings in accordance with Section SC01720: PROJECT RECORD DOCUMENTS and SC01380: CONSTRUCTION PHOTOGRAPHS or as directed by the CITY. Any Application For Payment that is received without these items will be returned to the Contractor without review.

D. The Contractor shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Approved Change Order items shall be added as separate line items.

E. Prior to initial payment request, the Contractor shall submit the following documents to the CITY and Consultant for their review and approval:

1. List of principle subcontractors and suppliers.

2. Schedule of values.

3. Shop drawing log.

4. Project schedule.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in Application form as specified for progress payments. Provide information as required by the General Conditions and Section SC01700: Contract Closeout.

B. Furnish evidence of completed operations insurance in accordance with the General Conditions.

C. Provide Final Release of Lien and other closeout submittals as required by the General Conditions.

1.07 SUBMITTAL PROCEDURES

A. Submit Applications for Payment to the CITY at the time stipulated in the Agreement. Review the percents complete with the CONSULTANT and resolve any conflicts or discrepancies.

B. Number of copies for each Final Application for Payment:

1. CITY: One (1) copy.

2. CONSULTANT: One (1) copy

C. When the CONSULTANT finds Application properly completed and correct, it will transmit the certificate for payment to the CITY, with copy for the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 Upon receipt by CONSULTANT and CITY of Contractor's written Notice of Final Completion of its work under this Contract, CONSULTANT and CITY shall verify all work has been completed on the project. When all work has been verified as complete, and the Contractor submits the items listed below, the Contractor may submit a final Application for Payment:

A. Complete work listed as incomplete at the time of Substantial Completion and obtain CONSULTANT certification of completed Work.

B. Provide copy of records indicating notification to all subcontractors and material suppliers of Contractor's Performance and Payment Bonds.

C. Transfer operational, access, security and similar provisions to CITY; remove temporary facilities, tools and similar items.

END OF SECTION

SECTION 01041 - PROJECT COORDINATION

PART I – GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall:

1. Coordinate work of its employees and subcontractors.

2. Expedite its work to assure compliance with schedules.

3. Coordinate its work with that of work by CITY.

4. Comply with orders and instructions of CONSULTANT.

1.02 RELATED REQUIREMENTS

A. Section SC01010: Summary of Project.

B. Section SC01027: Applications for Payment.

C. Section SC01200: Project Meetings.

D. Section SC01310: Progress Schedules.

E. Section SC01340: Shop Drawings, Work Drawings and Samples.

F. Section SC01500: Construction Facilities and Temporary Controls.

G. Section SC01700: Contract Closeout.

1.03 CONSTRUCTION ORGANIZATION & START-UP

A. CONSULTANT shall establish on-site lines of authority and communications:

1. Schedule and conduct pre-construction meeting and progress meetings as specified in Section SC01200: PROJECT MEETINGS.

2. Establish procedure for:

a. Submittals

b. Reports and records

c. Recommendations

d. Coordination of drawings

e. Schedules

f. Resolution of conflicts

3. Interpret Contract Documents:

a. Transmit written interpretations to Contractor, and to other concerned parties.

4. Assist in Obtaining permits and approvals:

a. Verify that Contractor and subcontractors have obtained inspections for Work and for temporary facilities.

5. Control the use of Site:

a. Allocate space for Contractor's use for field offices, sheds, and work and storage areas.

6. Inspection and Testing:

a. Inspect work to assure performance in accord with requirements of Contract Documents.

b. Administer special testing and inspections of suspect Work.

c. Reject Work, which does not comply with requirements of Contract Documents.

d. Coordinate Testing Laboratory Services:

1. Verify that required laboratory personnel are present.

2. Verify that tests are made in accordance with specified standards.

3. Review test reports for compliance with specified criteria.

4. Recommend and administer any required re-testing.

1.04 CONTRACTOR'S DUTIES

A. Construction Schedules:

1. Prepare a detailed schedule of basic operations.

2. Monitor schedules as work progresses:

a. Identify potential variances between scheduled and probable completion dates for each phase.

b. Recommend to CITY adjustments in schedule to meet required completion dates.

c. Document changes in schedule; submit to CITY, CONSULTANT and to involved subcontractors.

3. Observe work of each subcontractor to monitor compliance with schedule.

a. Verify that labor and equipment are adequate for the work and the

schedule.

b. Verify that product procurement schedules are adequate.

c. Verify that product deliveries are adequate to maintain schedule.

d. Report noncompliance to CONSULTANT, with recommendation for changes.

B. Process Shop Drawings, Product Data and Samples:

1. Prior to submittal to CONSULTANT, review for compliance with Contract Documents:

a. Field dimensions and clearance dimensions.

b. Relation to available space.

c. Effect of any changes on the work of any subcontractor.

A. Review Drawings prepared by Mechanical and Electrical subcontractors:

1. Prior to submittal to CONSULTANT, review for compliance with Contract Documents:

B. Prepare Coordination Drawings as required to resolve conflicts and to assure coordination of the work of, or affected by, mechanical and electrical trades, or by special equipment requirements.

1. Submit to CONSULTANT.

2. Reproduce and distribute copies to concerned parties after CONSULTANT review.

C. Maintain reports and records at job site, available to CONSULTANT and CITY.

1. Daily log of progress of work.

2. Records.

a. Contracts.

b. Purchase orders.

c. Materials and equipment records.

d. Applicable handbooks, codes and standards.

3. Maintain file of record documents.

1.05 CONTRACTOR'S CLOSE-OUT DUTIES

A. Mechanical and Electrical equipment start-up:

1. Coordinate checkout of utilities, operational systems and equipment.

2. Organize initial start-up and testing.

3. Record dates of start of operation of systems and equipment.

4. Submit to CITY written notice of beginning of warranty period for equipment put into service.

B. At completion of Work, conduct an inspection to assure that:

1. Specified cleaning has been accomplished.

2. Temporary facilities have been removed from site.

C. Substantial Completion:

1. Conduct an inspection to develop a list of Work to be completed or corrected.

2. Assist CONSULTANT in inspection.

3. Supervise correction and completion of work of subcontractors.

1.06 CONSULTANT'S CLOSE-OUT DUTIES

A. Final Completion:

1. When Contractor determines that work is finally complete, conduct an inspection to verify completion of Work.

B. Administration of Contract closeout:

1. Receive and review Contractor's final submittals.

2. Transmit to CITY with recommendations for action.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01050 - FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor to provide Field Engineering service for the Project.

1. Survey work required in execution of Project.

2. The method of field staking for the construction of the Work shall be at the option of the Contractor. The CITY has provided the engineering surveys, if available, necessary to establish reference points which in the CITY's judgment are necessary to enable the Contractor to proceed with its work.

3. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.

4. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until it has established such points, marks, lines and elevations as may be necessary for the prosecution of the Work.

5. The Contractor shall retain the services of a registered land surveyor licensed in the State of Florida to identify existing control points and maintain a survey during construction.

B. Related Requirements Described Elsewhere:

1. Summary of Work: Section SC01010.

2. Project Record Documents: Section SC01720.

1.02 QUALIFICATIONS OF SURVEYOR

A. Qualified registered land surveyor, acceptable to the CITY.

1.03 SURVEY REFERENCE POINTS

A. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Consultant.

2. Report to the CONSULTANT when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

3. Require surveyor to replace Project control points which may be lost or destroyed at no additional cost to the CITY. Establish replacement based on original survey control.

1.04 PROJECT SURVEY REQUIREMENTS

A. Establish a minimum of two (2) permanent benchmarks each on site.

1. Record locations, with horizontal and vertical data, on Project Record Documents.

B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means.

C. From time to time, verify layouts by same methods.

1.05 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses.

B. At the end of the project, submit a certified site survey at 1-inch equals 20 feet scale on 24 inches by 36 inches sheet, and per Section SC01720 – Project Record Documents.

1.06 SUBMITTALS

A. Submit name and address of surveyor to the CONSULTANT.

B. On request of the CONSULTANT, submit documentation to verify accuracy of Field Engineering work.

C. Submit certificate signed by a registered surveyor certifying that elevations are in conformance with the Contract Documents, or if not in conformance, certify as to variances from the Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01065 - PERMITS AND FEES

PART 1 – GENERAL

A. The Contractor shall obtain **all** permits and licenses related to its work, including but not limited to, the necessary construction permits. Cost of permit fees shall be paid by Contractor. CITY to be invoiced at actual cost without markup.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 NPDES COMPLIANCE

A. In addition to other required field permitting, prior to the commencement of work, the Contractor must obtain the permit coverage for stormwater discharge from large and small construction activities and must implement appropriate pollution prevention techniques and SWPPP to minimize erosion and sedimentation to properly manage the stormwater runoff. The Contractor shall prepare a NPDES Site Plan including sketches and Best Management Practice procedures for review and comment from the Project Manager. The NPDES Site Plan shall include the control of stormwater, ground water and subsurface water during dewatering operations.

(DEP adopted Rule 62-621.300 (4), F.A.C., with specific provisions for requesting permit coverage for the management of stormwater discharge from large and small construction activities.)

B. The permit coverage for construction activities is to be obtained by submitting DEP form 62-621.300 (4) (b) Notice of Intent (NOI) to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and by preparing and implementing a Stormwater Pollution Prevention Plan (SWPPP). After construction is complete, Notice of Termination (NOT) to discontinue the permit coverage is to be submitted by utilizing form 62-621.300 (6).

C. For additional information contact NPDES Stormwater Section at:

Florida Department of Environmental Protection Tallahassee, FL 32399-2400 (850) 921-9904

END OF SECTION

SECTION 01070 - ABBREVIATIONS AND SYMBOLS

PART 1 - GENERAL

1.01 STANDARDS AND ABBREVIATIONS

A. Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

B. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

C. Abbreviations:

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Assoc.
AASHO	The American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturers Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Assoc.
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers (Now IEEE)
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association (Now ANSI)
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preserves Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
CDA	Copper Development Association
CFS	Cubic Feet Per Second

CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT Spec	Standard Specification for Road and Bridge Construction Florida Department of Transportation, 1982
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
FCI	Fluid Control Institute
FDER	Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
FEC	Florida East-Coast Railway
Fed Spec	Federal Specification
FPL	Florida Power and Light
FPS	Feet Per Second
FS	Federal Standards
GA	Gypsum Association
GPM	Gallons Per Minute
HMI	Hoist Manufacturers Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
ID	Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
LWDD	Lake Worth Drainage District
MF	Factory Mutual System
MGD	Million Gallons Per Day
MHI	Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPDES	National Pollutant Discharge Elimination System
NPT	National Pipe Threads
NSC	National Safety Council
NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere
PSIG	Pounds Per Square Inch Gauge
RPM	Revolutions Per Minute
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SFWMD	South Florida Water Management District
SIGMA	Sealed Insulating Glass Manufacturer's Association
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
TAS	Technical Aid Series
TCA	Tile Council America
TDH	Total Dynamic Head
TH	Total Head
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
USACE	United States Army Corps of Engineers
USASI	United States of American Standards Institute

C. Additional abbreviations and symbols are

shown on the Drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01091 - REFERENCE SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL

A. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that such standards or requirements may be in conflict with applicable federal, state and local laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from such standards or requirements.

B. Assignment of Specialists. In certain instances, the Specifications require (or imply) that specific Work is to be assigned to specialist or expert entities who must be engaged for the performance of the Work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. These requirements are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to, or exceed, the requirements of such documents and are not in conflict with the requirements of these Specifications or applicable codes.

B. References herein to "Building Code" shall mean the Florida Building Code, or the approved building code which replaces it. The latest edition of the code as adopted by the CITY as of the date of award as adopted by the Local Public Agency having jurisdiction shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

C. In case of conflict between codes, reference standards, drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the CONSULTANT for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.

D. Applicable Standard Specifications. The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01100 - SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 PUBLIC NUISANCE

A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

B. Sound levels measured by the Consultant shall not exceed 50 dBA from 7 P.M. to 7 A.M. or 60 dBA 7 A.M. to 7 P.M. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the Consultant of Owner for excessive noise shall not relieve the Contractor of the other portions of this Specification including, but not limited to, completion dates and bid amounts.

C. Construct all work to prevent run-off from flowing off site.

D. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

E. The Contractor shall notify all property owners/residents, forty-eight (48) hours prior to working in public rights-of-ways or easements affecting or adjoining their properties. Notification shall be hand-delivered flyer that shall contain the following information:

1. Project Name
2. Date of Commencement
3. Description of Work
4. Name of Contractor
5. Name of Contractor's Representative
6. Local phone number of Contractor's Representative.

The CITY shall approve the Contractor's notification prior to issuance of flyer to the public. Contractor must submit Contractor's Notification to CITY and CONSULTANT in writing within one (1) week prior to working in public Right-of-Ways (ROW) or easements affecting or adjoining property owner's property.

1.02 HAULING AND CONSTRUCTION OPERATIONS

A. The Contractor shall keep its haul route and work area(s) neat and clean, and shall bear all responsibility for the cleanup of any spill which occurs during the transport of material to be disposed of. The Contractor shall immediately clean up any such spill or waste. If the Contractor fails to clean up such spill, or waster immediately, the CITY shall have the right to clean up or arrange for its clean up and charge to the Contractor all costs, including engineering, administrative costs and overhead, incurred by the CITY in connection with such cleanup. The CITY may also charge to the Contractor any cost incurred or penalties imposed on the CITY as a result of any spill, dump or discard. Under no circumstances is this material to be discharged into the waterways or any place other than where authorized to do so by the appropriate authority. The term "Contractor" as used in this section shall include the Contractor's Subcontractors and other Contractors.

B. The general requirements for vehicles hauling such waste materials are as follows: Transport vehicle must be of type(s) approved for this application by the State of Florida. Vehicles must be loaded within legal weight limits and operated safely within all traffic and speed regulations.

C. The routes used by the Contractor for the conveyance of this material on a regular basis shall be subject to approval by the governing authority having jurisdiction over such routes. To the extent possible, the use of residential streets shall be prohibited.

D. Provide protection for plans designated to remain. Replace damaged plants.

E. Provide barriers to prevent unauthorized entry to site and to protect existing facilities and adjacent properties from damage.

F. Provide flag person(s) and necessary traffic control devices when trucks or construction equipment is entering or leaving the site.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01110 - ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable federal, state and local laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; adversely affect plants or animals; or degrade the utility of the environment for aesthetic and/or recreational purposes.

B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.

C. The Contractor shall schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures required to prevent silting, muddying, or pollution of wetlands, streams, rivers, impoundments, lakes, stormwater ponds, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area and shall be maintained throughout construction. Specific requirements for erosion and sedimentation controls are specified in Section 02270. The Contractor will be required to meet all the conditions specified in the permits and in the Specifications.

D. All specific conditions attached to existing permits for this site shall be included in the sedimentation and erosion control measures.

1.2 APPLICABLE REGULATIONS

A. The Contractor shall comply with all applicable Federal, State and local laws and regulations and applicable permits and their specific conditions concerning environmental pollution control and abatement.

1.3 NOTIFICATIONS

A. The CITY and/or CONSULTANT will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the CITY or CONSULTANT, of any non-compliance with State or local requirements. The Contractor shall, after receipt of such notice from the CITY or Consultant or from the regulatory agency through the CITY and/or CONSULTANT, immediately take corrective action. Such notice, when delivered to the Contractor or their authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the CITY may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

1.04 IMPLEMENTATION

A. Prior to commencement of the Work, the CONTRACTOR shall meet with the CITY and CONSULTANT to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.

B. The Contractor shall remove temporary environmental control features, when approved by the CITY or CONSULTANT, and incorporate permanent control features into the project at the earliest practicable time.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EROSION CONTROL

A. The Contractor shall provide positive means of erosion control such as shallow run on and run off ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated areas. If dewatering is necessary and exceeds SFWMD thresholds, a dewatering plan must be prepared by a certified Registered Professional Engineer in the State of Florida and submitted to the CITY and CONSULTANT; then submitted and approved by the South Florida Water Management District prior to the commencement of work requiring dewatering. Contractor must comply with permits. However, no water from dewatering activities may be discharged offsite. At the completion of the Work, ditches shall be backfilled and the ground surface restored to original condition.

3.2 PROTECTION OF STREAMS AND CANALS

A. Care shall be taken by Contractor to prevent, or reduce to a minimum, any damage to any

ditch or the stormwater outfall canal, from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such ditches. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the ditch, shall not be directly returned to the ditch. Such waters will be diverted through a settling basin or filter approved by the CITY or CONSULTANT and meet required standards before being directed into the ditches and other water bodies.

B. The Contractor shall not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels.

C. All preventative measures shall be taken by Contractor to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the Florida Department of Environmental Protection. Contractor shall submit two (2) copies of approved contingency plans to the CITY and CONSULTANT.

3.3 PROTECTION OF LAND RESOURCES

A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Contractor shall confine all construction activities to areas shown on the Drawings.

B. Outside of areas requiring earthwork for the construction of the new facilities, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval from the CITY and CONSULTANT. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the CITY and CONSULTANT. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.

C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment, dumping or other operations, protect such trees by placing barricades around them. Monuments and markers shall be protected similarly before beginning operations near them.

D. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition.

All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.

Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and are beyond saving as determined by the CITY and/or CONSULTANT shall be immediately removed and replaced.

E. The locations of the Contractor's storage, and other construction structures required temporarily in the performance of the Work, shall be cleared as shown on the Drawings. Drawings showing storage facilities shall be submitted for approval of the CITY and CONSULTANT.

F. If the Contractor proposes to construct temporary roads or embankments and excavations for work areas, it shall submit the following for approval at least thirty (30) days prior to scheduled start of such temporary work.

1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.

2. Details of temporary road construction.

3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.

G. The Contractor shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess of waste materials, or any other vestiges of construction as directed by the CITY and CONSULTANT. The disturbed areas shall be prepared and seeded as described in Section 02924 SEED, MULCH and FERTILIZER, or as approved by the CONSULTANT.

H. All debris and excess material will be disposed of in approved areas as noted on the Drawings.

3.4 PROTECTION OF AIR QUALITY

A. Burning. No open fires or burning will be permitted. If need dictates burning of any kind, Contractor must obtain prior approval of CITY and obtain appropriate permits from the state and local government agencies.

B. Dust Control. The Contractor will be required to maintain all excavations, embankment, stockpiles, access roads, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air

pollution to be exceeded, and which would cause a hazard or nuisance to others.

C. An approved method of stabilization consisting of sprinkling or other similar methods will be required to control dust. The use of petroleum products is prohibited.

D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the CITY and/or CONSULTANT.

3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

A. During the life of this Contract, the Contractor shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

END OF SECTION

SECTION 01153 - CHANGE ORDER PROCEDURES

PART 1 – GENERAL

1.01 SCOPE:

A. The CITY, without invalidating the Contract, may make adjustments to bid item quantities by adding to or deducting from the quantities on the Schedule of Bid Items, as the Work progresses. These adjustments shall be in accordance with the unit or line item price set forth on the Schedule of Bid Items and are tracked as Work progresses, and approved on the monthly Application for Payment form.

1.02 REQUIREMENTS INCLUDED

A. Promptly implement Change Order procedures.

1. Provide full written data required to evaluate change.

2. Maintain detailed records of work done on a time and material/force account basis.

3. Provide full documentation to CONSULTANT on request.

B. Designate in writing the member of Contractor's organization.

1. Who is authorized to accept changes in the Work.

2. Who is responsible for informing others in the Contractor's employ the authorization of changes in the Work.

C. CITY will designate in writing the person who is authorized to execute Change Orders.

1.03 RELATED REQUIREMENTS

A. Bid Form.

B. Agreement.

C. General Conditions.

D. Supplementary Conditions.

E. Section SC01027: Applications for Payments.

F. Section SC01310: Progress Schedules.

G. Section SC01370: Schedule of Values.

H. Section SC01630: Substitutions and Product Options.

I. Section SC01700: Contract Closeout.

1.04 DEFINITIONS

A. Change Order: See General Conditions.

B. Construction Change Authorization: A written order to the Contractor, signed by CITY and CONSULTANT, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change that affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.

C. Field Order: A written order, instructions, or interpretations, signed by CONSULTANT making minor changes in the Work not involving a change in Contract Sum or Contract Time.

1.05 PRELIMINARY PROCEDURES

A. CONSULTANT may initiate changes by submitting a Proposal Request to Contractor. Request will include:

1. Detailed description of the change, products, and location of the change in the Project.

2. Supplementary or revised Drawings and Specifications.

3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.

4. A specific period of time during which the requested price will be considered valid.

5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.

B. Contractor may initiate changes by submitting a written notice to Consultant containing:

1. Description of the proposed changes.

2. Statement of the reason for making the changes.

3. Statement of the effect on the Contract Sum and the Contract Time.

4. Statement of the effect on the Work of separate contractors.

5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.06 CONSTRUCTION-CHANGE AUTHORIZATION

A. In lieu of Proposal Request, CONSULTANT may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.

B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.

C. CITY and CONSULTANT will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.

D. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.07 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow CONSULTANT to evaluate the quotation.

B. On request provide additional data to support time and cost computations:

1. Labor required.

2. Equipment required.

3. Products required.

a. Recommended sources of purchase and unit cost.

b. Quantities required.

4. Taxes, insurance, and bonds.

5. Credit for work deleted from Contract, similarly documented.

6. Overhead and profit.

7. Justification for any change in Contract Time.

C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:

1. Name of CITY's authorized agent who ordered the work, and the date of the order.

2. Dates and times work was performed, and by whom.

3. Time record, summary of hours worked, and hourly rates paid.

4. Receipts and invoices for:

a. Equipment used, listing dates and times of use.

b. Products used, listing of quantities.

c. Subcontractors.

D. Document requests for substitutions for products as specified in Section SC01630.

1.08 PREPARATION OF CHANGE ORDERS

A. CONSULTANT will initiate each Change Order.

B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.09 LUMP-SUM/FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. CONSULTANT's Proposal Request and Contractor's Responsive Proposal as mutually agreed between CITY and Contractor; or

2. Contractor's Proposal for a change, as recommended by the CONSULTANT.

B. CITY and CONSULTANT will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.10 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. CONSULTANT's definition of the scope of the required changes; or

2. Contractor's Proposal for a change, as recommended by CONSULTANT; or

3. Survey of completed work.

B. The amounts of the unit prices to be:

1. Those stated in the Agreement.

2. Those mutually agreed upon between CITY and Contractor.

C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:

1. CITY and CONSULTANT will sign and date the Change Order as authorization for Contractor to proceed with the changes.

2. Contractor shall sign and date the Change Order to indicate agreement with the terms herein.

D. When quantities of the items cannot be determined prior to start of the work:

1. CONSULTANT will issue a construction change authorization-directing Contractor to proceed with the change on the basis of unit prices.

2. At completion of the change, CONSULTANT will determine the cost of such work based on the unit prices and quantities used.

    a. Contractor shall submit documentation to establish the number of units of each item and any claims for change in Contract Time.

3. CONSULTANT will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

4. CITY and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.11 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/ CONSTRUCTION CHANGE AUTHORIZATION

A. CONSULTANT will issue a Construction Change Authorization directing Contractor to proceed with the changes.

B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.

C. CONSULTANT will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.

D. CONSULTANT will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

E. CITY and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.12 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. Contractor shall periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.

B. Contractor shall periodically revise the Construction Schedule to reflect each change in Contract Time.

1. Contractor shall revise sub-schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a Change Order, Contractor shall enter pertinent changes in Record Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Consultant shall schedule and administer pre-construction meeting, monthly progress meetings, and specifically called meetings throughout the progress of the Work. The Consultant shall:

a. Prepare agenda for meetings.

b. Make physical arrangements for meetings.

c. Preside at meetings.

2. Representatives of Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

3. The Contractor shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules. The Consultant shall record the pre-construction meeting and each progress meeting in its entirety, and shall provide the Consultant with a voice recording, having good quality and clarity, and a typed transcript of the minutes of each meeting. A copy of the minutes of each progress meeting shall be available five (5) business days after the meeting.

B. Related Requirements Described Elsewhere:

1. Progress Schedules: Section SC01310.
2. Shop Drawings, Working Drawings, and Samples: Section SC01340.
3. Security and Safety Procedures for Infrastructure Projects: Section SC01540
4. Project Record Documents: Section SC01720.

1.02 PRE-CONSTRUCTION MEETING

A. The Consultant shall schedule a preconstruction meeting within ten (10) days after the effective date of the contract.

B. Location:A local site, convenient for all parties, designated by the Consultant.

C. Attendance:

1. CITY's representative.

2. Consultant and Consultant's professional consultants.

3. Resident project representative.

4. Contractor and its superintendent.

5. Major subcontractors.

6. Representatives of major suppliers and manufacturers as appropriate.

7. Governmental and Utilities representatives as appropriate.

8. Others as requested by the Contractor, CITY and Consultant.

D. The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The suggested agenda should include:

1. Distribution and discussion of:

a. List of major subcontractors and suppliers.

b. Projected schedules.

c. Schedule of Values

d. NPDES plan

2. Critical work sequencing: Relationships and coordination with other contracts and/or work.

3. Major equipment deliveries and priorities.

4. Project coordination: Designation and responsible personnel.

5. Procedures and processing of:

a. Field decisions.

b. Proposal requests.

c. Request for Information.

d. Submittals.

e. Change Orders.

f. Applications for Payment.

6. Submittal of Shop Drawings, project data and samples.

7. Adequacy of distribution of Contract Documents.

8. Procedures for maintaining Record Documents.

9. Use of premises:

a. Office, work and storage areas.

b. CITY's requirements.

c. Access and traffic control.

10. Construction facilities, controls and construction aids.

11. Temporary utilities.

12. Safety and first aid procedures.

13. Check of required Bond and Insurance certifications.

14. Completion time for Contract and liquidated damages.

15. Request for extension of Contract Time.

16. Weekly job meeting for all involved.

17. Security procedures.

18. Procedures for making partial payments.

19. Guarantees on completed work.

20. Equipment to be used.

21. Staking of work.

22. Project inspection.

23. Labor requirements.

24. Laboratory testing of material requirements.

25. Provisions for material stored on site.

26. Requirements of other organizations.

27. Rights-of-way and easements.

28. Housekeeping procedures.

29. Liquidated damages.

30. Posting of signs.

31. Pay request submittal dates.

32. Equal opportunity requirements.

1.03 PROGRESS MEETINGS

A. The Consultant shall schedule and conduct regular periodic meetings. The progress meetings will be held every thirty (30) days and at other times as required by the progress of the Work. The first meeting shall be held within thirty (30) days after the preconstruction meeting or thirty (30) days or less after the date of Notice to Proceed.

B. Hold called meetings as required by progress of the Work.

C. Location of the meetings: Site selected by Consultant.

D. Attendance:

1. Consultant and its representatives as needed.

2. Contractor.

3. CITY's representatives.

4. Subcontractors (active on the site).

5. Others as appropriate to the agenda (suppliers, manufacturers, other subcontractors, etc.).

E. The Consultant shall preside at the meetings and provide for keeping minutes and distribution of the minutes to the CITY, Consultant and others. The purpose of the meetings will be to review the progress of the Work. The agenda will include but not be limited to the following:

1. Review approval of minutes of previous meeting.

2. Review of work progress since previous meeting and work scheduled (3-week look ahead schedule).

3. Field observations, problems, and conflicts.

4. Problems which impede construction Schedule.

5. Review of off-site fabrication, delivery schedules.

6. Corrective measures and procedures to regain projected schedule.

7. Status of approved construction schedule.

8. Progress schedule during succeeding work period.

9. Coordination of schedules.

10. Review status of submittals, expedite as required.

11. Maintenance of quality standards.

12. Pending changes and substitutions.

13. Shop Drawing problems.

14. Review proposed changes for:

a. Effect on construction schedule and on completion date.

b. Effect on other contracts of the Project.

15. Construction schedule.

16. Critical/long lead items.

17. Other business.

F. The Contractor is to attend monthly progress meetings and is to study previous meeting minutes and current agenda items, and be prepared to discuss pertinent topics and provide specific information including but not limited to:

1. Status of all submittals and what specifically is being done to expedite them.

2. Status of all activities behind schedule and what specifically will be done to regain the schedule.

3. Status of all material deliveries, latest contact with equipment manufacturer and specific actions taken to expedite materials.

4. Status of open deficiencies and what is being done to correct the same.

G. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section SC01340: Shop Drawings, Working Drawings and Samples.

1.04 SPECIAL MEETINGS

A. The Contractor may be required to attend certain City Hall meetings to inform the public before commencement or during progress of the project to discuss specific issues.

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01310 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Prior to Pre-Construction Meeting, Contractor shall prepare and submit to the CONSULTANT initial construction schedule(s) demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating and performing the Work under this Contract (including all activities of subcontractors, equipment vendors and suppliers). The principles and definition CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating and performance of the Work. Assumed notice to proceed date for this schedule shall be ninety (90) days from bid opening date.

2. After issuance of Notice To Proceed, Contractor shall submit revised progress schedules on a bi-weekly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Summary of Project: Section SC01010

2. Applications for Payment: Section SC01027

3. Change Order Procedures: Section SC01153

4. Project Meetings: Section SC01200

5. Shop Drawings, Working Drawings, and Samples: Section SC01340

6. Schedule of Values: Section SC01370

1.02 QUALIFICATIONS

A. A statement of computerized CPM capability shall be submitted by Contractor in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.

B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this Project.

1.03 FORM OF SCHEDULES

A. Maximum Sheet Size: 24 inches by 36 inches.

1.04 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity.

2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two (2) week increment scale. Specifically list, but not limit to:

a. Obtaining all permits/construction easements (if needed)
b. Shop Drawing submitted/review time
c. Site clearing/filling
d. Site utilities
e. Pipeline installation
f. Roadway installation
g. Subcontractor work
h. Equipment installations
i. Finishings
j. Instrumentation
k. Painting
l. Operator training
m. Testing
n. Start-up
o. Receipt of spare parts

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittals schedule for Shop Drawings and Samples shall be in accordance with Section SC01340: Shop Drawings, Product Data and Samples. Indicate on the Schedule the following:

1. The dates for Contractor's submittals.

2. The dates submittals will be required for CITY-furnished products, if applicable.

3. The dates approved submittals will be required from the CONSULTANT.

C. A typewritten list of all long lead items (equipment, materials, etc.).

D. To the extent that the progress schedule or any revised progress schedule shows

anything not jointly agreed upon or fails to show anything jointly agree upon, it shall not be deemed to have been approved by the CONSULTANT. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable Completion Date, notwithstanding the CONSULTANT's approval of the progress schedule.

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.
4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.
2. Corrective action recommended, and its effect.
3. The effect of changes on schedules of other prime contractors.

D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor must prepare a recovery schedule.

1.06 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time phased bar chart, computer generated.
2. Computerized network analysis:
   a. Sort by early start
   b. Sort by float
   c. Sort by predecessor/successor
3. Narrative description of the logic and reasoning of the schedule.

B. Within ten (10) working days after the conclusion of the CONSULTANT's review of initial schedule, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the CONSULTANT within fifteen (15) working days after receipt. The network diagram and tabulated schedule when accepted by the CONSULTANT shall constitute the Project work schedule unless a revised schedule is required due to substantial changes in the work scope, a change in Contract Time or a recovery schedule is required and requested.

C. Acceptance. The finalized schedule will be acceptable to the CONSULTANT, when in the opinion of the CONSULTANT; it demonstrates an orderly progression of the Work to completion in accordance with the Contract requirements. Such acceptance will neither impose on the CONSULTANT responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submittals will be acceptable to the CONSULTANT, when in the opinion of the CONSULTANT, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the CONSULTANT as to form and content, when in the opinion of the CONSULTANT, it demonstrates a substantial basis for equitably distributing the Contract Sum. When the network diagram and tabulated schedule have been accepted, The Contractor shall submit to the CONSULTANT five (5) copies of the time-scaled network diagram, five (5) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, five (5) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and five (5) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and five (5) copies sorted by predecessor/successor.

D. Revised Work Schedules. Contractor, if requested by the CONSULTANT, shall provide a revised work schedule if, at any time, the CONSULTANT considers the completion Date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09, herein, designed to show how Contractor intends to accomplish the work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

E. Schedule Revisions. The CONSULTANT may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration or relationships of any activity without approval of the CONSULTANT.

1.07 DISTRIBUTION

A. Contractor shall distribute copies of the reviewed schedules to:

1. CONSULTANT

2. Jobsite file

3. Subcontractors

4. Other concerned parties

5. CITY (two copies)

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

A. Upon approval of a Change Order, the approved changes shall be reflected in the next scheduled revision or update submittal by Contractor.

1.09 CPM STANDARDS

A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractor's (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.

B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:

1. A logical succession of work from start to finish.

2. Definition of each activity.

3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).

4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided in to a number of separate pages with suitable notation relating the interface points among the pages. Individual pages shall not exceed 36 inches by 60 inches. Notation on each activity line shall include a brief work description and a duration, as described in Paragraph 1.09D., herein.

2. All construction activities and procurement shall be indicted in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of such activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the Work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed fourteen (14) days nor be less than one (1) day unless otherwise accepted by the CONSULTANT.

E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity.

1. Activity Beginning and Ending Numbers, single activity numbers may be used.

2. Duration.

3. Activity Description.

4. Early Start Date (Calendar Dated).

5. Early Finish Date (Calendar Dated).

6. Identified Critical Path.

7. Total Float (Note: No activity may show more than 20 days float).

8. Cost of Activity.

9. Equipment Hours by type, man power/hours by crew or trade.

F. Project Information. Each tabulation shall be prefaced with the following summary data.

1. Project Name.

2. Contractor.

3. Type of Tabulation (Initial or Updated).

4. Project Duration.

5. Project Scheduled Completion Date.

6. Effective or Starting Date of the Schedule.

7. New Projects Completion Date and Project Status, if an updated or revised schedule.

8. Actual Start Date and Finish Date for all update schedules.

1.10 SCHEDULE MONITORING

A. At not less than monthly intervals or when specifically requested by CONSULTANT, Contractor shall submit to the CONSULTANT a computer printout of an updated schedule for those activities that remain to be completed.

B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a 3-week look-ahead schedule, showing all activities in progress, uncompleted or scheduled to be worked during the weeks. The 3 weeks include the current week plus the next 2 weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01340 - SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall submit to the CONSULTANT for review and approval, such Shop Drawings, Test Reports and Product Data on materials and equipment (hereinafter in this Section called Data), and material samples (hereinafter in this Section called Samples) as are required for the proper control of work, including but not limited to those Shop Drawings, Data and Samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

2. With the Contractor's executed agreement and Bond Submittal, the Contractor shall submit to the CONSULTANT a complete list of preliminary Data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the CONSULTANT shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings. The Contractor shall include Shop Drawing review time on the Project schedule (see section SC01310).

3. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the City and the CONSULTANT. This log should include the following items:

a. Submittal-Description and Number assigned.

b. Date to CONSULTANT.

c. Date returned to Contractor.

d. Status of Submittal (Approved as Noted, Rejected/Re-submit).

e. Date of Resubmittal and Return (as applicable).

f. Date material release for fabrication.

g. Projected date of fabrication.

h. Projected date of delivery to site.

i. Status of O&M manuals submittal.

j. Specification Section.

k. Drawings Sheet Number.

B. Related Requirements Described Elsewhere:

1. General Conditions:

2. Progress Schedules: Section SC01310.

3. Material and Equipment: Section SC01600.

4. Project Record Documents: Section SC01720.

5. Operating and Maintenance Data: Section SC01730.

1.02 CONTRACTOR'S RESPONSIBILITY

A. The Contractor shall furnish the CONSULTANT a schedule of Shop Drawings submittals fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

B. The Contractor shall not begin any of the work covered by a Shop Drawing, Data, or a Sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the CONSULTANT, with approval.

C. The Contractor shall submit to the CONSULTANT all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Consultant receives them.

D. All submittals shall be accompanied with a transmittal letter prepared in duplicate containing the following information:

1. Date.

2. Project Title and Number.

3. Contractor's name and address.

4. The number of each Shop Drawings, Project Data, and Sample submitted.

5. Notification of Deviations from Contract Documents.

a. The Contractor shall indicate in **bold type** at the top of the cover sheet of submittal of Shop Drawing if there is a deviation from Contract Drawings, Project Specifications and referenced specifications or

codes.

b. The Contractor shall also list any deviations from Contract Drawings, Project Specifications and referenced specifications or codes and identify in "green" ink prominently on the drawings.

6. Submittal Log Number conforming to Specification Log Number.

E. The Contractor shall submit SHOP DRAWINGS electronically to the CONSULTANT through eBuilder. The CONSULTANT will review the submittal and return to the Contractor with appropriate review comments.

F. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by the CONSULTANT of the necessary Shop Drawings.

G. The Contractor shall not use Shop Drawings as means of proposing alternate items to demonstrate compliance to Contract requirements.

H. Each submittal will bear a stamp indicating that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractors review and approval of that submittal.

I. Drawings and schedules shall be checked and coordinated with the work of all trades and sub-contractors involved, before they are submitted for review by the CONSULTANT and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

1.03 CONSULTANT'S REVIEW OF SHOP DRAWINGS

A. The CONSULTANT's review of Shop Drawings, Data and Samples as submitted by the Contractor, will be to determine if the items(s) conform to the information in the Contract Documents and are compatible with the design concept. The CONSULTANT's review and exceptions, if any, will not constitute an approval of dimensions, connections, quantities, and details of the material, equipment, device, or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

1. As permitting any departure from the Contract requirements.

2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.

3. As approving departures from details furnished by the Consultant, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the CONSULTANT finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or time for performance, the CONSULTANT may return the reviewed drawings without noting an exception.

D. "Approved As Noted" - Contractor shall incorporate CONSULTANT's comments into the submittal before release to manufacturer. The Contractor shall send a letter to the CONSULTANT acknowledging the comments and their incorporation into the Shop Drawing.

E. "Amend And Resubmit" - Contractor shall resubmit the Shop Drawing to the CONSULTANT. The resubmittal shall incorporate the CONSULTANT's comments highlighted on the Shop Drawing.

F. "Rejected" - Contractor shall resubmit Shop Drawing for review by Consultant.

G. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the CONSULTANT on previous submissions. The Contractor shall make any corrections required by the CONSULTANT.

H. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the CONSULTANT.

I. When the Shop Drawings have been completed to the satisfaction of the CONSULTANT, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the CONSULTANT.

J. No partial submittals will be reviewed. Submittals not deemed complete will be stamped "Rejected" and returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the CONSULTANT, make all submittals in groups containing all associated items for:

1. Systems.

2. Processes.

3. As indicated in specific Specifications Sections.

K. All drawings, schematics, manufacturer's product Data, certifications and other Shop

Drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

L. Only the CONSULTANT shall utilize the color "red" in marking Shop Drawing submittals.

M. For any submittal returned to the Contractor marked “Amend and Submit” or “Rejected,” Contractor shall pay CITY a resubmittal fee of $250.00. Monies shall be deducted from monies owed Contractor by CITY monthly and incorporated into a Change Order at completion of the contract.

1.04 SHOP DRAWINGS

A. Shop Drawings shall be complete and detailed and shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive information. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.

C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:

1. Project Title and Number.
2. Name of Project building or structure.
3. Number and title of the Shop Drawing.
4. Date of Shop Drawing or revision.
5. Name of Contractor and subcontractor submitting drawing.
6. Supplier/manufacturer.
7. Separate detailer when pertinent.
8. Specification title and number.
9. Specification section.
10. Application Contract Drawing Number.

D. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent Data.

1.05 WORKING DRAWINGS

A. When used in the Contract Documents, the term "Working Drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.

B. Working Drawings shall be signed by a registered Professional Consultant, currently licensed to practice in the State of Florida.

1.06 SAMPLES

A. The Contractor shall furnish, for the approval of the Consultant, samples required by the Contract Documents or requested by the CONSULTANT. Samples shall be delivered to the CONSULTANT as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the CONSULTANT.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.
3. A minimum of two (2) samples of each item shall be submitted.

C. Field samples and mock-ups:

1. Contractor shall erect, at the Project site, at a location acceptable to the Consultant.
2. Size of area: 15 feet long x 6 feet high or that specified in the respective specification section.
3. Fabricate each sample and mock-up complete and finished.
4. Remove mock-ups at conclusion of Work or when acceptable to the Consultant.

D. Each sample shall have a label indicating:

1. Name of Project.
2. Name of Contractor and Subcontractor.
3. Material or Equipment Represented.
4. Place of Origin.

5. Name of Producer and Brand (if any).

6. Location in Project.

Samples of finished materials shall have additional marking that will identify them under the finished schedules.

E. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in Paragraph 1.06B above. It shall enclose a copy of this letter with the shipment and send a copy of this letter to the CONSULTANT. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.

F. Approved samples not destroyed in testing shall be sent to the CONSULTANT or stored at the site of the Work. Approved Samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved Samples. Samples which failed testing or were not approved will be returned to the Contractor at its expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall submit to the Consultant a Schedule of Values allocated to the various lump sum portions of the Work, within fifteen (15) days of the Notice to Proceed date.

2. Upon request of the Consultant, Contractor shall support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity and their units of measure.

3 Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM), and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on an 8-1/2 inch by 11 inch or 8-1/2 inch by 14 inch white paper. Contractor's standard forms and computer printout will be considered for approval by the Consultant upon Contractor's request. Identify schedule with:

1. Title of Project and location.

2. Consultant and Project number.

3. Name and address of Contractor.

4. Contract designation.

5. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each line item, list sub-values of major products or operations under the item.

E. For the various portions of the Work:

1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials, delivered unloaded, with taxes paid. Paid invoices required for materials. Payment for materials shall be limited to the invoiced amount only.

b. The total installed value.

F. The sum of all lump sum values listed in the schedule shall equal the total Contract Sum.

1.03 UNIT QUANTITIES:

A. Quantities indicated in the Schedule of Bid Items are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Consultant and CITY determines payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated in the bid items, Contractor shall provide the required quantities at the unit sum/prices contracted.

1.04 REVIEW AND RESUBMITTAL

A. After review by Consultant, Contractor shall revise and resubmit Schedule of Values and Schedule of Unit Material values pursuant to this Section.

B. Contractor shall resubmit revised Schedules in same manner pursuant to this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01380 - CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall employ a competent professional photographer to take construction record photographs periodically during the course of the Work using a digital camera and a preconstruction video inspection.

B. Related Requirements Described Elsewhere:

1. General Requirements: Section SC01000.

2. Summary of Project: Section SC01010.

3. Video and Photographic Site Survey: Section 01390

4. Project Record Documents: Section SC01720.

1.02 PHOTOGRAPHY REQUIRED

A. Photographs taken in conformance with this Section shall be furnished to the Consultant with each Application for Payment.

B. Views and Quantities Required:

1. Five (5) views of overall Project site monthly, or as directed by the Consultant (for facilities projects only).

2. Two (2) aerial views of overall Project site after completion of site restoration and landscaping (for facilities projects only).

3. Provide electronically at least five (5) photographs (views) of progress work with each Application for Payment.

4. Additional aerial photographs may be used upon prior approval by the CITY.

C. In addition to the general progress photographs required, photographs of each tie-in point shall be taken prior to backfill and turned in with the monthly Application for Payment.

1.03 COSTS OF PHOTOGRAPHY

A. The Contractor shall pay costs for specified photography and prints. Parties requiring additional photography or prints shall pay the photographer directly.

PART 2 - PRODUCTS

2.01 NEGATIVES/DIGITAL FILES

A. The negatives/digital files are to be categorized by month taken and must correspond to the progress photographs that accompany each. At project closeout, the negatives/digital files are to be submitted to the CITY. If the Contractor uses digital photography, then the images shall be provided on CD.

PART 3 - EXECUTION

3.01 TECHNIQUE

A. Factual Presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.

2. Maximum depth-of-field.

3. Minimum distortion.

3.02 VIEWS REQUIRED

A. Photograph from locations to adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one (1) photograph from the same overall view as previously.

2. Consult with the Consultant at each period of photography for instructions concerning views required.

3. All views to contain a relative dimension reference that is easily recognizable by the average person. In views where dimensions are critical, use of recognizable measuring devices such as a folding ruler, measuring tape in a manner the makings are clear and sharp in the photograph and the device located in close relationship with subject of photograph.

3.03 DELIVERY OF PHOTOGRAPHS

A. Deliver electronic files to the CONSULTANT to accompany each Application for Payment.

END OF SECTION

SECTION 01390 - VIDEO AND PHOTOGRAPHIC SITE SURVEY

PART 1 - GENERAL

1.01 SECTION INCLUDES:

A. The work under this Section includes the performance of a Pre and Post Construction Video Survey of the condition of existing facilities, public Rights-of Way (ROW), easements, roads, private property, and other surface features and "before and after" digital still photographs.

1.02 RELATED SECTIONS:

A. Section SC01050 – Field Engineering

B. Section SC01380 – Construction Progress Photographs

1.03 PRE/POST-CONSTRUCTION VIDEO INSPECTION

A. Prior to start of construction, Contractor shall retain the services of a firm specializing in pre-construction video inspection.

B. Video inspection shall delineate all aspects of facilities on site and surrounding properties.

C. Any claims for damages not clearly shown as existing prior to construction shall be paid for by the Contractor, unless conclusive evidence to the contrary is provided.

1.04 SUBMITTALS:

A. Pre-Construction Video and Photographic Site Survey

1. The Contractor shall submit one (1) copy of the Pre Construction Video Survey with video log to the CITY for review and acceptance.

B. Post-Construction Video Site Survey

1. At the discretion of the CITY, the requirement for a Post-Construction video may be waived.

2. The Contractor shall submit one (1) copy of the Post-Construction Video Survey with log to the CITY for review.

3. Accompanying this submittal, or as a separate submittal in the event the CITY waives the Post-Construction Video, the Contractor shall issue a letter attesting to having reviewed the Pre Construction Video Survey and confirm restoration of surface attributes.

PART 3 - EXECUTION

4. VIDEO SITE SURVEY

A. The Contractor shall provide the CONSULTANT with a DVD accurately representing existing conditions of the site to be disturbed by its operations. This DVD shall be submitted at least twenty-one (21) days prior to the start of work on this project.

B. Recording shall be on a new, high quality, DVD. The camera shall be capable of producing clean color images. The original is to be submitted to the CONSULTANT for review and a copy is to be retained by the Contractor until Final Acceptance. CITY shall receive one (1) copy of the Final Videotaping after approval by the CONSULTANT.

C. At a minimum, the video shall contain:

1. At the beginning of the video, the project name and date of taping shall be superimposed on the picture.
2. As the location of the video tapping progresses, i.e., the individual street name shall be temporally superimposed on the picture.

3. Centerline stationing at 100 feet intervals or clear reference to the individual residences (by street number) and/or business (by street number and name).

5. The video shall be run twice the full length of the project, first facing and proceeding ahead station wise and slightly angled to the right of centerline. The second run shall be the full length of the project facing and proceeding back station wise and slightly angled to the right of centerline.

6. Both shootings shall contain the centerline within the view of the observer. The taping is to be continuous during each run. Areas of special importance / interest may be "zoomed-in" on to provide the necessary details but must be "zoomed-out" to the original view before proceeding.

D. Audio content

1. Simultaneously record the audio portion during videotaping.

2. Audio recording shall assist in viewer orientation and in any Audio recording will only consist of camera operator commentary.

E. Prepare a written video log that describes the contents of each tape including:

1. Name of streets and/or easements.

2. Videotape location designator.

3. Coverage begin/end, station and location.

4. Recording date.

F. The video shall present a clear and accurate representation of existing conditions. If the CITY determines that this intent is not met, the tape shall be returned and the area re-televised at no additional cost to the CITY.

G. This accepted video along with the still photographs will serve as an aid to the CITY in determining existing conditions. Nothing contained in the video or still photographs will supersede or relieve the CITY from determining the acceptability of restoration.

H. Prior to Substantial Completion, the Contractor is responsible to review the video and still photographs and prepare a detailed list of surface improvements to be reinstated. This list shall include lawn areas, trees and plants, driveways, driveway aprons, roadways, signage, sprinkler systems, sidewalks, mailboxes and any other existing conditions affected by the work and submit to the CITY for review and approval.

3.02 PHOTOGRAPHIC SURVEY

A. In addition to the videotape, the Contractor shall take "before and after" digital still photographs of each home and/or property. The photographs of each home and/or property shall consist of a set of photographs (3 minimum) and shall provide property-line to property-line coverage of the roadway, swale and sidewalk areas for each property. The "areas of interest" are the edge of roadway, condition of the swale, type of grass, landscaping within the swale, mail box and driveway apron.

B. The digital "file" name is to be the address of the property being photographed and shall be incorporated as part of the image. The Contractor shall provide the CITY with the following for review and acceptance:

1. One (1) CD with the digital files in street named/numbered subdirectory and a digital file log.

2. Two (2) sets of "Before" color prints and one (1) set of "After" color prints of each digital file, with the file name displayed. Color print sets are to be bound with a Table of Contents and divided and tabbed by street name/number.

3. "Before" photographs (color prints and CD) shall be submitted twenty-one (21) days in advance of the commencement of the work. "After" photographs (color prints and CD) shall be submitted with the final Application For Payment (refer to Section 01380 PROGRESS PHOTOGRAPHS for additional requirements).

C The Contractor shall provide a bound set of accepted pre-construction photographs to the Consultant to be maintained at the Consultant's Field Office for use during the project.

D. An additional page (page 3), with sample photographs, follows the End of Section.

END OF SECTION

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL

A. Contractor is required to follow all technical specification requirements with regards to material quality, certification, placement and installation. If the Contractor has questions concerning these items, it is required to generate and issue a Request For Information to the CITY and Consultant for resolution and or guidance.

B. In the absence of other quality requirements, FDOT Standard Specifications and Index, of the most current edition, shall prevail.

1.02 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment Procedures

B. Section SC01050 – Field Engineering

C. Section SC01340 – Shop Drawings, Work Drawings and Samples

1.03 Field QA/QC

A. The Contractor shall monitor quality control over suppliers, subcontractors, products and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, issue Request For Information to the Consultant before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings / catalog cut sheets or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.04 TOLERANCES

A. Installed tolerances:

1. Plus / minus 0.20 foot radius of plan center

2. Plus / minus 0.05 foot vertical

3. Plus / minus 10% of specified vertical slope

4. Plus / minus 5% uniformity of specified vertical slope measured between any two points of a single run of pipe.

B. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

C. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Consultant before proceeding.

D. Adjust products to appropriate dimensions, position before securing products in place.

1.05 TESTING SERVICES

A. Contractor required to hire a professional, licensed independent firm to perform tests and other services specified.

B. Field copies of on site density testing are to be left on site at the completion of each day's testing. The independent firm is required to "map" the results of each day's testing results on the Contractor's.

C. Certified, signed and sealed test reports will be submitted by the independent firm to the Consultant, CITY and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

E. Testing does not relieve Contractor to perform work to Contract requirements.

F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the CITY or Consultant.

1.06 INSPECTION SERVICES

A. The CITY shall appoint, employ, and pay inspector for specified services for inspection. These services may be from the Consultant, or from the CITY or any combination of the above.

B. The Inspector shall perform construction observation, inspections and other services specified in individual specification sections and as required by the CITY and/or Consultant.

C. The Contractor shall cooperate with Inspector; furnish safe access and assistance by

incidental labor as requested. Additionally, the Contractor shall keep the inspection personnel fully informed of the needs, scheduling and progress of the project.

D. This inspection does NOT relieve the Contractor from performing their own QA/QC on the Work as required in this and other technical specification sections.

1.07 MANUFACTURERS' FIELD SERVICES

A. When specified in the Contract documents, requiring material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

A. The Contractor shall verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Perform “receiving” inspection of materials, structures and equipment.

D. Perform “in-process” inspection as the Work progresses.

E. Monitor and inspect the work performed by subcontractors as the Work progresses.

F. Examine and verify specific conditions described in individual technical specification sections.

G. Notify the CITY and Consultant, forty-eight (48) hours prior to the expected time for inspection purposes and/or the witnessing of pressure testing. All pressure testing shall be witnessed by the CITY and/or Consultant.

END OF SECTION

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall furnish, install and maintain temporary utilities required for construction. Remove on completion of work.

1.02 RELATED REQUIRMENTS

A. General Conditions.

B. Section SC01010: Summary of Work

1.03 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with National Electric Code.

B. Comply with Federal, State, and local codes and regulations and with utility company requirements.

PART 2 – PRODUCTS

2.01 MATERIALS, GENERAL

A. Materials may be new or used, but must be adequate in capability for the required usage of the CITY, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY TELEPHONE SERVICE

A. Superintendent, foreman or other contractor personnel in charge shall be equipped with a functioning cell phone during the term of the contract.

2.03 TEMPORARY WATER

A. Schedule use and provide deposit to the City's Utility Department for a portable hydrant meter. No water shall be taken from the existing water distribution system unless it's through the portable hydrant meter. The Contractor shall install and maintain a certified backflow preventer or check valve on all CITY issued portable hydrant meters; **no exceptions**. Using water from private homes and/or business' is strictly forbidden.

B. Water utilization for concrete plaster and mortar shall meet the respective requirements and standards set forth for water utilized in these construction materials.

2.04 TEMPORARY SANITARY FACILITIES

A. Provide sanitary facilities in compliance with Federal, state and local laws and regulations.

B. Service, clean and maintain facilities and enclosures.

2.05 TEMPORARY CONTROLS

A. Noise Control: See Section SC01100 – Special Project Procedures

B. Dust Control:

1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent airborne dust form dispensing into the atmosphere.

C. Pest and Rodent Control:

1. Provide pest and rodent control prior to start of construction to prevent infestation of surrounding neighborhood.

a. Employ methods and use materials that will not adversely affect conditions at the site or on adjoining properties.

b. Should the use of rodenticides be considered necessary, submit an informational copy of the proposed program to the Consultant. Clearly indicate:
1) The area or areas to be treated

2) The rodenticides to be used, with a copy of the manufacturer's printed instructions.

3) The pollution preventative measures to be employed.

2. The use of any rodenticide shall be in full accordance with the Manufacturer's printed instructions and recommendations.

D. Debris Control:

1. Maintain all areas under Contractor's control free of extraneous debris.

2. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes.

a. Provide acceptable containers for deposit of debris.

b. Prohibit overloading of trucks to prevent spillages on access and haul routes.
   1) Provide periodic inspection of traffic areas to enforce requirements.

3. Schedule periodic collection and disposal of debris.

   a. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.

E. Pollution Control:

1. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.

2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.

   a. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.

3. Take special measure to prevent harmful substances from entering public waters.

   a. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.

4. Provide systems for control of atmospheric pollutants

   a. Prevent toxic concentrations of chemicals

   b. Prevent harmful dispersal of pollutants into the atmosphere

PART 3 – EXECUTION

3.01 GENERAL

A. Maintain and operate systems to assure continuous service.

B. Modify and extend systems, as work progress requires.

3.02 REMOVAL

A. Completely remove temporary materials and equipment when their use is no longer required.

B. Clean and repair damage caused by temporary installations or use of temporary facilities.

END OF SECTION

SECTION 01505 – MOBILIZATION

PART I - GENERAL

1.01 DEFINITION AND SCOPE

A. Mobilization shall include the Contractor obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment, temporary buildings and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

1. Move onto the site all Contractor's plan and equipment required for first month operations.

2. Install temporary construction power, wiring, and lighting facilities.

3. Establish fire protection plan and safety program.

4. Secure construction water supply.

5. Provide on-site sanitary facilities and potable water facilities as specified.

6. Arrange for and erect Contractor's work and storage yard and employees' parking facilities.

7. Submit all required insurance certificates and bonds.

8. Obtain all required permits.

9. Post all OSHA, EPA, Department of Labor, and all other required notices.

10. Have Contractor's superintendent at the job site full time.

11. Submit a detailed construction CPM schedule acceptable to the Consultant as specified.

12. Submit a Schedule of Values of the Work.

13. Submit a schedule of submittals.

1.02 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all contractor- owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the Contract Documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

A. Contractor shall be limited to a maximum of 3.0 percent of the total price bid for mobilization. The cost of mobilization/demobilization shall be shown in the Schedule of Values.

B. Demobilization shall be shown in the schedule of values as a minimum 25 percent of the value for mobilization.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01525 - CONSTRUCTION AIDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall furnish, install and maintain required construction aids and remove on completion of work.

B. Related Requirements Described Elsewhere:

1. Summary of Work: Section SC01010

C. Contractor must comply with applicable requirements of the specified in Sections of Divisions 2 through 16 - Technical Specifications

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

A. Contractor shall provide construction aids and equipment required by personnel and to facilitate execution of the Work: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment such as temporary valves and fittings. Refer to respective Technical Specifications Sections for particular requirements for each trade.

B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.

C. Maintain facilities and equipment in first-class condition.

PART 3 - EXECUTION

3.01 PREPARATION

A. Contractor shall consult with the CONSULTANT, review site conditions and factors which affect construction procedures and construction aids, which may be affected by execution of the Work.

3.02 GENERAL

A. Comply with applicable requirements specified in sections of Divisions 2 through 16.

B. Relocate construction aids as required by progress of construction, by storage of work requirements and to accommodate legitimate requirements of CITY and other contractors employed at the site.

3.03 REMOVAL

A. Completely remove temporary materials, equipment and services:

1. When construction needs can be met by use of permanent construction.

2. At completion of work.

B. Clean and restore areas damaged by installation by use of temporary facilities.

1. Remove foundations and underground installations for construction aids.

2. Restore area of site affected by temporary installations to required elevations, slopes, ground cover and clean the area.

C. Restore permanent facilities used for temporary purposes to specified condition or in kind if not specified.

END OF SECTION

SECTION 01530 – BARRIERS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall furnish, install and maintain suitable barriers as required to prevent public entry, and to protect the Work, existing facilities, trees and plants from construction operations; remove when no longer needed, or at completion of work.

1.02 RELATED REQUIREMENTS

A. Section SC01010: Summary of Work.

B. Section SC01500: Temporary Facilities.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 FENCING

A. Minimum fence height 6 feet.

B. Open-Mesh Fence:

1. No. 11 gauge, 2-inch mesh, 72 inches high-galvanized chain link fabric, with extension arms and 3 strands of galvanized barbed wire.

2. Galvanized steel posts; 1-1/2 inch line posts and 2-inch corner posts.

2.03 BARRIERS

A. Materials are Contractor's option, as appropriate to serve required purpose.

PART 3 - EXECUTION

3.01 GENERAL

A. Install facilities of a neat and reasonably uniform appearance, structurally adequate for the required purpose.

B. Maintain barriers during entire construction period.

C. Relocate barriers as required by the progress of construction.

3.02 FENCES

A. Provide and maintain fences necessary to assure security of the site during construction to keep unauthorized people and animals from the site when construction is not in progress.

B. Gates shall have locks; and keys shall be furnished to the CITY.

C. Provide additional security measures as deemed necessary and approved by the CONSULTANT.

3.03 TREE AND PLANT PROTECTION

A. Preserve and protect existing trees and plants at site that are designated to remain, and those adjacent to site.

B. Consult with the CONSULTANT, and remove agreed-on roots and branches that interfere with construction.

1. Employ qualified tree surgeon to remove branches and tree cuts.

C. Provide temporary barriers to a height of 6 feet, around each, or around each group, of trees and plants.

D. Protect root zones of trees and plants:

1. Do not allow vehicular traffic or parking.

2. Do not store materials or products.

3. Prevent dumping of refuse or chemically injurious materials or liquids.

4. Prevent puddling or continuous running water.

E. Carefully supervise excavating, grading and filling, and other construction operations to prevent damage.

F. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

3.04 REMOVAL

A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed and when approved by CONSULTANT.

B. Repair damage caused by construction. Fill and grade areas of the site to the required elevations, and clean up the area.

END OF SECTION

SECTION 01540 - SECURITY AND SAFETY PROCEDURES FOR INFRASTRUCTURE PROJECTS

PART 1 GENERAL

1.01 As a minimum, the Contractor shall provide and assure that all of its personnel have and wear common colored Company shirts, safety vests, hard hats and substantial leather work shoes / boots. Other Personal Protective Equipment (PPE) as required by governing local, state and Federal laws and regulations.

1.02 SECTION INCLUDES

A. Responsibility for Work Security

B. Protection of Work in Progress, Materials and Equipment

C. Protection of Existing Property

D. Security Program

E. Entry Control

F. Personnel Identification

G. Security Service

H. Miscellaneous Restrictions

1.03 RELATED SECTIONS

A. Section 01010 – Summary of Project

B. Section 01500 - Temporary Facilities and Controls

1.04 RESPONSIBILITY OF WORK SECURITY

A. Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions that are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, at a minimum.

B. Contractor shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

C. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to CITY within three (3) days of each incident.

1.05 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

A. Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Contractor's responsibility is any loss or damage that results from the sole active negligence of the CITY or its representatives.

1.06 PROTECTION OF EXISTING PROPERTY

A. Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to the CITY.

B. Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods that are acceptable to the CITY.

C. Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by the CITY.

D. Thereafter, and before it begins such work, Contractor shall give due notice to CITY of its intention to start such work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

E. Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by CITY, do not reasonably interfere with the performance of this Contract.

F. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

1.07 SECURITY PROGRAM

A. At the Pre-Construction Meeting, the CITY will

make a final determination on which, if any, of the following requirements are to be implemented.

1. Protect Work existing premises and CITY's operations from theft, vandalism, and unauthorized entry.

2. Initiate program at project mobilization.

3. Maintain program throughout construction period until CITY acceptance precludes the need for Contractor security.

1.08 RESTRICTIONS

A. Do not allow cameras on site or photographs taken except by written approval of the CITY.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01541 - SECURITY AND SAFETY PROCEDURES FOR WATER TREATMENT PLANT PROJECTS

PART 1 GENERAL

1.01 RELATED SECTIONS

A. Section 01010 – Summary

B. Section 01500 – Construction Facilities and Temporary Controls

1.02 RESPONSIBILITY OF WORK SECURITY

A. Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions that are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

B. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to CITY within three (3) days of each incident.

1.03 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

A. Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Contractor's responsibility is any loss or damage that results from the sole active negligence of the CITY or its representatives.

1.04 PROTECTION OF EXISTING PROPERTY

A. Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to the CITY.

B. Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods that are acceptable to the CITY.

C. Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by the CITY. Thereafter, and before it begins such work, Contractor shall give due notice to the CITY of its intention to start such work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

D. Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by the CITY, do not reasonably interfere with the performance of this Contract.

E. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

F. Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under, over, or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of in accordance with local, state, and federal law, rules and regulations, by means of temporary pumps, piping, drainage lines and ditches, dams or other methods at the sole expense of the Contractor and approved by the CITY in writing. Refer to Special Conditions 01100 SUMMARY OF PROJECT and 02300 EARTHWORK for additional details and requirements.

1.05 SECURITY PROGRAM

A. Initiate program at project mobilization.

B. Protect Work existing premises and CITY's operations from theft, vandalism, and unauthorized entry.

C. Maintain program throughout construction period until Final Acceptance.

D. Refer to the CITY's Contract Documents for additional details, conditions and requirements.

1.06 ENTRY CONTROL

A. Restrict entrance of persons and vehicles into Project site and existing facilities.

B. Allow entrance only to authorized persons with proper identification.

C. Maintain log of workers and visitors; make available to CITY on request.

D. Maintain only one point of ingress / egress with a check-in point manned by a security service.

E. Contractor will provide, monitor, and maintain lunch and break areas, restroom facilities, vehicle parking areas, material storage / staging areas, and equipment storage areas. Contractor will provide a site plan for approval prior to mobilization.

1.07 PERSONNEL IDENTIFICATION

A. Contractor will perform or provide certification that they have performed criminal background checks on their personnel working on site, including all subcontractors.

B. Provide identification (ID) badge to each person authorized to enter premises. Badge will be worn in a highly visible location.

C. Badge to Include: Personal photograph, name and assigned number and employer.

D. Maintain a list of authorized persons and submit copy to CITY on request.

E. Require return of badges at expiration or termination of their employment.

F. Contractor employees will wear common brightly solid colored “company” shirts for easy recognition. Visitors, sales people, suppliers, inspectors, and other similar personnel will wear similar brightly colored vests for easy identification.

1.08 SECURITY SERVICE

A. Employ a licensed, uniformed, bonded patrol service equipped with radios or cell phones to provide surveillance of site on a to be determined hour basis. Security will be present at all times when Contractor’s personnel are present, including deliveries, inspections, or when site work is being performed. ID’s will be checked, license plates will be recorded, people will be logged in and out, and contents of delivery vehicles and delivered items will be verified.

1.09 RESTRICTIONS

A. Do not allow cameras on site or photographs to be taken except by prior written approval of the CITY.

1.10 SAFETY PROGRAM

A. Contractor will submit their safety program to demonstrate compliance with all applicable safety (OSHA) regulations.

B. Contractor will protect workers, inspectors and other related site personnel from injury.

C. Initiate program at project mobilization.

D. Maintain program throughout construction period until CITY acceptance precludes the need for Contractor safety program.

E. Contractor’s personnel and their subcontractors shall wear reflective safety vests and hard hats at all times while working on the project site and shall exercise care in performing duties under the Contract. When the cutting of materials is required, personnel shall also wear protective eyewear and hearing protection.

PART 2 - PRODUCTS - Not Used.

PART 3 – EXECUTION - Not Used.

END OF SECTION

SECTION 01568 - TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls as required by rules and regulations and permit conditions.

2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and reseeding on-site surfaces and soil and burrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the CITY.

3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the CITY.

4. Contractor is responsible for providing effective temporary erosion and sedimentation control and leaving them installed at completion of the Work.

B. Related Work Described Elsewhere:

1. Site Clearing: Section 02230

2. Sedimentation and Erosion Control: Section 02270.

PART 2 - PRODUCTS

2.01 SEDIMENTATION CONTROL

A. Bales shall be clean, seed-free cereal hay type.

B. Netting shall be fabricated of material acceptable to the CITY.

C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.

D. Concrete block shall be hollow, non-load bearing type.

E. Concrete shall be exterior grade not less than 1-inch thick.

PART 3 - EXECUTION

3.01 SEDIMENTATION CONTROL

A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.02 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the CITY or Consultant, Contractor shall immediately take whatever steps are necessary to correct the deficiency at its own expense.

END OF SECTION

SECTION 01570 – MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 Contractor shall provide all labor, material and services to perform all operations required for the maintenance and protection of vehicular and pedestrian traffic in conformance to all applicable FDOT laws and regulations and subject to acceptance and permits by Owner, Palm Beach County and FDOT as applicable.

1.02 REFERENCES

A. State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 102, 2000 Edition (or latest edition)

B. State of Florida Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations

C. The Manual of Uniform Traffic Control Devices, latest edition

D. CBB ROW Permit

1.03 SUBMITTAL

A. Submit Traffic Control Plans, ROW Permit Applications and Construction Schedule to the Owner, Palm Beach County (if applicable), and the FDOT (if applicable) for review and acceptance 30 days prior to the start of construction.

1.04 SIGNS AND DEVICES

A. Traffic Control and Informational Signs

B. Traffic Cones and Drums, and Lights

C. Traffic Controllers Equipment

1.05 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and Owner's operations. Contractor's employee's personal vehicles shall NOT be parked "in and around" the project site. Contractor's employee's personal vehicles shall be parked at the storage yard.

1.06 TRAFFIC CONTROLERS

A. Provide trained and equipped traffic controllers to regulate traffic when construction operations encroach on public traffic lanes.

1.07 LIGHTS

A. Use approved barricades with lights during hours of low visibility to delineate traffic lanes and to guide traffic.

1.08 TRAFFIC SIGNS AND DEVICES

A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed, to direct construction and affected public traffic. The Contractor shall submit traffic control through work zone plans based on FDOT Roadway and Traffic Design Standards, 2001 Edition (or latest edition).

B. Relocate as Work progresses, to maintain effective traffic control.

1.09 REMOVAL

A. Remove equipment and devices when no longer required.

B. Repair damage caused by installation.

1.10 SPECIFIC TRAFFIC CONTROL

A. Contractor shall maintain through traffic on all public roads at all times unless stated otherwise herein.

B. Contractor shall maintain access to all vehicular driveways (public or private) at all times. Contractor shall backfill and install temporary rock base as necessary in order to provide safe and functional access to all driveways.

C. Contractor shall coordinate with the Police and Fire Departments for whom the Contractor will provide satisfactory access at all times.

D. Contractor shall maintain, at the minimum, one travel lane, in each direction, when performing work within the Palm Beach County Right-of-Way.

1.11 EXECUTION

A. The Contractor shall arrange its work to cause minimum disturbance to normal pedestrian and vehicular traffic; and shall be held responsible for providing and maintaining suitable means of access (including emergencies) to all public and private properties during all stages of the construction.

B. If it becomes necessary to block off an entire street to vehicular traffic during construction (other than for an emergency situation), the Contractor must secure the written authorization of the CITY and Palm Beach County or FDOT as acknowledged as a condition of the Right-of-Way (ROW) permit(s) prior to completely blocking off the roadway.

1.12 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Refer to Section 01025 - MEASUREMENT AND PAYMENT PROCEDURES.

END OF SECTION

SECTION 01580 - PROJECT IDENTIFICATION AND SIGNS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall furnish, install and maintain two (2) project signs.

2. Contractor shall allow no other signs to be displayed.

B. Related Requirements Described Elsewhere:

1. Summary of Project: Section SC01010.

1.02 PROJECT SIGNS

A. One (1) painted sign with lettering, size, color and construction in accordance with the local requirements.

B. Erect on each site at a location of high public visibility, as approved by the Consultant.

C. Information to be included shall be as indicated on sample attached.

1.03 QUALITY ASSURANCE

A. Sign Painter: Professional experience in type of work required.

B. Finishes, Painting: Adequate to resist weathering and fading for three (3) year period.

1.04 SUBMITTALS

A. An 11-inch by 17-inch color sketch of the Project sign shall be submitted to the Consultant for approval prior to final preparation of the project sign.

PART 2 - PRODUCTS

2.01 SIGN MATERIALS

A. Structure and Framing: May be new or used, wood or metal, in sound condition, structurally adequate and suitable for specified finish.

B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.

1. Thickness: As required by standards to span framing members, to provide even, smooth surface without waves or buckles.

C. Rough Hardware: Galvanized.

D. Paint: Exterior quality.

PART 3 - EXECUTION

3.01 PROJECT IDENTIFICATION SIGNS

A. Paint exposed surface of supports, framing and surface material; one coat of primer and one coat of exterior paint.

B. Paint graphics in styles, sizes, and colors selected.

3.02 MAINTENANCE

A. Maintain signs and supports in a neat, clean condition; repair damages to structures, framing or signs.

END OF SECTION

BUILDING A BETTER CITY WITH THIS CIP PROJECT

PROJECT NAME

Project Value: Construction Bid Price

SAMPLE

Design Professional:
NAME OF CONSULTING FIRM
PERSON'S NAME, Project Manager

Contractor:
NAME OF CONTRACTOR
PERSON'S NAME, Project Manager

Month 20XX

Ty Penserga, Mayor
Angela Cruz, Commissioner District 1
Woodrow Hay, Commissioner District 2
Thomas Turkin, Vice Mayor District 3
Aimee Kelley, Commissioner District 4

Daniel Dugger, City Manager

Name & Title, Project Manager

Signs to be 4 feet high by 8 feet wide with 1 ½-inches blue border, white infield and blue lettering (to match border). Sign title line to be 4-inch letter size, project information to be 3-inch letter size, City information to be 1-inch letters. The City approval of the sign (specifically the City logo) is required after fabrication but prior to installation. Each sign to be mounted on a minimum of two (2) 4x4 posts with white PVC sleeves and white PVC top caps. Contractor to provide two (2) signs.

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Material and equipment incorporated into the Work:

1. Manufactured and fabricated products:

a. Design, fabricate and assemble in accord with the best engineering and shop practices.

b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.

d. Products shall be suitable for service conditions.

e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

2. Do not use material or equipment for any purpose other than that for which it is designed or specified.

1.02 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of Work shall comply with manufacturer's printed instructions. Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including five (5) copies to the Consultant.

1. Maintain one (1) set of complete instructions at the job site during installation and until completion.

B. Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Consultant for further instructions.

2. Do not proceed with Work without clear instructions.

C. Contractor shall perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.03 TRANSPORTATION AND HANDLING

A. Contractor shall arrange deliveries of products in accordance with progress schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Contractor shall provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.04 STORAGE AND PROTECTION

A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, non-corrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this Project. Storage or equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the Project. Equipment and materials not properly stored will not be included in a payment estimate.

B. Contractor shall store products in accord with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weather-tight enclosures.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

3. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.

4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

C. All materials and equipment to be

incorporated in the Work shall be handled and stored by the Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.

D. Contractor shall store under a roof or off the ground cement, sand and lime, and shall be kept completely dry at all times. All structural and miscellaneous steel, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.

E. All materials, which, in the opinion of the Consultant, have become so damaged as to be unfit for the use intended or specified, shall be promptly removed by the Contractor from the site of the Work, and the Contractor shall receive no compensation for the damaged material or its removal.

F. Contractor shall arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

G. Protection After Installation: Contractor shall provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.

H. The Contractor shall be responsible for all material, equipment and supplies sold and delivered to the CITY under this Contract until final inspection of the Work and acceptance thereof by the CITY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the CITY.

I. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven (7) days after written notice to do so has been given, the CITY retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.05 STORAGE AND HANDLING OF EQUIPMENT ON SITE

A. Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed by Contractor:

1. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the Consultant, until such time as the equipment is to be installed.

2. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.

3. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Consultant by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.

4. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half the load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.

5. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the Work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to the CITY.

6. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

1.06 SPARE PARTS

A. Spare parts for certain equipment provided under Divisions 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical have been specified in the pertinent

sections of the Technical Specifications. The Contractor shall collect and store all spare parts so required in an area to be designated by the Consultant. In addition, the Contractor shall furnish to the Consultant an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.07 GREASE, OIL AND FUEL

A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. The CITY shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of equipment supplied.

B. The Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three (3) weeks of operation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall furnish and install products specified under options and conditions for substitutions stated in this Section.

1.02 RELATED REQUIREMENTS

A. Information for Bidders and General Conditions.

B. Section SC01410: Testing Laboratory Services.

C. Section SC01650: Start-up.

D. Section SC01700: Contract Closeout.

1.03 PRODUCTS LISTED

A. Within thirty (30) days after award of Contract, submit to Consultant six (6) copies of complete list of major products which are proposed for installation.

B. Tabulate products by specification section number and title.

C. For products specified only by reference standards, list for each such product:

1. Name and address of manufacturer.

2. Trade name.

3. Model or catalogue designation.

4. Manufacturer's data:
   a. Reference standards.
   b. Performance test data.

1.04 CONTRACTOR'S OPTIONS

A. For products specified only by reference standard, select product meeting that standard, by any manufacturer.

B. For products specified by naming several products or manufacturers, select any one of those products and manufacturers named which complies with Specifications.

C. For products specified by naming only one or more products or manufacturers and stating "or equal", select one of those named products or manufacturers. After award of Contract, submit a request as for substitutions, for any product or manufacturer which is not specifically named.

D. For products specified by naming only one product and manufacturer, there is no option and no substitution will be allowed.

1.05 SUBSTITUTIONS

A. Within a period of thirty (30) days after award of Contract, Consultant will consider formal requests from the Contractor for substitution of products in place of those specified:

1. After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the Contract Documents:

B. Submit a separate request for each substitution. Support each request with:

1. Complete data substantiating compliance of the proposed substitution. Support each request with:

   a. Product identification, including manufacturer's name and address.

   b. Manufacturer's literature; identify:

      1) Product description.

      2) Reference standards.

      3) Performance and test data.

   c. Samples, as applicable.

   d. Name and address of similar projects on which product has been used, and the date of each installation.

2. Itemized comparison of the proposed substitution with product specified; list significant variations.

3. Data relating to changes in the construction schedule.

4. Any effect of the substitution on separate contracts.

5. List of changes required in other work or products.

6. Accurate cost data comparing proposed substitution with product specified.

7. Designation of required license fees or royalties.

8. Designation of availability of maintenance services and sources of replacement materials.

C. Substitutions will not be considered for acceptance when:

1. They are indicated or implied on Shop Drawings or product data submittals without a formal request from Contractor.

2. They are requested by anyone other than

Contractor.

3. Submitted without data relating to changes in construction schedule.
4. Any effect of substitution on separate contracts is not included.
5. A list of changes required in other work or products is not included.
6. Accurate cost data comparing proposed substitution with product specified is not included.
7. Designation of required license fees or royalties is not included.
8. Designation of availability of maintenance services, sources of replacement materials is not included.
9. Acceptance will require substantial revision of Contract Documents.

D. Substitute products shall not be ordered or installed without written acceptance of Consultant.

E. Consultant will determine the acceptability of proposed substitutions. Contractor shall pay all costs associated with Consultant's review.

1.06 CONTRACTOR'S REPRESENTATION

A. In making formal request for substitution Contractor represents that:

1. It has investigated the proposed product and has determined that it is equal to or superior in all respects to that specified.
2. It will provide same warranties or bonds for substitution as for product specified.
3. It will coordinate installation of accepted changes as may be required for the Work to be complete in all respects.
4. It waive claims for additional costs caused by substitution which may subsequently become apparent.
5. It will pay all costs, resulting under separate contracts, which result from the substitution.
6. It will pay all engineering costs for redesign or revision of the Contract Documents.
7. Cost data is complete and includes related costs under this Contract, but not:
    a. Costs under separate contracts.
    b. Consultant's costs of redesign or revision of Contract Documents.

1.07 CONSULTANT DUTIES

A. Review Contractor's requests for substitutions with reasonable promptness.

B. Notify Contractor in writing of decision to accept or reject requested substitution.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01650 - START-UP

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor shall demonstrate to CITY and Consultant that the Work functions as a complete and operable system under normal and emergency operating conditions.

B. Related Work Described Elsewhere:

1. Progress Schedules: Section SC01310.

2. Contract Closeout: Section SC01700.

3. Operating and Maintenance Data: Section SC01730.

PART 2 - PRODUCTS

2.01 START-UP PLAN

A. Submit for Consultant approval a detailed Start-Up Plan outlining the schedule and sequence of all tests and start-up activities, including training and equipment manufacturer representative visits. Start-up and commissioning may not begin until the plan is approved.

PART 3 - EXECUTION

3.01 COMPONENT TEST AND CHECK-OUT

A. Start-up Certification: Prior to system start-up, Contractor shall successfully complete all the testing required of the individual components of the Work. Submit five (5) copies of CHECK-OUT MEMO signed by Contractor or subcontractor and the manufacturer's representative. All copies of the Operation and Maintenance Manuals must be provided before start-up may begin. These forms shall be completed and submitted before Instruction in Operation to CITY or a request for final inspection.

B. Demonstrate to the Consultant that all temporary jumpers and/or bypass have been removed and that all of the components are operating under their own controls as designated.

C. Coordinate start up activities with the CITY's operating personnel and with the Consultant prior to commencing system start-up.

D. Provide seventy-two (72) hour notice of intent to start-up.

3.02 START UP

A. Confirm that all equipment is properly energized, that the valves are set to their normal operating condition and that the flow path through the new work is unobstructed.

B. Slowly fill each hydrostatic structure in the process flow stream with water.

C. Initiate start up in accordance with the plant operation and maintenance manual.

D. Observe the component operation and make adjustments as necessary to optimize the performance of the Work.

E. Coordinate with CITY for any adjustments desired or operational problems requiring debugging.

F. Make adjustments as necessary.

3.03 START-UP DEMONSTRATION AND TESTING

A. After all Work components have been constructed, field tested and started-up in accordance with the individual specifications and manufacturer requirements, perform the Start-Up Demonstration and Testing in the presence of the Consultant and the CITY. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing by the CITY or his representative.

B. The start-up testing will be conducted for seven (7) consecutive days. The Work must operate successfully during the seven (7) day testing period in the manner intended. If the Work does not operate successfully, or if the start-up is interrupted, the problems will be corrected and the test will start over from day one.

C. During the start-up demonstration period, operate the Work, instruct designated plant operating personnel in the function and operation of the work, and cause various operational circumstances to occur. As a minimum, these circumstances will include average and peak daily flows, random equipment failures, tank overflows, surcharges and bypasses. Demonstrate the essential features of the equipment and its relationship to other equipment. Prior to the substantial completion, the Contractor shall submit a detailed schedule of operational circumstances. Coordination of the various contract schedules will be accomplished through the Consultant.

D. Acceptability of the Work's performance will be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract Documents. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the CITY and the Consultant that the Work will function as a complete and operable system under normal as well as emergency operating conditions and is ready

for acceptance.

E. Demonstrate the essential features of all the mechanical systems including, but not limited to, the following as they apply to the Work. Each system shall be demonstrated once only, after completion of testing.

1. Variable frequency drives
2. Chlorination equipment
3. Recarbonation System
4. Control Systems
5. Relocated Pumping Systems
6. Valves
7. Ventilation system
8. Air conditioning system
9. Security system

F. Demonstrate the essential features of all electrical systems including, but not limited to, the following as they apply to the work:

1. Electrical systems controls and equipment.
   a. Electrical power equipment.
   b. Motor control centers.
   c. Motor control devices.
   d. Relays.
   e. Special transformers.
   f. Starting devices.
2. Lighting fixtures (including relamping and replacing lenses).
   a. Exit and safety fixtures.
   b. Fixtures, indoor and outdoor.
   c. Floodlighting.
3. Panelboards.
   a. Distribution panels.
   b. Lighting panels.
   c. Main panels, power panels.
   d. Switchboard.
4. Transfer switch.
5. Wiring devices.
   a. Face plates.
   b. Low-voltage controls.
   c. Outlets: convenience, special purpose.
   d. Switches: regular, time.

G. Certificate of Completed Demonstration Form (Section 00866): Submit five (5) copies of Certificate of Completed Demonstration, signed by the Contractor, Subcontractor and CITY and insert one (1) copy in each Operation and Maintenance Manual.

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor shall comply with requirement stated in Conditions of the Contract and in specifications for administrative procedures in closing out the Work.

B. Related Requirements Described Elsewhere:

1. Cleaning: Section SC01710

2. Project Record Documents: Section SC01720

3. Operating and Maintenance Data: Section SC01730

4. Warranties and Bonds: Section SC01740.

1.02 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:

1. All work specified herein and shown on the drawing is complete.

2. Project Record Documents have been submitted and reviewed to the requirements of Section SC01720.

3. All deficiencies noted on inspection reports or non-conformances are corrected or the correction plan approved.

4. Contractor to submit evidence of compliance with the requirements of governing authorities.

B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Consultant:

1. A written notice that it considers the Work, or portion thereof, is substantially complete, and request an inspection.

C. Within a reasonable time after receipt of such notice, the Consultant will make an inspection to determine the status of completion.

D. When the Consultant finds that the Work is substantially complete, Consultant will:

1. Attend a Substantial Completion walk-through of the facility to include the CITY, Contractor and Consultant and/or Engineer of Record to determine the completeness of the Project and readiness of the facility for occupancy.

2. Prepare and deliver to CITY a Certificate of Substantial Completion with the punchlist of items to be completed or corrected before final inspection.

1.03 FINAL INSPECTION

A. Prior to Contractors request for a final inspection the following submittals and Work must be complete:

1. Project Record Documents must be approved.

2. Equipment and systems have been tested in the presence of the CITY's representative and are operational and training, when applicable.

3. All punchlist items have been corrected.

B. The Consultant will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of Contractor's request.

C. Should the Consultant consider that the Work is incomplete or defective:

1. The Consultant will promptly notify the Contractor in writing, listing the incomplete or defective work.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Consultant that the Work is complete.

3. The Consultant will within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04.

D. When the Consultant finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

A. Should the Consultant perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

1. Contractor will compensate the CITY for such additional services.

2. CITY will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties and Bonds: To requirements of Section SC01740.

B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

C. Certificate of Insurance for Products and Completed Operations.

D. Final Application for Payment

E. Certificate of Substantial Completion.

F. Certificate of Final Inspection, Testing, and Acceptance

G. Closeout of all applicable permits:
   1. State or other jurisdictional permits (as applicable):
      a. FDOT
      b. LWDD
      c. SFWMD
      d. USACE
      e. FEC
      f. CSX
   2. PBC ROW/MOT
   3. PBC Health Department
   4. PBC Building Department
   5. City of Boynton Beach – Right-of-Way (ROW)
   6. City of Boynton Beach Building Department

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Consultant.

B. Statement shall reflect all adjustments to the Contract Sum:

   1. The original Contract Sum.

   2. Additions and deductions resulting from:

      a. Previous change orders or written amendment.

      b. Allowances.

      c. Unit prices.

      d. Deductions for uncorrected work.

      e. Deductions for liquidated damages.

      f. Deductions for reinspection payments.

      g. Other adjustments.

   3. Total Contract Sum, as adjusted.

   4. Previous payments.

   5. Sum remaining due.

C. Consultant will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

1.08 RECORD DOCUMENT SUBMITTAL REQUIREMENTS

A. Submit data on 8 ½ x 11inch pages in three-ring binders with durable covers.

B. Prepare binder cover and binder spine with printed title "RECORD DOCUMENT MANUAL", title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers and tabs.

D. Contents: Prepare a Table of Contents as follows:

   1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors and major equipment suppliers.
   2. Part 2: Project documents and certificates, including the following:
      a. Certificate of Substantial Completion with signed-off Substantial Completion punchlist.
      b. Certificate of Final Acceptance.
      c. Warranty of Title, form WT-1
      d. Final Release of Lien
      e. Pre- and Post-construction videos and photographs on DVD or CD.
      f. Certifications of closeout of all applicable permits (NPDES, PBC Health Department, SFWMD, LWDD, PBC or CBB Building Permits, etc.)

E. Submit Operation and Maintenance (O & M) Manuals for all equipment. The O&M Manuals shall include the following information:
   a. Manufacturer's name, address, and telephone number.
   b. List of equipment
   c. Parts list for each component
   d. Operating instructions
   e. Maintenance instructions for equipment and systems.

F. Submit to the CITY, one (1) draft copy of the RECORD DOCUMENT MANUAL fifteen (15) days prior to the request for Final Inspection, Testing and Acceptance. This copy will be reviewed and returned prior to Final Inspection, Testing and Acceptance, with the CITY's comments. Revise content of all document sets as required.

G. Submit one (1) revised FINAL RECORD DOCUMENT MANUAL and six (6) sets for all Operation and Maintenance Manuals, within ten (10) days after Final Inspection, Testing and Acceptance. .

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Submit written certification that the Work has been completed in accordance with Contract Documents and is ready for the Substantial Completion and/or Final Completion walk-throughs.

B. Provide submittals to the Consultant and the CITY that are required by governing or permitting authorities such as Palm Beach County Health Department, Palm Beach County Traffic/Land Development, FDOT, etc. in order to closeout the project.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and full release of retainage.

D. Final payment and release of retention with NOT be made until the RECORD DOCUMENT MANUALS, Operation and Maintenance Manuals, and the "AFTER" photographic survey, video, and photographs on DVD/CD have been received and accepted by the CITY.

END OF SECTION

SECTION 01705 - RECORD DRAWING REQUIREMENTS

PART 1 GENERAL

1.01 The terms "Record Drawing" and "As-Built Drawing" shall be synonymous. However, it is the CITY's preference to refer to these drawings as "Record Drawings". The Record Drawings are prepared by the Contractor and are used to document the actual construction and other conditions noted in the Contract Documents.

1.02 REQUIREMENTS INCLUDE

A. Contractor shall maintain at the site, a record copy of:

1. Drawings

2. Approved Shop Drawings, Product Data and Samples

3. Field Test Records

1.03 RELATED SECTIONS:

A. Measurement and Payment – Section SC01025

B. Shop Drawings, Work Drawings, and Samples – Section SC01340

C. Testing Laboratory Services – Section SC01410

D. Substitutions and Product Options – Section SC01630

1.04 RELATED REQUIREMENTS

A. The completed final Record Drawings shall be certified by a Florida Registered Land Surveyor. This certification shall consist of the surveyor's embossed seal bearing his/her registration number, the surveyor's signature and date (of the survey) on each sheet of the drawing set (including the cover and key sheet). Standard Detail sheets are not required to be included in the Record Drawing set. In addition, all Record Drawing sheets shall list the company name, business address, and telephone number of surveyor. Additionally, the Record Drawings shall meet all Minimum Technical Standards (MTS) requirements.

B. AutoCAD computer generated progress Record Drawings are required to be submitted with each Application for Payment.

1.05 MAINTENANCE OF RECORD DRAWINGS

A. The Contractor shall maintain full size (24"x36") field drawings to reflect the installed / accepted items of work as the Work progresses. Upon completion of the Work, the Contractor shall submit two (2) sets of full size, signed and sealed Record Drawings and one (1) CD or DVD with the electronic PDF and AutoCAD files (AutoCAD 2010 or newer format). All Record Drawings shall be generated with AutoCAD, and conversions from any other CAD platform to AutoCAD once the drawings are finished are not allowed. Points collected shall be generated with AutoCAD Land Desktop or AutoCAD Civil 3D. An electronic set of the design drawings (including all pertinent XREF's, CTB files, images, etc.) will be furnished to the Contractor by the design engineer at no cost.

B. Contractor shall label each document, "PROJECT RECORD DRAWING" in neat large printed letters, or by rubber stamp.

C. Contractor shall maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Record information must be created concurrently with construction progress. Contractor shall not conceal any work until required information is recorded.

E. Contractor shall make documents and samples available for inspection by CITY and CONSULTANT at all times.

1.06 RECORD DRAWINGS

A. Survey/GPS Points: All points shall be collected via NAD83 FL State Plane coordinates and elevations collected via the NAVD88 vertical datum. All drawings shall be in the proper coordinate base, coordinates shall be called out on the drawings, and all field collected data shall be submitted in comma delimited text electronic format.

B. Record Drawings shall include complete as installed information including paving and drainage relative to pavement location; concrete curb; gutter and sidewalks; elevations of surface drainage flows to insure proper routings of storm water runoff; location of inlets, manholes, outfalls, endwalls and control structures; as well as pipe inverts, top of grates, rim elevations, and other features that were constructed in the Project.

C. The Record Drawings shall include complete as installed information of the utility systems, (water, sanitary sewer and storm water systems) including service laterals, sample points, valves, backflow preventers, information relative to location of manholes, valve pits (enclosures), wet wells, lift stations, as well as the inverts and rim elevations, and any other features that were either constructed as part of the project or discovered during the construction of the project. Any and all As-Built utilities that vary from the design drawing set shall be moved spatially to its correct locations and reflected accordingly in the AutoCAD, PDF, and hard copy Record Drawings.

D. Dimensional ties to water lines shall be provided, both horizontal and vertical, at a minimum of every 200 linear feet (lf). Each

water line dimensional tie shall include centerline stationing and be referenced to the nearest edge of roadway paving with elevation of the top of the pipe.

E. Contractor's Record Drawings shall include the key sheet / key map with exact system pipe line and valve locations indicated including GPS coordinates.

F. Computer generated Record Drawings shall be submitted; data in tabular form will not be accepted.

G. Additionally, Station & Offset and GPS coordinates certified by the surveyor, shall be provided for:

1. Water Mains (including raw water as applicable): Valves, fittings, fire hydrants, permanent sample points, service taps and meters.

2. Sanitary Sewers: - Manholes and cleanouts.

3. Stormwater systems: Inlets, manholes and outfalls (including MES).

4. Force Mains: Valves and fittings.

5. Reuse Mains: Valves, fittings, permanent sample points, service taps and meters.

6. Wellfields: Wellheads and valves

7. General: Street light poles, hand-holds and pull boxes

H. Representative items of work that shall be shown on the Record Drawings as verified, changed or added are shown below:

1. Plans:

a. Structure types, location with grade of rim and flow-line elevations.

b. Piping system type (water main, gravity sewer, etc.), length, size and elevations.

c. Utility type, length, size and elevation in conflict structures

d. All maintenance access structures, valve pits, valves and hydrants within right-of way.

e. Critical spot elevations at high or low intersections and the midpoint of all intersections.

f. Sewer laterals.

2. Pavement Marking and Signing Plans: Sign location where installed if different from plans.

I. Record Drawing shall include the following criteria at a minimum.

1. Record Drawings of water lines shall include the following information:

a. Top of pipe elevations and horizontal location every 100 linear feet (lf).

b. Separation callouts between water main, sanitary sewer mains and laterals, reclaimed water and storm drainage piping and structures.

c. Final elevations of surface feature including roadway crown, edge of pavement (roadway and sidewalk) and swale elevations every 200 liner feet (lf).

d. Station and Offset, GPS locations and elevations of fittings, valves, fire hydrants, permanent sample points and water service taps and meters.

e. All tie-ins to existing lines shall be shown in an enlarged detail of the tie-in configuration.

f. All water services

2. Record Drawings of all gravity sanitary sewer lines include the following information:

a. Rims, inverts and length of piping between structures as well as slopes.

b. Separation callouts between water main, sanitary sewer mains and laterals and storm drainage piping and structures.

c. The stub ends of all sewer laterals shall be located via GPS and if there are any cleanouts installed on the sewer laterals then the invert elevation of these cleanouts need to be obtained.

d. Lift station Record Drawings shall consist of top of wet well elevation, invert elevation of the incoming line, bottom of the wet well and of the compound area.

3. Force main Record Drawings shall be prepared the same as the water line Record Drawings.

4. Reclaimed water Record Drawings shall be prepared the same as the water line Record Drawings.

5. Record Drawings of all storm water drainage systems shall include the following information:

a. Structures, grate elevations, inverts and diameter and length of pipe line between structures, type of drainage system (conveyance and/or exfiltration) and weir

elevations if applicable.

b. Separation callouts between water main, sanitary sewer mains and laterals and storm drainage piping and structures.

c. Cross section (ROW to ROW) every 50 feet or critical change in elevation and at each inlet showing sidewalk, inlet grate and/or top and bottom of swale/slope, edge of roadway, roadway crown, edge of roadway, grate and sidewalk elevations.

6. All rock and asphalt Record Drawings for parking lot, roadways and swales areas shall consist of the following:

a. Rock elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50' for roadways.

b. Rock elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

c. All catch basin and manhole rim / grate elevations shall be shown.

d. Elevations around island areas are required.

e. As constructed elevations shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.

7. Lake and canal bank Record Drawings shall include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 linear feet (lf) and the top and bottom of slope/edge of water around the lake or canal, unless otherwise specified. Record Drawings shall consist of the location and elevation of the top of bank, edge of water and the deep cut line, with the distance between each shown on the drawing. If there are contours indicated on the design plans, then they shall be recorded as well.

a. Retention area Record Drawings elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be recorded as well.

b. If a change is made via field order or deviation to any structure, pipeline, etc., a new location shall be noted on the Record Drawings. The Consultant may request additional Record Drawing information to verify horizontal or vertical locations.

1.07 SUBMITTAL

A. Record Drawings - As a condition precedent to the Contractor's request for Substantial Completion Inspection, the Contractor shall furnish to CITY a complete set of full size paper prints, marked-up Record Drawings with "RECORD DRAWINGS" clearly printed on each sheet for review and approval and acknowledge the receipt of marked up plans, comments that shall be addressed before Final Completion. If there was no change to the drawing, it shall be marked "RECORD DRAWING – NO CHANGE" All final Record Drawing sheets shall be certified, signed and sealed by the Contractor's surveyor.

B. Additionally, the Contractor shall certify by stamping and signing each Record Drawing sheet indicating the fact that it has been reviewed and accepted.

C. Initially, two (2) signed and sealed paper prints are to be submitted to the Project Manager for review. Following review by the Consultant and CITY, any comments are to be addressed. On final submission, the following items shall be provided:

1. Two (2) sets of signed and sealed drawings (24 in. x 36 in.). If sent by mail or courier, the drawings shall be packaged in properly sized shipping tubes.

2. PDF and AutoCAD electronic files on CD or DVD. All proposed data must be crossed out and the computer generated As-Built data must be easily identified and put on AutoCAD layers other than those used by the Design Engineer, with the text "ASB" preceding the layer name. A bold or different font and line weight may be used. A sample of record data must be added to the legend and shown on each plan/profile sheet.

D. The electronic files submitted must be in PDF and AutoCAD 2010 or newer format. All digital files are to be copied on CD or DVD. All fonts and line types shall be from the standard AutoCAD library. Any attachments to drawings (i.e., XREFs, Images, CTB files, or any such attached files) shall be written to CD or DVD. Original layer states shall be saved in AutoCAD prior to making any changes to drawings using the Layer State Manager under the Layer Properties Manager dialog box. As a minimum requirement, electronic files must include all features that were shown on the approved construction plans.

E. When identified on the Schedule of Bid Items as a separate pay item, Record Drawings shall be paid for once the FINAL project Record Drawings have been submitted to and accepted by the CITY and CONSULTANT.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION

SECTION 01710 – CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor shall execute cleaning, during progress of the Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

A. Contractor shall conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.

B. Remove waste materials, debris and rubbish from the site as needed and dispose of at legal disposal areas away from the site.

C. Contractor shall coordinate and cooperate with the CITY for the routine collection of garbage, debris and recycle materials by assuring access to oversized vehicles. If access to the property owner pick-up points, Contractor shall gather the collection bins, stage them in a pick-up area and then return to the individual property owners after the garbage and/or recycle has been picked-up.

3.02 DUST CONTROL

A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until paint is finished.

B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 01730 - OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall compile product data and related information appropriate for CITY's maintenance and operation of products furnished under Contract.

a. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.

2. Contractor shall instruct CITY's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Contract Closeout: Section SC01700

2. Project Record Documents: Section SC01720

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.

2. Familiar with requirements of the Section.

3. Skilled as technical writer to the extent required to communicate essential data.

4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by CITY's personnel.

B. Format:

1. Size: 8-1/2 inches x 11 inches.

2. Paper: 20 pound minimum, white, for typed pages.

3. Text: Manufacturer's printed data, or neatly typewritten.

4. Drawings:

a. Provide reinforced punched binder tab, bind in with text.

b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.

5. Provide fly-leaf for each separate product, or each piece of operating equipment.

a. Provide typed description of projects and major component parts of equipment.

b. Provide identified tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

a. Title of Project.

b. Identity of separate structure as applicable.

c. Identity of general subject matter covered in the manual.

C. Binders:

1. Commercial quality three-post binders with durable and cleanable plastic covers.

2. Maximum post width: 2 inches.

3. When multiple binders are used, correlate the data into related consistent groups.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.

2. A list of each project required to be included, indexed to content of the volume.

3. List, with each project, name, address and telephone number of:

a. Subcontractor or installer.

b. A list of each product required to be included, indexed to content of the volume.

c. Identify area of responsibility of each.

d. Local source of supply for parts and replacement.

4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specific product.

2. Annotate each sheet to:

a. Clearly identify specific product or part installed.

b. Clearly identify data applicable to installation.

c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:

a. Relations of component parts of equipment and systems.

b. Control and flow diagrams.

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

3. Do not use Project Record Documents as maintenance drawings.

D. Written test, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.

2. Provide logical sequence of instruction of each procedure.

E. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for CITY's personnel, give:

a. Proper procedures in event of failure.

b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

A. Submit **six (6) copies** of complete manual in final form to the CITY through the CONSULTANT.

B. Content: for architectural products, applied materials and finishes:

1. Manufacturer's data, giving full information on products.

a. Catalog number, size, composition.

b. Color and texture designations.

c. Information required for reordering special manufacturing products.

2. Instructions for care and maintenance.

a. Manufacturer's recommendation for types of cleaning agents and methods.

b. Cautions against cleaning agents and methods which are detrimental to product.

c. Recommend schedule for cleaning and maintenance.

C. Content, for moisture protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.

a. Applicable standards.

b. Chemical composition.

c. Details of installation.

2. Instructions for inspection, maintenance and repair.

D. Additional requirements for maintenance data: Respective sections of Specifications.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit five (5) copies of complete manual in final form to the CITY through the CONSULTANT.

B. Content, for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of replaceable parts.

2. Operating procedures:

a. Start-up, break-in, routine and normal operating instructions.

b. Regulation, control, stopping, shut-down and emergency instructions.

c. Summer and winter operating instructions.

d. Special operating instructions.

3. Maintenance procedures:

a. Routine operations.

b. Guide to "trouble-shooting".

c. Disassembly, repair and reassembly.

d. Alignment, adjusting and checking.

4. Servicing and lubrication required.

5. Manufacturer's printed operating and maintenance instructions.

6. Description of sequence of operation by control manufacturer.

7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

a. Predicted life of parts subject to wear.

b. Items recommended to be stocked as spare parts.

8. As-installed control diagrams by controls manufacturer.

9. Each contractor's coordination drawings.

a. As-installed color coded piping diagrams.

10. Charts of valve tag numbers, with location and function of each valve.

11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.

12. Other data as required under pertinent sections of specifications.

C. Content, for each electric and electronic systems, as appropriate:

1. Description of system and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of replaceable parts.

2. Circuit directories and panelboards.

a. Electrical service

b. Controls

c. Communications

3. As installed color coded wiring diagrams.

4. Operating procedures:

a. Routine and normal operating instructions.

b. Sequences required.

c. Special operating instructions.

5. Maintenance procedures:

a. Routine operations.

b. Guide to "trouble-shooting".

c. Disassembly, repair and reassembly.

6. Manufacturer's printed operating and maintenance instructions.

7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

8. Other data as required under pertinent sections of specifications.

D. Prepare and include additional data when the need for such data becomes apparent during instruction of CITY's personnel.

E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.07 SUBMITTAL SCHEDULE

A. Submit two (2) copies of completed data in final form to the CITY through the CONSULTANT no later than thirty (30) days following the Consultant's review of the last shop drawing and/or other submittal specified under Section SC01340.

1. One copy will be returned with comments to be incorporated into final copies.

B. Submit **six (6) copies** of approved manual in final form directly to the offices of the Consultant, within thirty (30) calendar days of product shipment to the project site and preferably within 30 days after the reviewed copy is received.

C. Append six (6) copies of addendum to the operation and maintenance manuals as applicable and certificates as specified within thirty (30) days after final inspection and plant start-up test.

1.08 INSTRUCTION OF CITY'S PERSONNEL

A. Fully instruct CITY's designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.

B. Review operating and maintenance manual with CITY's operating and maintenance personnel in full detail to explain all aspects of operations and maintenance.

C. A list shall be provided to the CITY detailing the date, time and attendees of all training sessions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall compile specified warranties and bonds, as in Article 5 and 13 of the General Conditions and as specified in these Specifications.

B. Related Work Described Elsewhere:

1. General Conditions: Articles 5 and 13

2. Contract Closeout: Section SC01700.

1.02 SUBMITTAL REQUIREMENTS

A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.

2. Firm, with name of principal, address and telephone number.

3. Scope.

4. Date of beginning of warranty, bond or service and maintenance contract.

5. Duration of warranty, bond or service maintenance contract.

6. Provide information for CITY's personnel:

a. Proper procedure in case of failure.

b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8-1/2 inches by 11 inches, punch sheets for standard three (3) post binder.

a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

a. Title of Project.

b. Name of Contractor.

C. Binders: Commercial quality, three (3) post binder, with durable and cleanable plastic covers and maximum post width of two (2) inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the CITY.

B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under technical specifications for Divisions 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical and which has at least a 1 hp motor or which lists for more than $1,000. The Consultant reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

D. The CITY shall incur no labor or equipment cost during the guarantee period.

E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01800 - MISCELLANEOUS WORK AND CLEANUP

1 PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.

2. The work of this Section includes, but is not limited to, the following:

a. Restoring of driveways and fences.

b. Cleaning up.

c. Incidental work.

2 PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

3 PART 3 - EXECUTION

3.01 RESTORING OF DRIVEWAYS AND FENCES

A. Existing public and private driveways disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded.

B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Consultant shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Consultant.

3.02 CLEAN UP

A. The Contractor shall remove all construction material, buildings, equipment and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition.

3.03 INCIDENTAL WORK

A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

END OF SECTION

SECTION 02018 – VIBRATION MONITORING

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Furnish, install, maintain, monitor, and remove vibration-monitoring equipment as specified and as indicated.

B. Monitor vibrations and noise levels originating from construction operations as indicated or specified.

C. Modify construction operation procedures if existing operation creates vibration or noise exceeding specified amounts.

1.2 RELATED SECTIONS

A. Section SC01340 – Shop Drawings, Work Drawings, and Samples

B. Section SC01700 – Contract Closeout

C. Section 03415 – Prestressed Concrete Piles

1.3 REFERENCES

Not Used

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. When this Section is to be implemented, it shall be considered to be incidental to the specific Work scope for the individual Section, i.e., Pre-Cast Concrete Piles.

1.5 SUBMITTALS:

A. Submit the following:

1. Qualifications of the independent vibration consulting firm's Professional Engineer including the names of the five (5) successful projects with names, current addresses, and telephone numbers of persons in charge of representing the owners or the owners at the time of monitored vibration-inducing operation and noise levels.

2. Qualifications of the vibration consulting firm's personnel to install, operate and interpret the monitoring equipment including the name of the personnel and the names of the three (3) projects per person which they installed, operated, monitored, and interpreted monitoring equipment with names, current addresses and telephone numbers of persons in charge of representing the owners or the owners at the time of monitored vibration-inducing operations and noise levels.

3. Prior to commencement of pile driving or other vibration inducing operations, submit in writing the plan for monitoring operations and equipment to be used to assure compliance with the vibration and noise limitation. As a minimum, this plan shall provide for the following:

a. Recommended vibration-limiting methods to meet the specified peak particle velocity limitations and locations for taking measurements.

b. Manufacturers' brochures and written operation instructions for seismograph recording equipment intended to be used for each vibration occurrence.

4. Daily reports, while driving sheeting, piles or performing other vibration-inducing operations, detailing each source of vibration, location of monitoring, and the vibration records highlighting peak particle velocities. All daily reports shall be stamped and signed by the Vibration Consulting Firm's Professional Engineer.

PART 2 - PRODUCTS

2.1 EQUIPMENT:

A. Provide a low frequency sensitive three-component seismic recording instrument with wave paper trace, variable trigger level setting, peak particle velocity memory operation (in inches/second) and sound level readout capability.

B. Manufacturers:

1. Spregnether, St. Louis, MO

2. Slope Indicator Co., Seattle, WA

3. D&L Equipment Corp., Spoffard, NH

4. Or equal

PART 3 - EXECUTION

3.1 QUALITY ASSURANCE:

A. Provide in accordance with Division 1

B. Retain the services of an independent vibration consulting firm with the following in-house personnel to conduct the following vibration monitoring requirements:

1. Preparation, signing and stamping of monitoring plans and daily reports, and overseeing monitoring and interpretation of monitoring equipment shall be performed by personnel with the following qualifications:

a. Be a Florida Registered Professional Engineer

b. Have a minimum of five (5) years experience in the vibration-consulting field

c. Have successfully completed at least five (5) projects with vibration-inducing operations and noise levels equal to or more severe than those to be encountered

2. Installation, monitoring and interpretation of monitoring equipment shall be performed by personnel with the following qualifications:

a. Have at least three (3) years of experience in the operation of monitoring equipment proposed for use and interpretation of records produced by such equipment

b. Have installed, operated, monitored and interpreted equipment and records on at least three (3) projects with vibration-inducing operations and noise levels equal to or more severe than those to be encountered

3.2 EXECUTION:

A. Furnish specified instrumentation to be installed, operated and interpreted by the vibration consulting firm's personnel, as specified below and indicated.

B. Monitor vibrations and record the entire particle velocity wave train, not just peak velocities. Obtain accurate, legible seismometer records of monitored vibrations.

C. Perform all pile sheeting, driving, and other vibration-inducing operations so that vibrations reaching adjacent structures and facilities are within specified limits.

D. Monitor vibrations by measuring the peak particle velocity in the vicinity of work. Peak particle velocity is defined as a maximum of the three velocity components, measured in three mutually perpendicular directions at any point by an instrument and combining the results. The peak particle velocity as measured by the vibration consulting firm's personnel on or at the location as specified in the submitted vibration monitoring plan, for blasting, pile driving, or other vibration-inducing operations, shall not exceed the following:

Type of Concrete	Peak Particle Age of Concrete, hrs.	Velocity in/sec.
Mass Concrete	0-11	1.0
	11 and over	2.0
Concrete Structures	0-11	0.5
	11-24	1.0
	24 and over	2.0
Permanent Structure or Utility		2.0

E. In the event any recordings indicate that vibration limits are being exceeded, immediately suspend all sheeting, driving and other vibration-inducing operations and submit a report to the Engineer. Revise operations to reduce vibrations and submit a copy of the revised procedure to the Engineer at no additional cost to the City.

F. If evidence of displacement or damage to utilities, equipment, or structures is observed or reported, immediately notify the Engineer and discontinue operations creating the vibrations. Revise operation to reduce vibrations and submit a copy of the revised procedure to the Engineer.

G. Restore or replace utilities, equipment, or structures damaged by at no additional cost to the City.

H. Monitor and record on chart noise originating from construction activities.

I. If noise limitations as specified City Ordinance's are exceeded notify the Engineer and discontinue operations creating noise. Revise operation to meet specified noise limitation before continuing.

END OF SECTION

SECTION 02060 – AGGREGATE MATERIALS

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards latest edition (where applicable) as reference documents. It is the intent of the Utilities Department that this technical specification (02060) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 204 - Graded Aggregate Base
- Section 210 - Reworking Limerock Base
- Section 220 - Shaping and Compacting Local Base Rock
- Section 230 - Limerock Stabilized Base
- Section 911 – Limerock Material for Base and Stabilized Base
- Section 240 - Sand-Clay Base
- Section 250 - Shell Base
- Section 913 – Shell Material
- Section 913A – Shell – Rock Material
- Section 914 – Stabilization Materials
- Section 260 - Shell Stabilized Base
- Section 270 - Soil Cement Base
- Section 901 - Course Aggregate
- Section 902 - Fine Aggregate

In the event that this technical specification (02060) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Aggregate materials

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 - Quality Requirements

D. Section 02300 - Earthwork

E. Section 02320 – Trenching and Excavation

F. Section 02322 – Dewatering and Drainage

G. Section 02324 – Backfill

H. Section 02371 - Riprap and Rock Lining

I. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

A. Florida DOT Standard Specifications for Road and Bridge Construction cited at the beginning of this section.

B. AASHTO - M147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Sub base, Base and Surface Courses

C. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop

D. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

E. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)

F. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)

G. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

H. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

I. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

1.4 UNIT PRICES - MEASUREMENT AND PAYMENT

A. Section SC01025 - MEASUREMENT AND PAYMENT

B. Aggregate (other than required for roadway repair, construction, exfiltration trench and manhole/structure support pad): By the square yard - Includes supplying aggregate materials, stockpiling, placement, compaction and testing.

1.5 SUBMITTALS

C. Submittals for review and authorization to proceed

1. Materials Source: Submit name of imported materials suppliers

2. Materials: Submit material certificates including proctor and sieve analysis of each type of aggregate supplied

PART 2 PRODUCTS

2.1 COARSE AGGREGATE MATERIALS

A. Coarse Aggregate Type FDOT 57 Stone

2.2 FINE AGGREGATE MATERIALS

A. Fine Aggregate Type FDOT Standard Specification for Road and Bridge Construction Section 902.

B. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

C. Materials generated from the on-site excavations or imported from an off-site source may be utilized for backfill of pipeline and associated structure excavations provided the materials consist of relatively clean sands or reasonably well graded, relatively clean sand-gravel mixtures that are free of timber, roots, clods, construction demolition debris, rubbish, trash or other deleterious matter. The materials shall have a maximum size of 1 inch, have not more than 10 percent passing the US Standard No. 200 Sieve and contain no more than 2 percent (by weight) of organic matter.

1. Backfill materials classification shall comply with the Unified Soil Classification System (ASTM D 2487) Group Symbols of SP, SP-SM, GP or GP-GM.

2. The S=Sand, G=Gravel, P=Poorly Graded, and M=Silty all per ASTM D 2487.

2.3 SOURCE QUALITY CONTROL

1. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D1557 or AASHTO T180

2. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D1557 or AASHTO T180

3. If tests indicate materials do not meet specified requirements, change material or material source and retest

4. Provide materials of each type from same source throughout the Work

PART 3 EXECUTION

3.1 QUALITY ASSURANCE

A. Perform Work in accordance with State of Florida DOT standards

3.2 STOCKPILING

A. Stockpile materials on site at locations designated by Engineer.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate differing materials with dividers or stockpile apart to prevent mixing.

D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.3 STOCKPILE CLEANUP

A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent free-standing surface water.

END OF SECTION

SECTION 02082 – PUBLIC MANHOLES AND STRUCTURES

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition where applicable) as reference documents. It is the intent of the Utilities Department that this technical specification (02082) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 400 - Concrete Structures
- Section 415 - Reinforcing Steel
- Section 416 – Installing Adhesive-Bonded Anchors and Dowels for Structural Applications
- Section 417 - Epoxy Coating of Reinforcing Welded Wire Fabric
- Section 425 - Inlets, Manholes, and Junction Boxes

In the event that this technical specification (02082) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Modular precast concrete manhole and inlet sections with tongue-and-groove joints, risers, transition to lid, frames, covers, anchorage, and accessories.

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02060 – Aggregate Materials

F. Section 02320 – Trenching and Excavation

G. Section 02322 – Dewatering and Drainage

H. Section 02324 – Backfill

I. Section 02513 – Public Water & Reclaimed Water Distribution Systems

J. Section 02536 – Force Mains

K. Section 02538 - Sanitary Sewer System

L. Section 02630 – Storm Drainage

M. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 – MEASUREMENT AND PAYMENT

The replacement of existing irrigation (public or private) in the Public ROW as the result of public manholes and structures installation is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline, structure or swale development.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Shop Drawings: Indicate location and size of reinforcing steel, manhole locations, inlet locations, elevations, piping, conduit, and any weir control structures, sizes and elevations of penetrations for the following:

1. Precast Manhole (including reinforcing and joint), including Frame and Cover and all brickwork.

2. Precast Structure / Inlet (including reinforcing and joint) including Frame and Cover / Grate (all grates for storm water inlets shall be reticuline with a traffic rating of H-20) and all brickwork.

3. Precast Junction Box and conflict structure (including reinforcing and joint), including Frame and Cover and all brickwork.

1.6 PROJECT RECORD DOCUMENTS

A. Refer to Section SC01700 CONTRACT CLOSEOUT for additional requirements.

B. Refer to Section SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

1.7 DELIVERY, STORAGE AND HANDLING

A. Comply with precast concrete manufacturer's instructions for unloading, storing and moving precast manholes and drainage structures. Cracks or broken ends due to improper handling will not be acceptable. Lift holes will not be allowed.

B. Store precast concrete manholes and drainage structures to prevent damage to

Owner's property or other public or private property. Repair property damaged from materials storage.

C. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

PART 2 PRODUCTS

2.1 MANHOLES (SANITARY)

A. Materials

1. Concrete: 4,000 psi

2. Reinforcement:

a. All reinforcement shall be A.S.T.M A615, Grade 60 or 65 ksi welded wire fabric, either smooth or deformed.

b. Except when ACI hooks are specifically required, reinforcement top and slab shall be straight embedment.

c. All steel bars shall have 1-1/2" minimum cover unless otherwise shown except for precast circular units manufactured under ASTM C-76 or ASTM C-478. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.

3. Flexible Gasket: Ram Neck Seal

4. Sanitary Sewer Manhole Coatings:

a. Interior Coating: Manhole interior protection shall consist of the following approved processes: ThoRoc, Mainstay, Sewpercoat, Strong Seal or Refratta HAC 100 coating applied in the field.

b. Exterior Coating: CARBOLINE (Koppers) Bitumastic 300M Outside Structure: 1st coat gray or red, 2nd coat black.

5. Manhole Brick: ASTM C32-73 (3-hole) and shall be sound, hard and uniformly burned brick, regular and uniform in shape and size, of compact texture, and satisfactory to the Engineer. Brick shall comply with the ASTM Standard Specification for Sewer and Manhole Brick (made from clay or shale). Grade SS brick shall be used for paved inverts and shelves, and grade MS shall be used for walls.

6. Masonry Mortar: ASTM C270-82, Type M - Type II Cement.

7. Manhole Frame and Cover: Traffic rated, conforming to U.S. Foundry No. 230-AB-MC, or equal.

8. Manhole frames and covers shall be the Utility Department Standard as shown on the project construction drawings and of such quality and composition as will make the metal of the casing strong and tough and of even grain. They shall be smooth, free from scale, lumps, blisters and sand holes. No plugging or filling will be allowed. The words "SANITARY SEWER" shall be cast in the cover so as to be plainly visible. Frames and covers shall have a protective coating of black paint. All covers shall have a non-penetrating or concealed type pick hole.

B. Construction

1. Manholes shall be constructed of precast reinforced concrete. Reinforcing for the base section and top shall be as shown on the drawings. Reinforcing for the wall sections shall be as specified in ASTM C478 and shall extend into the tongue and groove of the joints. There shall be a #4 continuous rebar hoop around openings. The base shall be monolithic with the first wall section using a water stop between base and first wall section. Adjustable riser rings are preferred for all manholes.

2. Water stop shall be manhole manufacturer's standard. If the manufacturer does not have a standard, use a 4-inch wide, #10 gauge steel sheet, welded continuous through the joint.

3. Joints shall be tongue and groove suitable for flexible Ram Neck seal gasket.

4. Lifting hooks shall be used throughout. Lift holes will not be allowed.

5. Components of the manhole shall be free of fractures, cracks, and undue roughness. Concrete shall be free of defects that indicate improper mixing or placing, and surface defects such as honeycomb or spalling. The Owner reserves the right to inspect manholes at the factory.

2.2 INLETS, JUNCTION BOXES, MANHOLES (STORM)

A. Materials

1. Concrete: 4,000 psi.

2. Reinforcement: As stated above.

3. Sizing

   a. Standard structure bottoms 4'-0" diameter and smaller (Alt. A) and 3'-6" square (Alt. B) are designated Type P. Larger standard structure bottoms are designated Type J. Adjustable riser rings are preferred for all structures.

   b. Walls of circular structures (Alt. A) constructed in place may be of non-reinforced concrete or brick or reinforced concrete. Precast and rectangular structures (Alt. B) shall be constructed of reinforced concrete only.

   c. Wall thickness and reinforcement are for either reinforced cast-in-place or precast concrete units except that precast circular units may be furnished with walls in accordance with either ASTM C-478 (up to 96" diameter) or ASTM C-76 Class III B Wall, modified where the elliptical steel cage area is placed in the center one-third of the wall.

   d. Top and floor slab thickness and re-enforcement are precast and cast-in-place construction. Top and floor slabs shall be of Class II concrete. Concrete as specified in ASTM C-478 (4,000 psi) may be used in lieu of Class I and Class II concrete in precast items manufactured in plants which are under the 'Standard Operating Procedures' for the inspection of precast drainage products.

   e. Structure bottoms may be used in conjunction with curb inlet tops Types 1,2,3,4,5,6,9, and 10, and any manhole or junction box unless otherwise shown in the plans or other standard drawings. Alt. B structure bottoms may be used in conjunction with curb inlet Types 7 & 8, or any ditch bottom inlet unless otherwise shown in the plans or other standard drawings.

   f. Rectangular structures may be rotated as directed by the Engineer in order to facilitate connections between the structure walls and storm sewer pipes.

   g. The corner fillets shown are necessary for rectangular structures used with circular risers and inlet throats and used on skew with rectangular risers, inlet and inlet throats. Fillets will be required in lieu of the bottom slab of the Alt. B riser when used with the Alt. A box. Each fillet shall be reinforced with 2- #5 bars.

4. Frames, Covers and Grates:

   a. All grates for storm water inlets shall be reticuline with a traffic rating of H-20 as shown on FDOT Standard Index No.232.

   b. Inlet throats, riser or manhole tops shall be secured to structures as shown on FDOT Standard Index No. 201.

   c. For manhole and junction box tops for frames and covers, and for supplementary details, see same FDOT Standard Index No. 201.

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

A. Field inspection will be performed under provisions of Section SC01400 QUALITY REQUIREMENTS.

3.2 EXAMINATION

A. A. Verify items provided by other sections of Work are properly sized and located.

B. Verify that the Project is ready to receive the structures.

C. Verify excavation for manholes is correct.

3.3 REPARATION

A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other sections.

3.4 MANHOLE INSTALLATION (WASTEWATER)

A. Trenches and excavations shall be kept dry while work is in progress. Excavations for manholes and other structures shall be over-excavated and plastic filter fabric (Geotextile), of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation, then place a 12 inch thick (or as specified on the project

construction drawings)rock support bed of FDOT 57 rock and then install the structure.

The manhole invert shall be carefully shaped to conform to the pipe flow channel. Flow channels within the manholes involving changes of direction or slide slopes shall smoothly direct the flow in accordance with detail drawings. All concrete irregularities shall be plastered with cement mortar in such a manner as to give neat and watertight job. Manholes shall be core-drilled to provide pipe opening when precast hole is not available.

B. "Ram-nek" or equivalent shall be used at all riser joints. Structures with any leakage will not be accepted.

3.5 INSTALLATION OF PIPE INTO MANHOLE (WASTEWATER)

A. Trenches and excavations shall be kept dry while work is in progress. All pipe penetrations shall be supplied with NPC KOR-N-SEAL flexible pipe-to-manhole connector. Base slab and wall thickness for precast manholes shall be as shown on the detail drawings. Invert shall be constructed as shown on the detail drawings. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly. Changes in the direction of the sewer and entering branch or branches shall have a true curve; of as large a radius as the size of the manhole will permit. Manhole inverts may be constructed prior to installation by grouting pipe in place with cement mortar and approved joint mix.

3.6 INLET / STRUCTURE INSTALLATION (STORMWATER)

A. Trenches and excavations shall be kept dry while work is in progress. Appurtenance shall be set to the pipe grade firm and plumb in the location(s) shown on the project construction drawings. Excavations for inlets and other stormwater structures shall be over-excavated and plastic filter fabric (Geotextile), of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation, then place a 12 inch thick rock support bed of FDOT 57 rock and then install the structure. Joints shall be cleaned, primed and the required gasket or sealant applied as recommended by the manufacturer. Voids remaining in the joint shall be caulked with anhydrous cement grout on both the inside and outside to make a smooth watertight seal.

3.7 INSTALLATION OF CONDUIT INTO INLET / STRUCTURE

A. Trenches and excavations shall be kept dry while work is in progress. The diameter for the pipe opening in the structure shall be 6 inches larger than the outside diameter of the pipe. Pipe shall penetrate the inside wall of the inlet/structure a minimum of 2-inchs and a maximum of 4-inches. After pipe is set, the space between the pipe and inlet/structure wall shall be filled with 3-holes brick and hydraulic cement or sealed in accordance with the project construction drawings. Refer to Section 02538 SANITARY SEWER SYSTEM and 02630 STORM DRAINAGE for discipline specific requirements. Base slab and wall thickness for precast structures shall be as shown on the detail drawings. Slopes within the inlet / structure bottom shall be avoided.

B. If inlet / structure contains a weir of other water elevation control structure, the weir wall shall incorporate the bleed down orifice with the opening bottom set at the normal control elevation. The top of the weir wall shall be set at the design elevation that shall be between 6" and 12" below the bottom of the structure top slab or inlet grate.

3.8 FRAMES AND COVERS

A. The manhole, inlet and structure frames and covers shall be set firmly in mortar so that the top of cover will be flush with the finished grade in paved areas (following the cross slope / slope of roadways and/or driveways) and 1-inch above the finished grade in unpaved areas, unless shown otherwise on the project construction drawings.

END OF SECTION

SECTION 02084 – WET WELLS

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02084) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 400 - Concrete Structures
- Section 415 - Reinforcing Steel
- Section 416 - Installing Adhesive-Bonded Anchors and Dowels for Structural Applications
- Section 417 - Epoxy Coating of Reinforcing Welded Wire Fabric
- Section 425 - Inlets, Manholes, and Junction Boxes

In the event that this technical specification (02084) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Modular precast concrete manhole and inlet sections with tongue-and-groove joints, risers, transition to lid, frames, covers, anchorage, and accessories.

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01330 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02060 – Aggregate Materials

F. Section 02320 – Trenching and Excavation

G. Section 02322 – Dewatering and Drainage

H. Section 02324 – Backfill

I. Section 02513 – Public Water & Reclaimed Water Distribution Systems

J. Section 02536 – Force Mains

K. Section 02538 - Sanitary Sewer System

L. Section 02630 – Storm Drainage

M. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 – MEASUREMENT AND PAYMENT

The replacement of existing irrigation (public or private) in the Public ROW as the result of wet well installation is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the wet well/lift station.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Shop Drawings: Indicate location and size of reinforcing steel, manhole locations, inlet locations, elevations, piping and conduit, sizes and elevations of penetrations for the following:

1. Precast Wet Well (including reinforcing and joint), precast sections, including top slab.

1.6 PROJECT RECORD DOCUMENTS

A. Refer to Section SC01700 CONTRACT CLOSEOUT for additional requirements.

B. Refer to Section SC01720 PROJECT RECORD DOCUMENTS REQUIREMENTS for additional requirements.

1.7 DELIVERY, STORAGE AND HANDLING

A. Comply with precast concrete manufacturer's instructions for unloading, storing and moving precast wet well or sections. Cracks or broken ends due to improper handling will not be acceptable. Lift holes will not be allowed.

B. Store precast concrete wet wells or sections to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.

C. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

PART 2 PRODUCTS

2.1 WET WELLS

A. Materials

1. Concrete: 4,000 psi

2. Reinforcement:

a. All reinforcement shall be A.S.T.M A615, Grade 60 or 65 ksi welded wire fabric, either smooth or deformed.

b. Except when ACI hooks are specifically required, reinforcement top and slab shall be straight embedment.

c. All steel bars shall have 1-1/2" minimum cover unless otherwise shown except for precast circular units manufactured under ASTM C-76 or ASTM C-478. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.

3. Flexible Gasket: Ram Neck Seal

4. Wet Well Coatings:

a. Interior Coating: Manhole interior protection shall consist of the following approved processes: ThoRoc, Mainstay, Sewpercoat, Strong Seal or Refratta HAC 100 coating applied in the field.

b. Exterior Coating: CARBOLINE (Koppers) Bitumastic 300M Outside Structure: 1st coat red, 2nd coat black.

5. Manhole Brick: ASTM C32-73, Grade MA.

6. Masonry Mortar: ASTM C270-82, Type M - Type II Cement.

7. Top slab and access hatch shall be the Utility Department Standard as shown on the project construction drawings. Access hatch shall be installed as to open away from the pump control panel. All wet well top slab hatches shall have integral, aluminum safety grates as manufactured by US Foundry Fabrication, Inc.

B. Construction

1. Wet wells and sections shall be constructed of precast reinforced concrete. Reinforcing for the base section and top shall be as shown on the drawings. Reinforcing for the wall sections shall be as specified in ASTM C478 and shall extend into the tongue and groove of the joints. There shall be a #4 continuous rebar hoop around openings. The base shall be monolithic with the first wall section using a water stop between base and first wall section.

2. Joints shall be tongue and groove suitable for flexible Ram Neck seal gasket.

3. Lifting hooks shall be used throughout. Lift holes will not be allowed.

4. Components of the wet well shall be free of fractures, cracks, and undue roughness. Concrete shall be free of defects that indicate improper mixing or placing, and surface defects such as honeycomb or spalling. The Owner reserves the right to inspect all precast components at the factory.

PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

A. Field inspection will be performed under provisions of Section SC01400 QUALITY REQUIREMENTS.

3.2 EXAMINATION

A. Verify items provided by other sections of Work are properly sized and located.

B. Verify that the Project is ready to receive the structures.

C. Verify excavation for wet well is correct.

3.3 PREPARATION

A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other sections.

3.4 WET WELL INSTALLATION

A. Trenches and excavations shall be kept dry while work is in progress. Wet wells shall be set according to project construction drawings and shall be precast in accordance with approved shop drawings, specification detail and project construction drawings for this project. All concrete irregularities shall be plastered with cement mortar in such a manner as to give neat and watertight job. Wet wells shall be core-drilled to provide pipe opening when precast hole is not available.

B. "Ram-nek" or equivalent shall be used at all riser joints. Structures with any leakage will not be accepted.

3.5 INSTALLATION OF PIPE INTO MANHOLE (WASTEWATER)

A. Trenches and excavations shall be kept dry while work is in progress. Base slab

and wall thickness for precast manholes shall be as shown on the detail drawings. Invert shall be constructed as shown on the project construction drawings. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly.

B. Refer to the AGRU Sure-Grip, ChemRex ThoRoc or SewperCoat details for installation details and requirements.

3.6 FRAMES AND COVERS

A. The wet well frames and covers (or top slabs) shall be set firmly in mortar so that the top of cover will be flush with the finished grade in paved areas (following the cross slope / slope of roadways and/or driveways) and 1-inch above the finished grade in unpaved areas, unless shown otherwise on the project construction drawings.

END OF SECTION

SECTION 02112 – ASBESTOS CEMENT PIPE REMOVAL/DISPOSAL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. The WORK in this Section includes the proper and safe removal, material protection, documentation, transportation and delivery for removal/disposal of asbestos cement pipe (ACP). There is NO new ACP installation in the WORK.

B. Federal Regulations classify asbestos cement pipe (ACP) as Category II, non-friable asbestos containing material (A term as defined in 40 CFR 61, Subpart M and EPA 340/1-90-018 that means any material containing more than 1 percent asbestos that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure). As such, the Contractor shall ensure the ACP is handled in a manner which will maintain that classification and not create hazardous conditions. If at any time during construction the ACP becomes friable, the Contractor shall report it immediately to the City and local, County, State, and Federal regulatory agencies as required. The Contractor shall be responsible for all additional costs and compliance with all local, County, State, and Federal regulations related to friable ACP.

C. Contractor shall carefully review the specific requirements in the Utilities Engineering Design Handbook and Construction Standards for the City of Boynton Beach, Utilities Department.

D. The Contractor shall comply with the requirements of the Palm Beach County Health Department and Solid Waste Authority of Palm Beach County, specifically the Asbestos Disposal Policy and Procedures.

E. Contractor shall exercise special and proper care during all aspects of the WORK so as to prevent damage to the existing ACP.

1.2 APPLICABLE PUBLICATIONS

The following documents are listed for general reference and may not be inclusive of all standards applicable for this project. The current version of the following documents form a part of this specification and are applicable to the extent specified. Work shall conform to applicable federal, state and local government regulations and to the requirements specified herein. Whenever inconsistencies occur between the referenced materials, the more stringent shall apply. The intent of these documents is to verify the work is conducted at the highest level of safety.

American National Standards Institute (ANSI)

American Society for Testing and Materials (ASTM)

Code of Federal Regulations (CFR)

29 CFR Safety and Health Regulations for the Construction Industry, Part 1926

40 CFR Environmental Protection Agency Part 61

49 CFR Department of Transportation

National Institute for Occupational Safety and Health NIOSH)

State Requirements

Chapter 62-257 Florida Asbestos Program

Chapter 469 Florida Asbestos Abatement

1.3 SUBMITTALS

The Contractor shall submit to the City a detailed plan of the ACP removal/disposal program. The Contractor shall secure City approval for the program before starting the pipe removal. The plan shall contain at least the following:

- Contractor's / Sub-contractor's previous experience with ACP removal/disposal.
- Location of prior experience.
- Current licenses (if any) or training in Class II Asbestos.
- Proposed crew and level of expertise on ACP handling, removal, and disposal.
- Detailed proposed methods and procedures for the ACP removal, transportation, and disposal.
- Acknowledgement of local, County, State, and Federal regulations related to the work to be performed.
- List of documentation to be provided to the City, and other local, County, State, or Federal agencies.
- Safety, Health and Accident Prevention Plan.

PART 2 EXECUTION

2.1 PROJECT CONDITION

A. The work consists of the removal/disposal of asbestos-containing materials, which can cause a serious health risk to humans. Local, County, State, and Federal rules, regulations and laws govern the work. The Contractor agrees by accepting the contract that their company is fully knowledgeable of this information and shall bear full

responsibility for the health and safety of their workers.

B. The Contractor shall cooperate with the City during all work. This cooperation shall include allowing access to the work areas to allow for visual and air monitoring, collecting samples, providing requested data on personnel, equipment, scheduling and facilitating monitoring of the work.

C. Contractor shall submit a 10-day notification to the Florida Department of Environmental Protection / Palm Beach County Health Department prior to the start of work.

D. The ACP shall be placed in leak tight vehicles or containers (i.e., pipes wrapped in 6-mil polyethylene sheeting) with required warning and hazardous generator labels. The ACP shall be transported to a landfill that accepts asbestos waste. A waste shipment record shall be properly maintained and provided to the City.

2.2 REMOVAL

A. It is the intent of the WORK to require that all ACP materials shall be properly and safely removed, transported and disposed in accordance with all applicable asbestos regulations and local solid waste landfill requirements. This provides for proper and safe removal of the buried asbestos cement pipe, proper bagging in leak tight plastic (with total of 6 mil thickness) for the Class II non-friable asbestos containing materials, transportation and delivery to the Solid Waste Authority operated Landfill, proper ACP materials documentation and use of personal protective equipment while within the Asbestos Disposal Compound.

B. All work involved in the proper and safe removal and transportation and disposal of ACP shall be the responsibility of the Contractor.

C. The Contractor shall make written notifications as required under the asbestos regulations to the appropriate regulatory agencies and City as required in advance of any ACP materials being removed from the work site and transported for disposal.

D. The AC pipe shall be removed in an intact condition to the maximum extent feasible. Removal shall be performed using wet methods. Intact means that the ACP is not to be crumbled, pulverized, or otherwise deteriorated so that the asbestos becomes friable and may be no longer bound in the piping materials. No visible emissions of asbestos materials shall be permitted.

E. The ACP shall be kept wet before, during, and after any disturbance using an airless sprayer.

F. If the ACP needs to be cut into smaller sections, Contractor shall use a wheel-type pipe cutter such as a snap cutter, carbide-tipped blade cutter, manual field lathes, etc. to eliminate the generation of dust. Apply dropcloth of 6-mil polyethylene sheeting to the area beneath and a minimum of 3 feet beyond the section to be cut. Apply lockdown encapsulant to exposed edges of pipe. Pick up all pipe debris which may have fallen outside dropcloth.

G. Contractor is prohibited from sawing, grinding, or crushing ACP. Contractor is prohibited from using high-speed abrasive disc saws that are not equipped with point of cut ventilator or enclosures with HEPA filtered exhaust air, using compressed air to remove asbestos unless the compressed air is used in conjunction with an enclosed ventilation system designed to capture the dust cloud created by the compressed air, dry sweeping, shoveling or other dry clean-up of dust and debris containing ACP, and employee rotation as a means of reducing employee exposure to asbestos.

H. Use of compressed air to clean ACP is prohibited. At no time should ACP or pieces be mixed in with fill.

I. ACP Removal Superintendent: Designate a qualified employee as superintendent. The superintendent shall meet the requirements of a competent person/supervisor in accordance with OSHA requirements and possesses ACP removal experience.

2.3 DISPOSAL

A. The removed ACP material shall be delivered to a landfill permitted for disposal of Category II non-friable asbestos containing materials.

B. The Contractor is advised the Palm Beach County landfills do not accept friable asbestos-containing materials for disposal. Friable asbestos-containing materials are regulated as hazardous waste. A friable material is defined as material that can be crumbled, pulverized, or reduced to powder in the hand.

C. Palm Beach County landfills do accept Category II non-friable asbestos-containing materials, under specific conditions. The Contractor shall comply with the current requirements for

encapsulation and plastic wrapping to allow disposal at the landfill.

D. All asbestos material shall be wrapped in 6-mil polyethylene sheeting. Include site-specific labels as required by the local jurisdiction. Labels are to be waterproof, legible, and large enough in size to be readily visible.

E. No overnight storage of ACP waste will be allowed. The Contractor shall transport the ACP waste directly from the site to the landfill. The procedure for hauling and disposal shall comply with all local, County, State, and Federal standards. The waste manifests shall be prepared in accordance with the requirements of the Solid Waste Authority Landfill.

F. The unloading of trucks and disposal of the ACP at the landfill shall be in accordance with all applicable regulations. Provide asbestos waste shipment records to the City within three (3) days after delivery of the ACP to the landfill.

2.4 ABANDONMENT IN PLACE

A. On a special case-by-case basis, ACP removal and disposal as described under section 3.1 may be determined to be infeasible. In these cases, the Contractor may request approval from the Owner to abandon sections of the ACP in place. In these special approved cases, the following requirements shall be followed:

i. Any and all ACP approved to be abandoned in place shall not be cut or crushed.
ii. The ACP approved to be abandoned in place shall be filled with grout. The grout mix and slump shall meet the specifications and requirements of the City. Electronic full-range markers shall be placed at each end of the pipe.
iii. The locations of all ACP approved by the City to be abandoned in place shall be clearly shown on the Record Drawings.

END OF SECTION

SECTION 02221 – BUILDING DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Demolition of designated structures and removal of materials from site

B. Demolition and removal of foundations and slabs-on-grade

C. Disconnecting and capping or removal of identified utilities

D. Removal of underground tanks and piping

E. Refer to items as indicated

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01700 – Contract Closeout

C. Section 02060 – Aggregate Materials

D. Section 02230 - Site Clearing

1.3 REFERENCES

Not Used.

1.4 QUALIFICATIONS

A. Demolition Firm: Company specializing in performing the Work of this Section with minimum three (3) years documented experience.

1.5 REGULATORY REQUIREMENTS

A. Conform to City code for demolition of structures, safety of adjacent structures, dust control, runoff control, disposal, and site restoration.

B. Obtain required permits from authorities.

C. Notify affected utility companies before starting work and comply with their requirements.

D. Do not close or obstruct roadways, sidewalks, or utilities without permits.

E. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.

F. Test soils around buried tanks for contamination.

G. At least ten (10) business days prior to demolition, the Contractor or his designated subcontractor will complete a National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos notification form. Deliver the completed forms by hand or certified mail to the following agencies:

Original to:
Department of Environmental Protection
Bureau of Air Quality
2600 Blair Stone Road
Tallahassee, FL 32399
Attention: State Asbestos Coordinator

Copy to:
Department of Health
Palm Beach County Public Health Unit
800 N. Clematis Street
West Palm Beach, FL 33401
Attention: Asbestos Coordinator

Palm Beach County Risk Management
100 Australian Ave., Suite 200
West Palm Beach, FL 33406

H. Contractor must wait ten (10) days from the postmarked date of mailing to commence demolition. Any modifications of this information require notification to the above agencies by telephone, followed by a written revision to the "Notification" form.

PART 2 PRODUCTS

2.1 FILL MATERIALS

A. Fill Material: Type S1 fill, specified in Section 02060 AGGREGATE MATERIALS.

PART 3 EXECUTION

3.1 PREPARATION

A. Provide, erect, and maintain temporary barriers and security devices.

B. Protect existing landscaping materials, appurtenances, structures and site improvements that are not to be demolished.

C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.

D. Mark location of utilities.

3.2 DEMOLITION REQUIREMENTS

A. Conduct demolition to minimize interference with adjacent occupancies.

B. Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction. Do not resume operations until directed.

C. Conduct operations with minimum interference to public or private

accesses. Maintain protected egress and access at all times.

D. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon or limit access to their property.

E. Sprinkle Work with water to minimize dust. Provide hoses and water connections for this purpose.

3.3 DEMOLITION

A. Disconnect remove and cap and identify designated utilities within demolition areas.

B. Remove foundation walls and footings to a minimum of four (4) feet below finished grade beyond area of new construction.

C. Remove concrete slabs on grade.

D. Use of explosives will not be permitted.

E. Empty buried tanks located within demolition area. Remove buried tanks, components, and piping from site.

F. Remove materials to be re-installed or retained in manner to prevent damage. Store and protect in accordance with City requirements.

G. Backfill areas excavated caused as a result of demolition, in accordance with Section 02324 BACKFILL.

H. Rough grade and compact areas affected by demolition to maintain site grades and contours.

I. Remove demolished materials from site.

J. Do not burn or bury materials on site. Leave site in clean condition.

K. Remove temporary work.

3.4 SCHEDULES

A. Provide a schedule when known items are to be turned over to the Owner, salvaged and reused in construction later, or is destined for other use. List known items considered relics or antiques, for retention by Owner.

END OF SECTION

SECTION 02230 – SITE CLEARING

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02230) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 110 - Clearing and Grubbing

In the event that this technical specification (02230) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Clearing

B. Removal

C. Topsoil Excavation

1.2 RELATED SECTIONS

A. Section 02221 - Building Demolition

B. Section 02300 - Earthwork

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Site Clearing: By the acre. Includes clearing site, loading and removing waste materials from site, applying herbicide to designated plant life.

1.5 SUBMITTALS

Not Used.

1.6 REGULATORY REQUIREMENTS

A. Conform to city code for environmental requirements, disposal of debris, and grading of site.

B. Coordinate clearing Work with Utility Department and other utility companies.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PREPARATION

A. Verify that existing plant life designated to remain is tagged or identified.

B. Identify a waste area for placing removed materials.

3.2 PROTECTION

A. Locate, identify, and protect utilities that remain, from damage.

B. Protect trees, plant growth, and features designated to remain, as final landscaping.

C. Protect benchmarks, survey control points, and existing structures from damage or displacement.

3.3 CLEARING

A. Clear areas required for access to site and execution of Work.

B. Remove trees and shrubs within marked areas. Remove stumps, main root ball, system to a depth of twenty-four (24) inches, surface rock, and other features not included in the final site plan designated "to remain".

C. Clear undergrowth and dead wood, without disturbing subsoil.

D. Apply herbicide to remaining stumps to inhibit growth.

3.4 REMOVAL

A. Remove debris, rock, and extracted plant life from site.

B. Remove paving, curbs, and concrete slabs not designated "to remain".

3.5 TOPSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.

D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION

SECTION 02270 – SEDIMENTATION AND EROSION CONTROL

PART 1 GENERAL

1.1 DESCRIPTION

A. Furnish all labor, materials, equipment and incidentals required and perform all installation, maintenance, removal and area cleanup related to erosion and sedimentation control work as shown on the Drawings and as specified herein. The work shall include, but not necessarily be limited to; installation of temporary access ways and staging areas, silt fences, stone filter boxes, stone filter berms, sediment removal and disposal, device maintenance, removal of temporary devices, temporary mulching, excelsior matting installation and final cleanup. CONTRACTOR is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

1.2 RELATED WORK

A. Section SC01110 – Environmental Protection Procedures

B. Section SC01568 – Temporary Erosion and Sedimentation Control

C. Section SC01340 - Shop Drawings, Work Drawings, and Samples

D. Section 02300 - Earthwork

E. Section 02924 - Seed, Mulch and Fertilizer

F. Section 02925 - Sodding

1.3 SUBMITTALS

A. Submit, in accordance with Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES, within 10 days after award of Contract, technical product literature for all commercial products, including straw mulch tackifier, to be used for erosion and sedimentation control.

1.4 QUALITY ASSURANCE

A. Be responsible for the timely installation and maintenance of all sedimentation control devices necessary to prevent the movement of sediment from the construction site to off site areas or into the stream system via surface runoff or underground drainage systems. Measures in addition to those shown on the Drawings necessary to prevent the movement of sediment off site shall be installed, maintained, removed, and cleaned up at the expense of the CONTRACTOR. No additional charges to the OWNER will be considered.

B. Sedimentation and erosion control measures shall conform to the requirements outlined in the drawings and in The Florida Development Manual.

1.5 UNIT PRICE - MEASUREMENT AND PAYMENT

A. The Lump Sum item for NPDES Compliance shall include all Sediment and Erosion Control efforts included in this section with measurement and payment in accordance with Section SC01025 - MEASUREMENT AND PAYMENT.

PART 2 PRODUCTS

2.1 MATERIALS

A. Crushed stone for sediment filtration devices, access ways and staging areas shall conform to FDOT "Standards and Specifications for Highway and Bridges".

B. Berm structural stone shall be rip-rap as follows:

1. Rip-rap shall be sound, durable rock which is roughly rectangular shape and of suitable quality to insure permanence in the condition in which it is to be used. Rounded stones, boulders, sandstone or similar soft stone will not be acceptable. Material shall be free from overburden, spoil, shale and organic material, meet the ENGINEER's approval and be well graded within the following limits:

Weight of Stone	Percent Finer by Weight
40 lb	100
12 lb	50
3 lb	0

C. Sediment Fence

1. Sediment fence shall be a prefabricated commercial product made of a woven, polypropylene, ultraviolet resistant material such as “Envirofence” by Mirafi Inc., Charlotte, NC or equal.

D. 1/4-in woven wire mesh for filter boxes shall be galvanized steel or hardware cloth.

E. Straw mulch shall be utilized on all newly graded areas to protect areas against washouts and erosion. Straw mulch shall be comprised of threshed straw of oats, wheat, barley, or rye that is free from noxious weeds, mold or other objectionable material. The straw mulch shall contain at least 50 percent by weight of material to be 10-in or longer. Straw shall be in an air-dry condition and suitable for placement with blower equipment.

F. Latex acrylic copolymer, or organic tackifier shall be a commercial product specifically

manufactured for use as straw mulch tackifier.

G. An asphalt tackifier shall only be used when temperatures are too low to allow the use of a latex acrylic copolymer and only with prior

H. Erosion control blanket shall be installed in all seeded drainage swales and ditches as shown on the Drawings or as directed by the ENGINEER. Erosion control blanket shall be 100 percent agricultural straw matrix stitch bonded with degradable thread between two photodegradable polypropylene nettings, such as Model S150 Double Net Short-Term Blanket (10 months) by North American Green, Evansville, IN or equal.

PART 3 EXECUTION

3.1 INSTALLATION

A. Sediment Fence Installation

1. Sediment fences shall be positioned as indicated on the Drawings and as necessary to prevent off site movement of sediment produced by construction activities as directed by the Project Manager and Engineer.

2. Dig trench approximately 6-in wide and 6-in deep along proposed fence lines.

3. Drive stakes, 8-ft on center (maximum) at back edge of trenches. Stakes shall be driven 2-ft (minimum) into ground.

4. Hang filter fabric on posts carrying to bottom of trench with about 4-in of fabric laid across bottom of trench. Stretch fabric fairly taut along fence length and maintain secure both ways.

5. Backfill trench with excavated material and tamp.

6. Install pre-fabricated silt fence according to manufacturer's instructions.

B. Construct filter boxes as detailed on the Drawings, from 1/4-in woven wire mesh or hardware cloth and wood. Fill with crushed stone and place over all drop inlets and manholes to storm drain system as each inlet is completed. This should be done prior to setting casting, if there is a delay between installation of inlet structures or drain manholes and setting of castings. An alternate method is to ring each inlet with a sediment fence.

C. Stone Filter Berm Installation

1. Place berm structural stone across channel just below lower sandbag wall at work area. Face upstream side of structural berm with crushed stone.

D. Staging areas and access ways shall be surfaced with a minimum depth of 4-in of crushed stone.

3.2 MAINTENANCE AND INSPECTIONS

A. Inspections

1. The CONTRACTOR shall make a visual inspection of all erosion and sedimentation control devices once per week and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment to offsite areas, promptly install additional devices as needed. Sediment controls in need of maintenance shall be repaired promptly.

B. Device Maintenance

1. Sediment Fences

a. Remove accumulated sediment once it builds up to 1/2 of the height of the fabric.

b. Replace damaged fabric, or patch with a 2-ft minimum overlap.

c. Make other repairs as necessary to ensure that the fence is filtering all runoff directed to the fence.

2. Filter Boxes

a. Replace crushed stone when it becomes saturated with silt.

3. Stone Filter Berm

a. Muck out trapped silt from dewatering operations when it has built up to within 6-in of the top of the berm.

b. Replace crushed stone filter when saturated with silt.

4. Add crushed stone to access ways and staging area as necessary to maintain a firm surface free of ruts and mudholes.

3.3 TEMPORARY MULCHING

A. Apply temporary mulch to areas where rough grading has been completed but final grading is not anticipated to begin within 30 days of the completion of rough grading.

B. Straw mulch shall be applied at rate of 100 lbs/1000 sq ft and tackified with latex acrylic copolymer at a rate and diluted in a ratio per manufacturer's instructions.

3.4 EROSION CONTROL BLANKETS

A. Erosion control blankets shall be installed in all seeded drainage swales and ditches as shown on the Drawings and as directed by the Project Manager and Engineer in

accordance with manufacturer's instructions. The area to be covered shall be properly prepared, fertilized and seeded with permanent vegetation before the blanket is applied. When the blanket is unrolled, the netting shall be on top and the fibers in contact with the soil over the entire area. The blankets shall be applied in the direction of water flow and stapled. Blankets shall be placed a minimum of three rows (of 4-ft) wide (total approx. 12-ft width) within the drainage swale/ditch and stapled together in accordance with manufacturer's instructions. Side overlaps shall be 4-in minimum. The staples shall be made of wire, .091-in in diameter or greater, "U" shaped with legs 10-in in length and a 1-1/2-in crown. Commercial biodegradable stakes may also be used with prior approval by the Project Manager and Engineer. The staples shall be driven vertically into the ground, spaced approximately two linear feet apart, on each side, and one row in the center alternately spaced between each size. Upper and lower ends of the matting shall be buried to a depth of 4-in in a trench. Erosion stops shall be created every 25-ft by making a fold in the fabric and carrying the fold into a silt trench across the full width of the blanket. The bottom of the fold shall be 4-in below the ground surface. Staple on both sides of fold. Where the matting must be cut or more than one roll length is required in the swale, turn down upper end of downstream roll into a slit trench to a depth of 4-in. Overlap lower end of upstream roll 4-in past edge of downstream roll and staple.

1. To ensure full contact with soil surface, roll matting with a roller weighing 100 lbs/ft of width perpendicular to flow direction after seeding, placing matting and stapling. Thoroughly inspect channel after completion. Correct any areas where matting does not present a smooth surface in full contact with the soil below.

3.5 REMOVAL AND FINAL CLEANUP

A. Once the site has been fully stabilized against erosion, remove sediment control devices and all accumulated silt. Dispose of silt and waste materials in proper manner. Re-grade all areas disturbed during this process and stabilize against erosion with surfacing materials as indicated on the Drawings.

3.6 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida or the Federal Government, Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

SECTION 02300 – EARTHWORK

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02300) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 110 - Clearing and Grubbing
- Section 120 - Excavation and Embankment

In the event that this technical specification (02300) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Soil Materials

B. Execution

C. Examination

D. Preparation

E. Project Conditions

F. Excavation

G. Placement and Compaction

H. Frequency of Tests

I. Finish / Final Grading

J. Protection of Finished Work

K. Layout and As-Built Survey

1.2 RELATED SECTIONS

A. Section SC01010 – Summary of Project

B. Section SC01025 - Measurement and Payment

C. Section SC01400 - Quality Requirements

D. Section SC01700 – Contract Closeout

1.3 REFERENCES

A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop.

B. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.

C. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).

D. ASTM D2922 - Standard Test Method for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).

E. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 - MEASUREMENT AND PAYMENT

Material that is excavated for the purpose of installing water mains and service connections, force mains, sanitary sewers and laterals or storm drainage piping and their associated public manholes and structures and then reused as bedding and/or backfill material are not subject to this UNIT PRICE - MEASUREMENT AND PAYMENT provision. This backfill material shall be considered as incidental to the item installation.

1.5 SUBMITTALS

A. As specified in Part 2 below.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

A. All fill material shall be approved by the Project Manager and Engineer. Contractor shall notify the Project Manager and Engineer 1 week in advance of providing imported material, shall provide a 1 cubic yard sample and the results of a signed and sealed proctor test for the material.

B. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, and SP.

C. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.

D. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall not be used. Stone size shall be No. 57.

E. Fine Aggregate shall conform to FDOT Specification 902.

F. Subbase, Backfill, and Fill Materials: Satisfactory soil materials free of clay, debris, waste, vegetation, rock or gravel larger than

2 inches in any dimension, and other deleterious matter.

2.2 ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, woven per FDOT specification Section 514.

PART 3 EXECUTION

3.1 FIELD QA/QC

A. Verify that survey benchmark and intended elevations for the Work are as indicated.

3.2 PREPARATION

A. Identify required lines, levels, contours, and datum.

B. Locate, identify (stake and flag), and protect utilities that remain, from damage.

C. Notify utility owner to remove and/or relocate utilities if required and not part of the project.

D. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.3 PROJECT CONDITIONS

A. Site Information: Subsurface soil investigation report (if performed) will be made available for review. Data on indicated subsurface conditions is not intended as representative or a warranty of accuracy or continuity between soil borings. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn there from by Contractor. Data is made available only for convenience of Contractor.

Additional test borings and other exploratory operations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.

B. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult with Project Manager and utility owner (ex. Bell South, FPL, FPUC, Comcast) or Sunshine State One Call immediately for directions.

Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.

Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Do not interrupt existing utility services except when permitted in writing by Project Manager and then only after acceptable temporary utility services have been provided.

C. Use of Explosives: Use of explosives is not permitted.

D. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

Operate warning lights as recommended by authorities having jurisdiction.

Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

Perform excavation by hand within drip line of large trees to remain. Protect root systems from damage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.

3.4 EXCAVATION

A. Excavation is unclassified and includes excavation to subgrade elevation indicated, regardless of character of materials and obstructions encountered.

3.5 PLACEMENT AND COMPACTION

A. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with AASHTO T-180 specifications or ASTM D1557:

Structures, (10' outside building lines) Building Slabs and Steps: Compact top 24 inches of subgrade and each layer of backfill or fill material to 98% of the modified proctor maximum dry density.

Pavements: Compact top 12" of subgrade and each layer of backfill or fill material to 98% of the modified proctor maximum dry density.

Lawn or Unpaved Areas: Compact top 6 inches of subgrade and each layer of backfill or fill material to 95% of the modified proctor maximum dry density.

Walkways: Compact top 6 inches of subgrade and each layer of

backfill or fill material to 95% of the modified proctor maximum dry density.

3.6 FREQUENCY OF TESTS

A. Berms: Every 200 feet per lift.

B. Swales: For areas that have been built-up and a swale cut-in every 200 feet; otherwise, density testing of swales cut-in to existing ground does not require density testing.

C. Proof roll compacted fill surfaces under slabs-on-grade, pavers, paving, and other appurtenances as required.

D. The Contractor is to "map" all density test results on the Record Drawings on each day when field tests are performed. Contractor's testing laboratory shall leave a copy of the day's density testing results on site.

E. Contractor is to instruct their Testing Lab to copy the Project Manager on all Test Reports.

3.7 FINAL AND FINISH GRADING

A. Final grading shall be performed and the grades shaped to match existing. Except as otherwise indicated or specified, finish grades shall be flush with the edges of existing paving, etc. Excess materials not utilized for final and finish grading shall be removed from the site and disposed of off site at suitable and appropriate disposal areas.

B. Upon project completion all areas of the site limits and adjacent areas affected by the project shall be completely cleaned of all debris.

3.8 PROTECTION OF FINISHED WORK

A. Reshape and re-compact fills subjected to vehicular traffic.

B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.

C. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.9 LAYOUT AND "AS BUILT" SURVEY

A. Tolerances:

1. Top surface of backfill for site clearing and general earthwork shall be plus or minus 0.10 foot from required elevations.

2. Top surface of berms or other stormwater containment earthworks shall be plus 0.10, minus 0.00 foot of the required elevations.

B. Layout for all construction improvements, paved and surface areas and other appurtenances to be constructed shall be performed by Contractor in strict accordance with drawings and work performed shall ensure true lines, angles, and elevations. All angles, lines, grades, and elevations shall be thoroughly checked by Contractor.

C. Upon completion of placement of construction improvement, paved and surfaced areas, the Contractor shall provide Owner and Engineer with a complete and accurate "As-Built" Survey. A surveyor registered in State of Florida shall perform "As-Built" Survey. "As-Built" Survey shall indicate exact horizontal and vertical location (relative to property lines and N.G.V.D.) of buildings, concrete and asphalt surfaces and all drainage features including lakes, detention areas, berms, embankments, and swales. All of the spot elevations shown on the paving and drainage plans shall be measured and the individual "As-Built" grades shall be included on the "As-Built" Survey.

D. Additionally, where grading between any two elevations on the plan has not been constructed at a uniform slope, then sufficient "As-Built" information shall be included to provide a true representation of the constructed grading conditions. In addition to the information outlined above, the "As-Built" Survey shall include cross section elevations at 50-foot stations of all swales, lakes, roadways and drainage retention area (including banks, berms, bottom and transitions) constructed or improved. All elevations shown on the "As-Built" Survey shall be accurate to the nearest hundredth of a foot.

END OF SECTION

SECTION 02320 – TRENCHING AND EXCAVATION

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02320) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 120 - Excavating and Embankment
- Section 125 - Excavation for Structures and Pipe
- Section 160 - Stabilizing
- Section 514 - Plastic Filter Fabric (Geotextile)

In the event that this technical specification (02320) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Definitions

B. Field Measurements

C. Fill Materials

D. Preparation

E. Dewatering and Drainage

F. Excavation

G. OSHA Safety Compliance

H. Field Quality Control

I. Pavement Removal and Replacement

1.2 RELATED SECTIONS

A. Section SC01010 – Summary of Project

B. Section SC01025 - Measurement and Payment

C. Section SC01400 - Quality Requirements

D. Section 02300 – Earthwork

E. Section 02322 – Dewatering and Drainage

F. Section 02324 - Backfill

G. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop

B. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

C. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method

D. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort [6,000 ft-lbf/ft3 (2,700 kN-m/m3)]

E. ASTM D2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications

F. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

G. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Unit pricing will only be considered for special trenching requirements not associated with utility installations. If required and as approved by Project Manager, a Change Order will be issued to authorize payment to the Contractor for special trenching.

1.5 SUBMITTALS

Not used.

1.6 DEFINITIONS

A. Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal or reuse of materials removed.

B. Additional Excavation: If the Engineer believes that the existing soil at subgrade will not support the planned construction, the Engineer may order additional excavation and replacement of the unsuitable material with select material.

C. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.

Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations

to proper position, when acceptable to Engineer.

In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.

D. Subgrade: The undisturbed earth or the compacted soil layer immediately below granular subbase, drainage fill, or topsoil materials.

E. Structure: Buildings, foundations, slabs, tanks, curbs, or other man-made stationary features occurring above or below ground surface.

F. Utility: Any buried pipe, duct, conduit, cable or structure.

1.7 FIELD MEASUREMENTS

A. Verify that survey benchmark, control points, and intended elevations for the Work are as shown on drawings.

PART 2 PRODUCTS

2.1 FILL MATERIALS

A. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall not be used. Stone size shall be No. 57.

B. Fine Aggregate Type FDOT Specification for Road and Bridge Construction Section 902

C. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System) shall be used in the identification, classification and acceptance of fill materials.

2.2 Concrete: Lean concrete Class 1 conforming to Section 03300 CAST-IN-PLACE CONCRETE with a compressive strength of 2,500 psi, unless otherwise noted on the construction plans.

2.3 ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, woven per FDOT specification Section 514.

PART 3 EXECUTION

3.1 PROJECT CONDITIONS

A. Site Information: Subsurface soils investigation report (if performed) has been included in the project bid package for information only. Data on indicated subsurface conditions is not intended as representative or a warranty of accuracy or continuity between soil borings. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn by Contractor from the soils investigation report. Data is made available only for convenience of Contractor.

Additional test borings and other exploratory operations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.

B. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult with Project Manager and utility owner (ex. Bell South, FPL, FPUC, Comcast) or Sunshine State One Call immediately for directions.

Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project Record Drawings with vertical and horizontal coordinates.

Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Do not interrupt existing utility services except when permitted in writing by Project Manager and then only after acceptable temporary utility services have been provided.

C. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

D. Use of explosives is not permitted.

3.2 PREPARATION

A. Identify required lines, levels, contours, and datum locations.

B. Protect plant life, lawns, rock outcropping and other features remaining as a portion of final landscaping.

C. Protect benchmarks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

D. Maintain and protect above and below grade utilities that are to remain.

E. Cut out soft areas of subgrade not capable of compaction in place. Backfill with approved materials as specified in Part 2 above.

F. Dewatering, when and where required due to the groundwater elevation relative to the

bottom of the excavation or subgrade (in the case of roadway construction) shall be performed in accordance with Section 02322 DEWATERING AND DRAINAGE.

3.3 EXCAVATION

A. Prior to commencement of trenching and/or excavation, the Contractor shall physically locate all underground utilities as shown on the project construction drawings or as marked by Sunshine One Call or the underground utility Owners. This information shall be provided to the Project Manager prior to trenching and excavation.

B. Perform all excavation to depths indicated or as specified. During excavation, pile material suitable for backfilling in an orderly manner a sufficient distance from banks of trench to avoid overloading and to prevent slides or cave-ins. Unsuitable backfill material shall be identified and segregated from suitable backfill material and shall be removed from the project site by the Contractor at no expense to the Owner.

C. The bottom of the excavations shall be firm and dry and in all respects acceptable to the Project Manager and Engineer.

D. Excavation and dewatering shall be accomplished by methods which preserve the undisturbed state of subgrade soils. The trench may be excavated by machinery to, or just below the designated subgrade, provided that material remaining in the bottom of the trench is no more than slightly disturbed. Subgrade soils which become soft, loose, "quick", or otherwise unsatisfactory as a result of inadequate excavation, dewatering or other construction methods shall be removed and replaced by screened gravel fill as required by the Project Manager and Engineer at the Contractor's expense.

E. The length of open trench shall be related closely to the rate of pipe lay. Accurately grade bottom of excavations to provide uniform bearing and support for the item being installed on undisturbed soil at every point along its entire load bearing sections, except for portions of pipe sections where it is necessary to excavate for bell holes and for proper sealing of pipe joints.

F. Where pipe is to be laid directly on the trench bottom, final excavation at the bottom of the trench shall be performed manually, providing a flat bottom true to grade upon undisturbed or slightly disturbed material.

G. Grade area to prevent surface water from flowing into trenches or other excavations, and remove any water accumulating therein by pumping or by other approved methods.

H. Correct areas over excavated in accordance with Section 02300 EARTHWORK or Section 02324 BACKFILL.

I. Where encountered in trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4 inches. All undercut excavations shall be backfilled and tamped with materials as specified in accordance with Section 02300 EARTHWORK or Section 02324 BACKFILL.

J. Dig bell holes and depressions for joints after trench bottom has been graded and only of such length, depth, and width as required for properly making particular type of joint, so that pipe rests on prepared bottom for as nearly to its full length as practicable.

K. Were wet or unstable soil that is incapable of properly supporting pipe, as determined by Project Manager and Engineer, is encountered in the bottom of trench, the trench bottom shall be excavated to a depth of at least two feet below the specified trench bottom. Place filter fabric in the bottom of the trench and support the filter fabric along the trench walls until the trench stabilization has been placed to the proper grade. The ends of the filter fabric shall be overlapped prior to placing the pipe.

L. For Public Water Distribution Systems, Force Mains, Sanitary Sewers and Storm Drainage: Provide width of trench, at and below top of the pipe, with a clear space between barrel of pipe and trench wall as required by the pipe manufacturer recommendations. As a minimum, the distance between the pipe barrel and the trench wall shall not be less than 24-inches on both sides. This spacing does not apply to exfiltration trenches and the exfiltration trench width shall be as shown on the project construction drawings. The pipe shall rest firmly on undisturbed soil or pipe bedding material for as nearly to the full length of barrel as proper jointing operations will permit.

M. Electrical Ducts or Cables: Provide trenches for cables or duct of a depth that will provide not less than 2 feet of cover below finished grade. Cut trenches for cables to an over depth of not less than 3 inches. Use select backfill material for not less than 3 inches bedding and 3 inches backfill over cable.

N. Excavation for Appurtenances: Make sufficient excavation for manholes and similar structures to leave at least 18-inches of clearance between their outer surfaces and embankment or timber which may be used to hold and protect banks. Consider any over depth excavation below such appurtenances that has not been directed by Project Manager or Engineer as unauthorized and fill with sand, gravel, or concrete as directed by the Project Manager or Engineer and at expense of Contractor.

O. Do not interfere with 45° bearing splay of foundations.

P. Excavations shall not be left open overnight.

3.4 DISPOSAL OF MATERIALS

A. Excavated material shall be stacked without excessive surcharge on the trench bank or obstructing free access to hydrants and gate valves. Inconvenience to traffic and adjacent property owners/users shall be avoided as much as possible. Excavated material shall be segregated for use in backfilling as specified below.

B. It is expressly understood that no excavated material shall be removed from the site of the work or disposed of, except as directed by the Project Manager and Engineer. When removal of surplus materials has been approved by the Project Manager and Engineer, dispose of such surplus material in approved designated areas.

C. Should conditions make it impracticable or unsafe to stack material adjacent to the trench, the material shall be hauled and stored at a location provided. When required, it shall be re-handled and used in backfilling the trench.

3.5 OSHA SAFETY COMPLIANCE

A. Description: The use of trench box or other approved means to comply with the Florida Trench Safety Act (Chapter 90-96, Laws of Florida), and OSHA Trench Safety Standards, shall be used where excavation exceeds 5 feet in depth. CS/HB 3183 called for the OSHA revised excavation safety standards (29 C.F.R. S 1926.650, Subpart P) to be the safety standards for work under this section.

B. Requirements: The Contract bid submitted by the Contractor who will perform such excavation shall include:

1. A reference to the trench safety standards that will be in effect during the period of construction.

2. Written assurance that such Contractor will comply with the applicable trench safety standards.

3. A unit price quotation on the appropriate line item identifying the cost of compliance (as established in the Summary of Bid Items).

4. Slope slides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

C. Execution by Contractor

1. The Contractor performing trench excavation shall, as a minimum, comply with the excavation safety standards, which are applicable to this project.

2. Adhere to any special shoring requirements, if any, of the State or other political subdivisions, which may be applicable to such a project.

3. The Contractor shall consider all geotechnical information, including his own site investigation, in his design of the trench safety system he will employ on the project. The Contractor shall submit his design to the Project Manager at the Pre-Construction Conference.

4. Trenches and excavations shall not be left open overnight without the written authorization of the Project Manager. All trenches and excavations within 6-feet of the edge of roadway shall be backfilled and properly compacted or trench-plated by the Contractor. In either case, the Contractor shall place type II lighted barricades and snow fence around the trench/excavation at the end of each working day.

5. Trenches or excavations that reduce the roadway or travel lane width shall be backfilled with suitable sub-grade material and road rock. If the temporary reinstatement is to be in place longer than 48 hours, the roadway shall backfilled and trench-plated by the Contractor. In either case, the Contractor shall place type II lighted barricades adjacent to the roadway impact area(s).

3.6 SHEETING AND BRACING

A. The Contractor shall provide all trench and structural bracing, sheeting, or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed during backfilling operations. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

B. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and backfill.

C. When installing pipe, trench boxes, moveable sheeting, shoring or plates that extend below the mid diameter of the pipe shall be raised to the mid diameter of the pipe before they are moved forward or removed from the excavation. As trench boxes,

moveable sheeting, shoring or plates are raised and moved, suitable backfill material shall be placed to fill any voids created and the backfill shall be re-compacted and density tested to provide and confirm uniform side support for the pipe. Refer to Section 02324 BACKFILL for additional information and requirements.

D. The cost for use of trench boxes and/or steel sheeting will be included in the bid items for pipe and structures and shall include full compensation for driving, bracing and later removal of sheeting.

E. All sheeting and bracing shall be carefully removed in such manner as not to endanger the construction of other structures, utilities, or property, whether public or private. All voids left after withdrawal of sheeting and/or bracing shall be immediately refilled with suitable backfill materials by ramming with tools especially adapted to that purpose. Compaction and density verification testing is required.

3.7 PROTECTION OR REMOVAL OF UTILITY LINES

A. Prior to construction the Contractor shall locate for physical location, elevation and dimensions and adequately uncover existing utilities, (within the path of his proposed work), to determine possible conflicts. By starting underground constructions, the Contractor has agreed that they are fully responsible for any and all damages and/or delays that may arise from not having adequately locating the underground utilities. This applies to underground utilities that are shown on the project construction drawings and those that have been physically marked in the field by the various locating organizations or agencies.

B. Information provided on the plans may be used as an approximate guide to assist the Contractor, however, the Contractor shall rely on actual field investigation to assure that all of the existing utilities are accurately located prior to commencement of his work.

C. Existing structures reflect the best available information, but it shall be the Contractor's responsibility to acquaint him with all information and to avoid conflict with existing conditions. Protect all existing utility lines that are to be retained, or utility line constructed during excavation operations, from damage during excavation and backfilling; if damaged, repair at Contractor's expense.

D. Existing Utility Lines to be Retained: Repair damaged lines that are not shown on drawings, or locations of which are not known to Contractor in sufficient time to avoid further damage.

E. Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.

F. Prior to commencement of any excavation, the Contractor shall comply with Florida Statute 553.851 for the protection of underground gas lines and underground telecommunication lines.

3.8 BACKFILL

A. Refer to Section 02324 BACKFILL for backfill, compaction and density testing requirements.

3.9 FIELD QUALITY CONTROL

A. Section SC01400 QUALITY REQUIREMENTS.

B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180.

C. If tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest. Refer to Section SC01025 MEASUREMENT AND PAYMENT.

D. Frequency of Density Tests: Refer to Section 02324 BACKFILL.

3.10 PROTECTION OF FINISHED WORK

A. Maintain the elevations and contours of berms, ponds and embankments during construction.

B. Reshape and re-compact fills subjected to vehicular traffic during construction.

3.11 PAVEMENT, REMOVAL, AND REPLACEMENT

A. Removal: Where it is necessary to cut existing pavement, curbs, gutters, make saw cut with neat, parallel straight lines, at least 2 feet wider than trench width on each side of trench; approved dust control measures shall be implemented by the Contractor when cutting roadways and curbs.

B. Replacement: Replace pavement, curbs and gutters, and sidewalks to same cross section as original, except when otherwise detailed on the project construction drawings, using materials same as original construction. Replace no pavement until trench has been backfilled, compacted and accepted as specified herein.

C. Temporary Surfaces: For temporary road surface, use temporary asphalt (preferred) or crushed stone (to be watered at least 3 times a day including weekends), as approved. One-way traffic must be maintained at all times and street must be fully opened to traffic as quickly as possible. The temporary surface or permanent pavement shall be placed no later than 2 days after the trench backfilling. Completely remove temporary

materials and dispose when permanent pavement is replaced.

* SPECIAL NOTE:

The Owner retains the option to utilize up to 20% of the excess material from excavation and trenching operations. If the Owner exercises this option, Contractor shall stockpile the excess material and deliver to the Owner's facility as directed by the Project Manager.

END OF SECTION

SECTION 02322 – DEWATERING AND DRAINAGE

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02322) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 120 - Excavating and Embankment
- Section 125 - Excavation for Structures and Pipe
- Section 160 - Stabilizing
- Section 514 - Plastic Filter Fabric (Geotextile)

In the event that this technical specification (02322) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

PART 1 GENERAL

1.1 STATUTORY REQUIREMENTS

A. Contractor is responsible to obtain and pay for all permits required for temporary dewatering and drainage systems as required by the appropriate authorities having jurisdiction over the work.

B. Original permits shall be prominently displayed on the site prior to constructing dewatering and drainage systems.

1.2 SCOPE OF WORK

A. Furnish, install, operate, monitor, maintain and remove temporary dewatering and drainage systems as required and lower and maintain groundwater levels a minimum of 2 feet below sub-grades of excavations. Continuously maintain excavations free of water, regardless of source, and until backfilled to final grade. Prevent surface water runoff from entering or accumulating in excavations.

B. Furnish the services of a licensed professional engineer registered in the State of Florida, to prepare dewatering and drainage system designs and submittals.

C. Collect and properly dispose of all discharge water from dewatering and drainage systems in accordance with State and local requirements and permits. As a minimum, no discharge or run-off of groundwater or surface water that is contaminated with any petroleum products (gasoline, diesel fuel, oil, grease, hydraulic fluid, etc.) and/or sanitary waste shall be made to surface water systems such as lakes, rivers, streams, the Intracoastal Waterway or “on-site” retention ponds that secondarily discharge to these surface water systems.

D. Repair damage caused by dewatering and drainage system operations.

E. Remove temporary dewatering and drainage systems when no longer needed. Restore all disturbed areas.

F. Furnish, install, monitor, maintain and remove groundwater observation wells (piezometers) as specified herein.

1.3 RELATED SECTIONS

A. The pre-design Geotechnical report is being provided for “reference only” and to provide the Contractor with the bore hole locations and general findings of subsurface materials. Refer to Section 02320 TRENCHING AND EXCAVATION for additional clarification.

B. Section SC01010 – Summary of Project

C. Section SC01110 – Environmental Protection Procedures

D. Section SC01025 - Measurement and Payment

E. Section SC01400 - Quality Requirements

F. Section 02300 – Earthwork

G. Section 02320 – Trenching and Excavation

H. Section 02324 – Backfill

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. There is no unit pricing for this work and all on-site dewatering and drainage shall be considered to be incidental to the cost of the associated pay item(s).

B. If identified in the Schedule of Bid Items, the cost of securing a General Water Use Permit from the South Florida Water Management District shall be reimbursed as an Allowance in accordance with Section SC01025 MEASUREMENT AND PAYMENT.

1.5 SUBMITTALS

A. Submit, in accordance with Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES the temporary dewatering and drainage system plan and design. At the discretion of the Owner, dewatering and drainage system designs shall be prepared by a licensed professional engineer, registered in the State of Florida, having a minimum of 5 years of professional experience in the design and construction of dewatering and drainage systems. The submittal will be for authorization to make formal permit application to the South Florida Water Management District for the General Water Use Permit. The Contractor shall be

responsible for adequacy and safety of construction means, methods and techniques.

1.6 DEFINITIONS

A. A. Wellpoint: A dewatering system utilizing wellpoints to extract surrounding groundwater in the area of trenching/excavating in order to maintain the operation in a dry condition for preparation of the trench bottom, for pipe laying, placement of bedding material and/or backfill, compaction and density testing.

B. A dry excavation / trench: Shall be defined as the in situ soil moisture content is no more than two percentage points above the optimum moisture content for that general soil.

PART 2 PRODUCTS

2.1 Pump Drivers

A. Noise levels emitted by diesel and/or gasoline pump drivers shall be controlled by the use of a “quiet-pack” muffler system or other suitable sound attenuation methods and shall not exceed 60 dB for daytime use and 55 dB for night time use at the nearest “receiving” property line. Contractor shall demonstrate, measure and record the dB levels at the time of initial set-up. The Contractor shall record dB levels weekly. The City’s Code Compliance Division of the Boynton Beach Police Department shall have jurisdictional control over the Contractor’s compliance with the City’s Noise Ordinance.

PART 3 EXECUTION

3.1 GENERAL

A. Protection of Property - Contractor shall make an assessment for dewatering induced settlement and shall provide devices or systems, including but not limited to re-injection wells, infiltration trenches and cutoff walls, necessary to prevent damage to existing facilities, completed Work and adjacent facilities.

B. Control surface water and groundwater such that excavation to final grade is made in the dry, and bearing soils are maintained undisturbed. Prevent softening, or instability of, or disturbance to, the sub-grade due to water seepage.

C. Provide protection against flotation for all work.

D. The impact of anticipated subsurface soil/water conditions shall be considered when selecting methods of excavation and temporary dewatering and drainage systems. Through the use of groundwater observation wells (piezometers), where groundwater levels are found not to be at least 2 feet below the proposed bottoms of excavations, a pumped dewatering system is required for pre-drainage of the soils prior to excavation and for maintenance of the lowered groundwater level until construction has been completed to such an extent that the foundation, structure, pipe, conduit, or fill will not be floated or otherwise damaged. Type of dewatering system, spacing of dewatering units and other details of the work are expected to vary with soil/water conditions at a particular location.

E. Wellpoints shall not be set in such a way that undermines or jeopardizes paved areas; if the setting of wellpoints undermines or impacts paved areas, the impacted areas shall be removed and restored equal to or better than their original condition at the expense of the Contractor.

F. Pipe and conduit shall not be installed in water or allowed to be submerged prior to backfilling. Pipe and conduit which becomes submerged shall be removed and the excavation dewatered and restored to proper conditions prior to reinstalling the pipe and conduit

3.2 SURFACE WATER CONTROL

A. Control surface water runoff to prevent flow into excavations. Provide temporary measures such as dikes, ditches and sumps.

3.3 GROUNDWATER OBSERVATION WELLS (PIEZOMETERS)

A. Groundwater observation wells (piezometers) shall be installed for monitoring groundwater levels before and during construction / installation of pipelines, foundations and structures that are below or just above the existing groundwater table. A minimum of one well for every 100 feet of pipeline and two wells at each foundation or structure in locations accepted by the Engineer. Observation wells shall be designed and installed in such a manner as to provide an accurate and reliable indcation of the groundwater levels adjacent to the pipelines, foundations and structures.

B. Each observation well shall be installed in a 2½ inch diameter bore hole extending at least 4-ft below the invert of the pipeline, foundation or structure. Backfill the annular space surrounding the intake and casing with filter sand especially processed for this purpose. Cap the top of the well to prevent infiltration of surface water.

C. Maintain observation wells until pipelines, foundations and structures are backfilled. Observe and record daily the groundwater elevation in each well. Furnish measurements daily to the Project Manager. Periodically verify observation well accuracy by adding water to the well and recording the

drop in level from the time the water was added. Redevelop plugged observation wells to maintain accuracy and reliability of groundwater level indication.

D. Excavation work shall not be performed until the readings obtained from the observation wells indicate that the groundwater has been lowered at least 2 feet below the bottom of the sub-grade within the limits of excavation.

3.4 DISPOSAL OF DRAINAGE WATER

A. All water discharged from temporary dewatering and drainage systems shall be disposed of in accordance with the sedimentation and control plans as specified in Section SC01110 ENVIRONMENTAL PROTECTION PROCEDURES. Existing or new sanitary sewer systems shall not be used to dispose of drainage without written authorization from the Project Manager.

B. Collect and properly dispose of all discharge water from dewatering and drainage systems in accordance with State and local requirements and permits. As a minimum, no discharge or run-off of groundwater or surface water that is contaminated with any petroleum products (gasoline, diesel fuel, oil, grease, hydraulic fluid, etc.) and/or sanitary waste shall be made to surface water systems such as lakes, rivers, streams, the Intracoastal Waterway or “on-site” retention ponds that secondarily discharge to these surface water systems.

3.5 DEWATERING

A. All State and local permits associated with dewatering are the responsibility of the Contractor.

B. Dewatering systems shall be designed to allow for localized variations in the depths of the excavations.

C. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding areas. All pumping and drainage shall be done with no damage to property or structures and without interference with the rights of the public, owners of private property, pedestrians and vehicular traffic.

D. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of sub-grades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

E. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.

F. Dewatering shall be accomplished well enough in advance of excavation to ensure that groundwater is already lowered prior to completing the final excavation to finish grade.

G. Lower and maintain groundwater level a minimum of two (2) feet below bottom of excavation during placement and compaction of bedding material and foundation soils and during placement and compaction of fill and back-fill material.

H. Excavations for foundations and structures shall be maintained in-the-dry for a minimum of 4 days after concrete placement. In no event shall water be allowed to enter an excavation and rise to cause unbalanced pressure on foundations and structures until the concrete or mortar has set at least 24 hours.

I. Dewatering and drainage operations shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the sub-grade at the bottom of the excavation. If the sub-grade becomes disturbed for any reason, the unsuitable sub-grade material shall be removed and replaced with concrete, compacted granular fill, or other approved material to restore the bearing capacity of the sub-grade to its original undisturbed condition at no additional cost to the Owner.

3.6 DAMAGE RESTORATION

A. Damage restoration: The Contractor shall be responsible for any heaving, settlement and/or separation of pavement that results from the dewatering operations. A damage restoration/remediation plan will be required for review and authorization to proceed.

3.7 RESTORATION OF DEWATERING ACTIVITIES

A. As the wellpoints are withdrawn, the locations of the voided areas shall immediately backfilled by jetting approved backfill material into the voids until they are completely filled. These restored wellpoint voids are subject to random density verification testing.

END OF SECTION

SECTION 02324 – BACKFILL

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02324) shall govern the applicable project work that it typically identified in the following FDOT Specification and Standard sections:

- Section 125 - Excavation for Structures and Pipe
- Section 514 - Plastic Filter Fabric (Geotextile)

In the event that this technical specification (02324) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Materials

B. Execution

C. Examination

D. Preparation

E. Bedding

F. Backfilling

G. Field Quality Control

H. Compaction

I. Frequency of Tests

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 - Quality Requirements

D. Section 02060 – Aggregate Materials

E. Section 02300 – Earthwork

F. Section 02320 – Trenching and Excavation

G. Section 02322 – Dewatering and Drainage

H. Section 02371 - Riprap and Rock Lining

I. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop.

B. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.

C. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).

D. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

E. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

F. ASTM D 2487-06 – Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Material that is excavated for the purpose of installing water mains and service connections, force mains, sanitary sewers and laterals or storm drainage piping and their associated public manholes and structures and then reused as bedding and/or backfill material are not subject to this UNIT PRICE - MEASUREMENT AND PAYMENT provision. The use of the in-situ material as backfill material shall be considered as incidental to the item installation.

B. Fill Type – Fine Aggregate : By the cubic yard. Includes excavating existing subsoil, supplying fill materials, stockpiling, scarifying substrate surface, placing where required, and compacting.

C. Structural Fill Type – Course Aggregate : By the cubic yard. Includes supplying fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.

D. Concrete (Flowable) Fill: For “areas”, by the cubic yard, and for grout filling of abandoned pipe, by the linear foot. Includes supplying materials, forming, mixing, and placing (and curing where required).

PART 2 PRODUCTS

2.1 FILL MATERIALS - GENERAL

A. All fill material shall be approved by the Project Manager and Engineer. Contractor shall notify the Project Manager and Engineer 1 week in advance of providing imported material, shall provide a 1 cubic yard sample and the results of a signed and

sealed proctor test and material classification report for the material to the Project Manager and Engineer.

B. Materials generated from the on-site excavations or imported from an off-site source may be utilized for backfill of pipeline and associated structure excavations provided the materials consist of relatively clean sands or reasonably well graded, relatively clean sand-gravel mixtures that are free of timber, roots, clods, construction demolition debris, rubbish, trash or other deleterious matter. The materials shall have a maximum size of 1 inch, have not more than 10 percent passing the US Standard No. 200 Sieve and contain not more than 2 percent (by weight) of organic matter.

C. Satisfactory soil materials are defined as those complying with ASTM D 2487 soil classification groups GW, GP, SW, and SP.

D. Unsatisfactory soil materials are defined as those complying with ASTM D 2487 soil classification groups GC, GM, SC, SM, ML, MH, CL, CH, OL, OH, and PT.

E. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall not be used. Stone size shall be No. 57.

F. Fine Aggregate shall conform to FDOT Specification 902.

G. Subbase, Backfill, and Fill Materials: Satisfactory soil materials free of clay, debris, waste, vegetation, rock or gravel larger than 2 inches in any dimension, and other deleterious matter.

2.2 ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, woven per FDOT Specification Section 514.

PART 3 EXECUTION

3.1 EXAMINATION

A. Inspect the area to be backfilled to assure that all preceding work activities have been completed and accepted, otherwise, the Contractor will be “at risk” until the preceding work has been accepted by the Project Manager.

3.2 DEFINITION OF BACKFILL ZONES

A. Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 6-inches of the bottom of the pipe.

B. Bedding Zone: The zone above the lowest zone is the Bedding Zone. Usually it will be backfill which is the 6-inches, or the thickness identified on the project construction drawings, of soil below the bottom of the pipe. If the bedding zone has been constructed (vs. undisturbed in-situ material), the Bedding Zone shall be placed in lifts no greater than 6-inches (compacted thickness).

C. Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12-inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe. The Cover Zone shall be placed in lifts no greater than 6-inches (compacted thickness).

D. Top Zone: The Top Zone extends from 12-inches above the top of the pipe to the base or final grade. The Top Zone shall be placed in lifts no greater than 12-inches (compacted thickness).

3.3 BACKFILL FOR PIPELINES

A. LOWEST ZONE

1. When over-excavation is required due to unforeseen site conditions backfill of the over-cut shall have a minimum thickness of 6-inches and shall be manually or mechanically tamped to simulate comparable density to that of the native soils.

B. BEDDING ZONE

1. Excavate pipe trench in accordance with Section 02320 TRENCHING AND EXCAVATION for work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.

2. If a trench box is used for the installation of the piping, it shall be raised to an elevation even with the top of the pipe before the Bedding Zone materials are placed. Once the trench-box has been moved upward, forward or removed from the excavation, the voids created by this action shall receive supplemental backfill material and re-compacted to 98% of modified proctor where applicable.

3. If required, bedding material shall be placed to provide uniform support along the bottom of the pipe and to place and maintain the pipe at the proper elevation. The initial layer of bedding placed to receive the pipe shall be brought to the grade and dimensions indicated on the project construction drawings. All bedding shall extend the full width of the trench bottom. The pipe shall be placed and brought to grade by tamping the bedding material or by removal of the excess amount of the bedding material under the pipe. Adjustment to grade line shall be made by scrapping away or filling with bedding material. Wedging or blocking up of pipe is not permitted. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade shall not be permitted.

4. Were wet or unstable soil that is incapable of properly supporting pipe, as determined by Project Manager and Engineer, is encountered in the bottom of trench, the trench bottom shall be excavated to a depth of at least two feet below the specified trench bottom. Place filter fabric in the bottom of the trench and support the filter fabric along the trench walls until the over-excavation has been backfilled, in two (2) 1-foot lifts (as applicable based on the backfill material; structural backfill or FDOT rock). The ends of the filter fabric shall be overlapped prior to placing the pipe.

C. COVER ZONE

1. Haunching: Initial backfill/haunching material shall be carefully placed by hand until one third of the pipe diameter has been covered. The Contractor shall use non-mechanical means to tamp the backfill/haunching material to form unified initial support for the pipe for each lift.

2. After haunching of the pipe, carefully and evenly backfill trenches on all sides with suitable backfill materials and thoroughly and carefully tamped each lift until the backfill material reaches the same elevation as the top of the pipe.

3. If a trench box is used for the installation of the piping, it shall be raised to an elevation even with the top of the pipe before the Cover Zone backfill materials are placed. Once the trench-box has been moved upward, forward or removed from the excavation, the voids created by this action shall receive supplemental backfill material and re-compacted to 98% of modified proctor.

4. To prevent longitudinal movement of the pipe, dumping backfill material into the trench and then spreading will not be permitted until approved material has been placed and compacted to a level 1-foot over the pipe.

D. TOP ZONE

1. For the remaining lifts of backfill, the material shall be placed in 12-inch lifts and compacted. Compact each layer to a density of 98% of modified proctor in paved areas and 95% of modified proctor in landscaped and open areas.

2. For all non-metallic pipeline installations, detection tape shall be buried 4 to 10-inches beneath the ground surface directly over the top of the utility. Should detection tape need to be installed deeper, the Contractor shall provide 3-inch wide tape. In no case shall detection tape be buried

greater than 20-inches from the finished grade surface. Detection tape shall be appropriately identified based on the specific utility installation.

3.4 FOR STRUCTURES:

A. All structures shall be marked and numbered with gradient lines, by the Contractor, to indicate the required lift thickness.

B. Carefully backfill around all sides in a continuous and progressive manner in lifts no greater that 6-inchs (compacted thickness) with excavated materials approved for backfilling, free from large clods of earth and stones and compact to 98% of modified proctor in all areas.

C. For the sides of the structure where there is pipe penetration, the compacted backfill shall be brought up to a point where the pipe, at the correct invert elevation, is resting on compacted backfill. A bell-hole, extending no further than 1-foot from the structure, may be left around the penetration point for mudding-up around the pipe.

3.5 GENERAL BACKFILL

A. All backfill operations shall be done in the dry. The dry condition shall be maintained during placement, compaction and density testing.

B. As soon as practicable after the pipe has been laid and jointed, backfilling shall begin and thereafter be prosecuted expeditiously.

C. Flooding of backfill (with potable water) will only be permitted when so directed in writing by the Project Manager.

D. Reopen improperly backfilled trenches, or trenches where settlement occurs, to depth required for proper compaction, as determined by the Engineer, then refill and compact, with surface restored to required grade and compaction, mounded over and smoothed off.

E. Backfill open trenches across roadways or other areas to be paved as specified above, backfill entire depth of trench in 6-inch layers, and compact each layer to a density of 98% of modified proctor, so that paving can proceed immediately after backfilling is completed.

F. Grade ground to reasonable uniformity along all other portions of trenches and leave mounding over trenches in a uniform and neat condition, to the satisfaction of Engineer.

G. Except as otherwise indicated, top of all piping and conduit to be 36" below finish grade (keeping project swale development in mind) unless incased in concrete. Concrete encasement to consist of a minimum of 4" thick concrete base slab placed prior to installation of piping or conduit and a minimum 4" thick concrete encasement (sides and top) placed after installation and testing of piping or conduit.

H. Backfill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance of construction below finish grade including, where applicable, damp proofing, waterproofing, and perimeter insulation.

2. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.

3. Removal of concrete formwork.

4. Removal of trash and debris from excavation.

I. Backfill areas to contours and elevations with approved materials.

J. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet or spongy subgrade surfaces.

K. Place geotextile fabric over Class A-7 material existing prior to placing next lift of fill (if approved).

L. Employ a placement method that does not disturb or damage other work.

M. Maintain optimum moisture content of backfill materials to attain required compaction density.

N. Backfill against supported foundation walls and concrete structures. Do not backfill against unsupported foundation walls.

O. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.

P. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise.

Q. Make gradual grade changes. Blend slope into level areas.

R. Remove surplus backfill materials from site as directed by the Project Manager and/or Engineer.

S. Leave fill material stockpile areas free of excess fill materials.

T. TOLERANCES:

1. Top surface of backfill for site clearing and general earthwork shall be plus or minus 0.10 foot from required elevations.

2. Top surface of backfill for the creation of or improvements to berms or other stormwater containment earthworks shall be plus 0.10 foot, minus 0.00 foot from required elevations.

3.6 FIELD QUALITY CONTROL

A. Section SC01400 QUALITY REQUIREMENTS

B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180 in locations as specified by the Project Manager or Engineer. Project Manager and/or Engineer are to select specific locations and lifts as well as witnessing of all compaction testing.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.

3.7 COMPACTION

A. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with AASHTO T-180 specifications or ASTM D1557:

1. Structures, Building Slabs and Steps: 98% of the modified proctor.

2. Pipe Bedding Zone and Cover Zone: 98% of the modified proctor.

3. Driveway aprons, sidewalk sections that form part of a driveway apron, driveways and roadways: As a minimum, compact top 12" of subgrade and each layer of backfill or fill material to 98% of the modified proctor. Roadways may require special subgrade stabilization as specified in the project construction drawings.

4. Lawn or Unpaved Areas: From 1-foot above the top of the pipe (Top Zone), 95% of the modified proctor; areas around structures shall be 98% of the modified proctor.

5. Sidewalks and walkways: Compact top 12 inches of subgrade and each layer of backfill or fill material to 95% of the modified proctor.

B. All subgrade shall be compacted and tested up to 6-inches from the edge of the pavement (asphalt or concrete). If for specific design reasons and the project construction drawings requires an area greater than 6-inches outside the edge of slab to be compacted and tested, then those more stringent requirements shall take precedence.

C. Frequency of Tests:

1. Pipelines: In Public Right Of Way, swales and under sidewalks, every 100 feet per lift, for driveway aprons each lift, for road crossings each lift in three (3) locations, as directed by Engineer or Project Manager. Additionally, in the event of low production, density verification testing shall be performed on each day's work as directed by the Project Manager or Engineer.

2. In utility easements, every 200 feet per lift.

3. Public Manholes and Structures: Each lift around structure; all sides shall be tested in random order. In addition, the final lift under pipe penetrations shall be tested.

4. Berms: Every 200 feet per lift.

5. Swales: For areas that have been built-up and a swale cut-in every 200 feet; otherwise, density testing of swales cut-in to existing ground does not require density testing.

D. The Contractor's Test Lab is to "map" all density test results (pass and fail) on the Record Drawings on each day when field tests are performed. Contractor's Testing Lab shall leave a copy of the day's density testing results on site.

E. Contractor is to instruct their Testing Lab to directly mail signed and sealed copies of all Test Reports (Proctor, Density, Water Quality, etc.) to the Project Manager and Engineer on a weekly basis.

END OF SECTION

SECTION 02371 – RIPRAP AND ROCK LINING

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02371) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 530 - Riprap

In the event that this technical specification (02371) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Materials

B. Placement

1.2 RELATED SECTIONS

A. Section 02630 - Storm Drainage

1.3 REFERENCES

A. Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Riprap: By the cubic yard of riprap area, summing the areas of individual layers, of riprap sacks, rubble or gabions. Includes supply and placing riprap (mix in sacks, moist cured), concrete block, rubble (consisting of broken concrete or stone), or gabions containing stone or broken concrete.

1.5 SUBMITTALS

A. Not Used.

PART 2 PRODUCTS

2.1 MATERIALS

A. Riprap: Provide in accordance with State of Florida DOT (sand-cement, rubble or concrete block); or

B. Riprap: Limestone type; broken stone; solid and nonfriable; 3 inch minimum size, 12 inch maximum size; or

C. Riprap: Broken stone or Irregular shaped rock, 3 inch minimum size, 8 inch maximum size; solid and nonfriable, contained within gabion wire baskets rectangular shaped to form stepped layered installation.

D. Aggregate Type A1: As specified in Section 02060.

E. Bags: Woven jute or Geotextile fabric (woven or non-woven).

F. Binder: Portland cement per FDOT standard specification.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not place riprap bags, concrete blocks, and rubble or gabion baskets over unstable subgrade surfaces.

3.2 PLACEMENT

A. Place geotextile fabric (as called for on the construction plans) over substrate, lap edges and ends.

B. Place riprap at culvert pipe ends, canal protection, and embankment slopes, as indicated on the construction plans.

C. Place bags into position. Knead, ram, or pack filled bags to conform to contour of adjacent material as per construction plans.

D. Place bags or gabions in a staggered pattern. Remove foreign matter from stacked surfaces.

E. Installed Thickness: Refer to construction plans.

F. Place rock evenly and carefully over bagged riprap to minimize voids, do not tear bag fabric, place bags and rock in one consistent operation to preclude disturbance or displacement of substrate.

G. After placement, spray with water to moisten the bagged mix if used. Maintain moist for 24 hours.

END OF SECTION

SECTION 02446 – DIRECTIONAL DRILLING (PIPE 12" OR LESS)

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02446) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 555 – Directional Bore

In the event that this technical specification (02446) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Contractor Qualifications

C. Products

D. Pipelines (Directional Drilling)

E. Directional Drilling Equipment

F. Installation

G. Backfill and Restoration

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 - Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02320 – Trenching and Excavation

F. Section 02324 – Backfill

G. Section 02536 – Force Mains

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Pipe by Directional Drilling: By the linear foot. Includes mobilization of equipment, dewatering, excavation of entry, exit recovery pits or any other excavation, steel pipe sleeve material (if required by the project construction drawings), carrier pipe, casing vents (as required), directional drilling operation, backfill, compaction, density testing, grouting casing ends and restraints (if/where necessary).

B. Carrier pipe: By the linear foot. Includes mobilization of equipment, dewatering, carrier pipe, joint restraints, casing spacers and pressure testing.

C. Valves: Refer to Section SC01025, Measurement and Payment.

1.5 SUBMITTALS

A. Shop Drawings: The CONTRACTOR shall submit shop drawings of pipe casing in accordance with the requirements in Section SC01340, Shop Drawings, Work Drawings, and Samples, and the following supplemental requirements as applicable:

1. Subcontractor qualification.

2. Casing installation schedule which includes excavation, pipeline installation, and backfill operations.

3. Material list including diameter, thickness, and class of steel casing.

4. Detailed locations and sizes of all pits.

B. Certifications: The CONTRACTOR shall furnish a certified affidavit of compliance with the specifications for the physical and chemical properties of all steel pipe and other products or materials furnished under this Section of the Specifications.

C. Submit plans and descriptions of the proposed equipment arrangement and installation procedures including a plotted chart of the pipeline installation based on the field located obstructions and utilities prior to commencing the work. Include provisions for any permit requirements or conditions associated with the work.

1.6 CONTRACTOR QUALIFICATIONS

A. Contractor performing the work under this section must be one experienced and regularly engaged in this type of work. At the request of the Engineer, Contractor must supply references of previous work, totaling a minimum of ten (10) years experience. Welding procedures shall be qualified in accordance with AWS D1.1 and welders shall be qualified and certified in the 4G position as specified in AWS D1.1.

PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, Star Pipe Products from the United States and China, and Tyler Union from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico. If specific items cannot meet this requirement and there is no available USA made product, the contractor shall indicate this as part of their bid. It is the final decision of the CITY if such items will be accepted.

2.2 PIPELINES (DIRECTIONAL DRILLING)

A. Pipe material shall be as manufactured by Performance Pipe, Phillips 66 or other approved equal. In accordance with AWWA C906.SDR 11. DIPS dimensions.

B. The supplied fittings shall be molded from a polyethylene compound having a cell classification equaling or exceeding that of the pipe material. The resin used to manufacturer the fitting shall be of the same type as that used to manufacture the pipe.

C. For additional requirements, refer to Section 02536, Force Mains as applicable.

D. The pipe and fittings shall be manufactured from new resin and shall contain no recycled compounds. The pipe shall be homogenous throughout and be free of visible cracks, holes, foreign inclusions or other deleterious defects; and all piping shall be identical in color, density, melt index, and other physical properties.

E. The polyethylene resin shall be pre-compounded prior to pipe extrusion; in-plant blending is not acceptable.

F. The Engineer may request certified laboratory data to verify the physical properties of the supplied pipe and fittings for polyethylene slip lining, or horizontal directional drills, or may take random material samples and have them tested by an independent laboratory.

G. Failure to comply with the product specifications contained herein will be sufficient cause for rejection of work performed and materials installed under this section. No payment will be made for defective materials and the equipment and labor costs associated with the installation and removal of defective materials.

PART 3 EXECUTION

3.1 EXAMINATION

A. Noise levels emitted by diesel and/or gasoline pump drivers shall be controlled by the use of a “quiet-pack” muffler system or other suitable sound attenuation methods and shall not exceed 60 dB for daytime use and 55 dB for night time use at the nearest “receiving” property line. Contractor shall demonstrate, measure and record the dB levels at the time of initial set-up. The Contractor shall record dB levels weekly. The City’s Code Compliance Division of the Boynton Beach Police Department shall have jurisdictional control over the Contractor’s compliance with the City’s Noise Ordinance.

B. Field verify locations and elevations of all utilities and potential obstructions and submit plan and profile of proposed bore path for review by Project Manager and Engineer prior to the commencement of directional boring or jack and bore activities.

C. Verify existing conditions are ready for directional drilling and/or the installation of steel pipe sleeves.

D. Note subsurface irregularities affecting work of this section.

3.2 PREPARATION

A. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, and remove burrs.

B. Remove scale and dirt on inside and outside before assembly.

3.3 PIPELINES (DIRECTIONAL DRILLING)

A. Material Handling:

1. Unfused pipe sections shall be stored on clean, level ground. If the pipe is to be stacked for storage, stacking shall be accomplished in strict compliance with the manufacturer’s recommendations. Pipe shall be handled so that it is not damaged; repair of damages caused by improper handling shall be accomplished at no additional cost.

2. Fused pipe lengths shall be handled with nylon slings or other equipment that will not cut or gouge the pipe. The use of spreader bars when lifting long lengths of fused pipe is advised.

B. Pipe Fusion:

1. Sections of polyethylene pipe shall be joined into continuous lengths on the job site above ground. Joining pipe sections shall be accomplished by use of the butt fusion process as recommended by the pipe manufacturer’s representative. The equipment used to accomplish the fusion shall be capable of performing as specified by the pipe manufacturer with regard to temperature, alignment, pressure, and other variables.

2. Joints between plain end pipes and fittings shall be made by butt fusion, and joints between the main and saddle branch fittings shall be made using saddle fusion using only procedures that are recommended by the pipe and fitting manufacturer. The Contractor shall ensure that persons making heat fusion joints have received training in the manufacturer's recommended procedure. The Contractor shall maintain records of trained personnel, and shall certify that training was received not more than 12 months before commencing construction and the personnel have performed similar work within three (3) months. External and internal beads shall not be removed.

3. Upon request, the manufacturer shall provide training in the manufacturer's recommended butt fusion and saddle fusion procedures to the Contractor's installation personnel, and to inspectors representing the Utilities Department.

C. Butt Fusion Testing

1. On every day butt fusions are to be made, the first fusion of the day shall be a trial fusion. The trial fusion shall be allowed to cool completely, and then fusion test straps shall be cut out. The test strap shall be 12 inches (minimum) or 30 times the wall thickness in length with the fusion in the center, and 1 inch (minimum) or 1.5 times the wall thickness in width. Bend the test strap until ends of the strap touch. If the fusion fails at the joint, a new trial fusion shall be made, cooled completely and tested. Butt fusion of pipe to be installed shall not commence until a trial fusion has passed the bent strap test.

D. Mechanical Joining:

1. Polyethylene pipe and fittings may be joined together or to other materials by means of flanged connections (flange adapters and back-up rings) or mechanical couplings designed for joining polyethylene pipe or for joining polyethylene pipe to another material. Mechanical couplings shall be fully pressure rated and fully thrust restrained such that when installed in accordance with manufacturer's recommendations, a longitudinal load applied to the mechanical coupling will cause the pipe to yield before the mechanical coupling disjoins. External joint restraints shall not be used in lieu of fully restrained mechanical couplings.

E. Branch Connections:

1. Branch connections to the main shall be made with saddle fittings or tees. Polyethylene saddle fittings shall be saddle fused to the main pipe.

F. Mechanical Joint & Flange Installation:

1. Mechanical joints and flange connections shall be installed in accordance with the manufacturer's recommended procedure. Flange faces shall be centered and aligned to each other before assembling and tightening bolts. In no case shall the flange bolts be used to draw the flanges into alignment. Bolt threads shall be evenly tightened according to the tightening pattern and torque step recommendations of the manufacturer. At least one (1) hour after initial assembly, flange connections shall be re-tightened following the tightening pattern and torque step recommendations of the manufacturer. The final tightening torque shall be 100 ft-lbs or less as recommended by the manufacturer.

3.4 Field Repair:

A. Section of pipe having scratches or gouges, the depth of which exceeds 10 percent of the pipe wall thickness, shall be repaired. Repairing the pipe shall consist of cutting out the damaged section and fusing the undamaged sections together. This process shall be accomplished at no additional cost and in compliance with Paragraph 3.3 of this Section.

3.5 Directional Drilling Equipment:

A. directional drilling system shall be remotely steerable with electronic location capabilities by means of wire line signal from a remote magnetic survey probe located directly behind the cutter head. The system shall be capable of determining drill head location, drill head rotation, drill head angle and magnetic bearing.

B. The drill rig shall be capable of 90,000 pounds of pullback. It shall incorporate the use of a downhole motor (mud motor) and shall employ a fluid-cutting process (high pressure - low volume) utilizing a liquid clay (Bentonite); a clay lining is to remain in the drilled hole for lubrication. The clay fluid is to be totally inert and contain no environmental risk. Mechanical, pneumatic or water jetting methods will be considered unacceptable.

C. A Bentonite recovery system shall be utilized on site. Cuttings recovered from the Bentonite and any unsuitable materials recovered shall be removed from the site and legally disposed of by the Contractor. A

wash pipe shall be used with the drill stem to facilitate Bentonite recovery and recycling.

D. When drilling beneath surface water a vacuum Bentonite evacuation system is to be kept at the site and shall be employed in the event of a soil fracture or other loss of Bentonite to the surface water.

3.6 Preparation

A. Properly anchor the drilling rig and verify operation of equipment and sufficient quantities of materials.

B. Prepare exit hole pit, including any necessary well pointing for dewatering to keep the pit dry throughout the installation operation. Meet all laws, codes, and ordinances and obtain all necessary permits for dewatering.

3.7 Installation

A. Drill a pilot hole complete to the exit hole as indicated on the Construction Drawings.

B. While setting up the drilling equipment and drilling the pilot hole, fuse the HDPE carrier pipe together in lengths indicated on the Construction Drawings or as space allows.

C. Upon completion of the pilot hole, replace the cutting head with a suitable back-ream head, bearing swivel and capped carrier pipe for pullback through the pilot hole.

D. Prepare carrier pipe for connection to pipeline system. Remove and dispose of excess HDPE pipe and fill drill-hole beyond final installed pipeline with Bentonite slurry.

E. In areas where the polyethylene pipe is exposed due to open excavation, the trench shall conform to the pipeline trench detail on the drawings except that the material identified as "hand placed select material" shall be a ratio of 4:1/sand: cement stabilized backfill.

F. Pull the HDPE a minimum of 3% further than the total length of pull to allow for sufficient pipe length for trimming back to final required length once the total length of pipe has stabilized.

G. A surface tracking system shall be for secondary confirmation of the final "As-Built" information.

H. All HDPE pipe to be installed shall be pressure tested and visually inspected prior to installation. Contractor shall consult with the pipe manufacturer and provide the Engineer with their proposed pressure testing method in writing for comments prior to installation. For after installation testing, refer to pressure testing requirements in Section 02536, Force Mains.

I. During installation the Contractor shall continuously monitor and record the following data as a minimum:

- Axial Tension Force
- Insertion Velocity
- Mud Flow circulation & exit rates
- Actual length of pipe installed

J. Precautions shall be taken by the Contractor to avoid pipe buoyancy.

K. The manufacturer's recommendation for maximum bending radii shall not be exceeded during installation.

L. Joints:

All joints of the carrier pipe within the casing shall be restrained in accordance with the specification Sections for the type of pipe material installed.

M. Testing of the Carrier Pipe:

Hydrostatic testing of the carrier pipe shall be completed prior to the filling of the annular space between the casing and carrier pipe with sand. Hydrostatic testing shall be performed in accordance with Section 02513 PUBLIC WATER & RECLAIMED WATER DISTRIBUTION SYSTEMS.

3.8 BACKFILL/RESTORATION

Backfill and restoration of surface and subsurface improvements shall be done in concurrence with the work and accordance with the applicable sections of the project construction drawings and Section 02324, Backfill and Section 02960, Restoration of Surface Improvements. Restoration shall be accomplished so that the condition of the original feature(s) is met or exceeded by the restoration. Restoration cost is to be included in the Contract Unit Price of Bid Item No. 8 Surface Restoration and Bid Item No. 9 Milling, and Repaving.

END OF SECTION

SECTION 02447 – JACK & BORE

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02447) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 556 Jack and Bore

In the event that this technical specification (02447) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specification and Standard, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Contractor Qualifications

C. Products

D. Pipelines

E. Jack and Bore Equipment

F. Installation

G. Backfill and Restoration

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 - Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02320 – Trenching and Excavation

F. Section 02322 – Dewatering and Drainage

G. Section 02324 – Backfill

H. Section 02513 – Public Water & Reclaimed Water Distribution Systems

I. Section 02536 – Force Mains

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Pipe by Jack & Bore: By the linear foot. Includes mobilization of equipment, dewatering, excavation of entry, exit recovery pits or any other excavation, steel pipe sleeve material, jack & bore operation, casing vents, backfill, compaction, density testing and grouting casing ends (as specified on the project construction drawings).

B. Carrier pipe: By the linear foot. Includes mobilization of equipment, dewatering, carrier pipe, joint restraints, stainless steel & polymer casing spacers and pressure testing.

C. Valves: Refer to Section SC01025 MEASUREMENT AND PAYMENT.

1.5 SUBMITTALS

A. Shop Drawings: The CONTRACTOR shall submit shop drawings of pipe casing in accordance with the requirements in Section SC01340, SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES, and the following supplemental requirements as applicable:

1. Subcontractor qualification.

2. Casing installation schedule which includes excavation, pipeline installation, and backfill operations.

3. Material list including diameter, thickness, and class of steel casing.

4. Detailed locations and sizes of all jacking or boring and receiving pits.

B. Certifications: The CONTRACTOR shall furnish a certified affidavit of compliance with the specifications for the physical and chemical properties of all steel pipe and other products or materials furnished under this Section of the Specifications.

C. Submit plans and descriptions of the proposed equipment arrangement and installation procedures including a plotted chart of the pipeline installation based on the field located obstructions and utilities prior to commencing the work. Include provisions for any permit requirements or conditions associated with the work.

1.6 CONTRACTOR QUALIFICATIONS

A. Contractor performing the work under this section must be one experienced and regularly engaged in this type of work. At the request of the Engineer, Contractor must supply references of previous work, totaling a minimum of ten (10) years experience. Welding procedures shall be qualified in

accordance with AWS D1.1 and welders shall be qualified and certified in the 4G position as specified in AWS D1.1.

PART 2 PRODUCTS

2.1 All materials are to be MADE IN THE UNITED STATES OF AMERICA. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 STEEL PIPE CASINGS

A. Pipe for casings under roadways, highways and FEC/CSX railroads shall be steel conforming to ANSI/AWWA C200 and ASTM A 283 Grade C (FDOT is ASTM A139 Grade B). Steel casings shall be bituminous coated inside and outside. Casing pipe shall be of the length and size shown on the drawings. The wall thickness shall be in accordance with the project construction drawing detail (G-9).

B. Butt welds shall be full penetration per AWS D1.1 requirements.

C. Stainless steel and polymer casing spacers shall be used for carrier pipe installation through the steel pipe casing. Casing spacers shall be in accordance with the project construction drawing detail.

2.3 RESTRAINED MECHANICAL JOINTS FOR CARRIER PIPE INSTALLATION

A. Self restraining push-on gaskets shall be used inside the sleeves of Jack & Bore installations only where specifically approved by the Project Manager and Engineer.

2.4 RESTRAINED JOINTS OUTSIDE OF SLEEVES

A. The method of restraining pipe-to-pipe joints inside the Jack and Bore sleeves installations shall be EBAA Iron MEGALUG products (or approved equal).

B. Pipe and/or fittings that use metal-to-metal integral restraints such as US Pipe TR-Flex or American Pipe Flex-Ring may be used if approved by the Project Manager and Engineer.

C. Flex-Ring Restrained Joint Ductile Iron pipe supplied by American Cast Iron Pipe Company (ACIPCO)and TR Flex Restrained Joint Ductile Iron pipe supplied by U.S. Pipe & Foundry, LLC may be used as approved by the Project Manager and Engineer. Self restraining push-on gaskets are allowed for Jack & Bore applications only as approved by the Project Manager and Engineer.

PART 3 EXECUTION

3.1 EXAMINATION

A. Noise levels emitted by diesel and/or gasoline pump drivers shall be controlled by the use of a “quiet-pack” muffler system or other suitable sound attenuation methods and shall not exceed 60 dB for daytime use and 55 dB for night time use at the nearest “receiving” property line. Contractor shall demonstrate, measure and record the dB levels at the time of initial set-up. The Contractor shall record dB levels weekly. The City’s Code Compliance Division of the Boynton Beach Police Department shall have jurisdictional control over the Contractor’s compliance with the City’s Noise Ordinance.

B. Field verify locations and elevations of all utilities and potential obstructions and submit plan and profile of proposed bore path for review by Project Manager and Engineer prior to the commencement of directional boring or jack and bore activities.

C. Verify existing conditions are ready for the installation of steel pipe sleeves.

D. Note subsurface irregularities affecting work of this section.

3.2 PREPARATION

A. Prepare steel casing pipe ends in accordance with the AWS D1.1 welding procedure specification.

B. Remove scale and dirt on inside and outside before assembly.

3.3 JACK & BORE

A. Roadway, Highway and Railroad Crossing:

All pipe crossings under highways, roadways and railroads shall be installed in accordance with the requirements of the Florida Department of Transportation or the governing authority covering the method and materials of construction. The Contractor will be held responsible for any and all expense such authority incurs in protecting its highway or roadway while pipe are being placed under same and for any damage to the highway or roadway. The Contractor shall arrange with the governing authority's Department of Public Works for proper bracing, shoring, and other necessary protection of the highway or roadway before excavation beneath of any said traveled surface.

B. Control of Alignment and Grade:

The CONTRACTOR shall control the application of the jacking pressure and excavation of materials ahead of the casing as it advances to prevent the casing from becoming earthbound or deviating from the required line and grade. The CONTRACTOR shall restrict the excavation of the materials to the least clearance necessary to prevent binding in order to avoid loss of ground and consequent settlement or possible damage to overlying structures. Allowable grade deviations in horizontal and vertical alignments shall be no greater than 0.2 feet in any direction over the length of one casing pipe and a maximum deviation of 0.5 feet over the entire casing

C. Carrier Pipe Installation:

Carrier pipe shall be installed in the sleeve using stainless steel and polymer supports. Support shall center the pipe in the sleeve. The supports shall be positioned as determined by the pipe manufacturer, support manufacturer or as directed by the Engineer. The casing ends shall be sealed as shown on the project construction drawings.

D. Joints:

All joints of the carrier pipe shall be restrained using the materials as identified in Sections 2.2 and 2.3 above.

E. Testing of the Carrier Pipe:

Hydrostatic testing of the carrier pipe shall be completed prior to the filling of the annular space between the casing and carrier pipe with sand. Hydrostatic testing shall be performed in accordance with Section 02513 PUBLIC WATER & RECLAIMED WATER DISTRIBUTION SYSTEMS.

3.4 BACKFILL/RESTORATION

Backfill and restoration of surface and subsurface improvements shall be done in concurrence with the work and accordance with the applicable sections of the project construction drawings and Section 02324 BACKFILL and Section 02960 RESTORATION OF SURFACE IMPROVEMENTS. Restoration shall be accomplished so that the condition of the original feature(s) is met or exceeded by the restoration. Restoration cost is to be included in the unit price of the pipeline installation.

END OF SECTION

SECTION 02513 – PUBLIC WATER & RECLAIMED WATER DISTRIBUTION SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Products

C. Installation Readiness

D. Installation

E. Connections to Existing Systems

F. Cleaning and Testing

G. PBC HD Clearance

H. Restoration

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02082 – Public Manholes and Structures

F. Section 02320 – Trenching and Excavation

G. Section 02322 – Dewatering and Drainage

H. Section 02324 - Backfill

I. Section 02516 - Disinfection of Water Distribution Systems

J. Section 02740 – Subgrade, Base Course and Asphalt

K. Section 02960 – Restoration of Surface Improvements

L. Section 03300 – Cast-in-Place Concrete

1.3 REFERENCES

A. AWWA C600

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 MEASUREMENT and Payment.

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as a result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline or swale development.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Shop and manufacturer's drawings and catalog cut sheets for all pipe system components. Refer to Section SC01340 – SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES.

B. Contractor shall prepare and submit to the Project Manager a Flushing, Pressure Testing and Disinfection Phasing Plan prior to the start of the pipe installation.

1.6 SUBMITTALS AT PROJECT CLOSEOUT

A. Refer to Section SC01700 CONTRACT CLOSEOUT and SC01720 PROJECT RECORD DOCUMENTS for requirements.

PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China, and Tyler Union from United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 DUCTILE IRON PIPE

A. For Aboveground Installation:

Ductile iron pipe for aerial canal crossings installations shall conform to ANSI A21.15 and be flanged. Thickness class shall be Class 350. Flanges shall conform to ANSI A21.15. All pipe supports, clamps and/or cradles shall have a minimum ¼ inch neoprene liner between the pipe and support.

B. For Underground Installation:

1. In general, thickness class shall be Class 350. Ductile iron pipe shall conform to ANSI A21.51. Pipe shall have a wall thickness designed in compliance with ANSI 21.50, "American National Standard for the Thickness Design of Ductile Iron Pipe.

2. Joints shall be push-on rubber gaskets unless identified otherwise in the project construction drawings.

3. Restrained joints shall be as specified in 2.6, Restrained Mechanical Joints.

2.3 POLYVINYLCHORIDE (PVC) PIPE AND FITTINGS

A. Pipe shall be unplasticized polyvinyl chloride (PVC) plastic pipe with integral bell containing a locked-in ring and spigot joints 4-inch through 12-inch.

B. Pipe shall be the requirements of AWWA C900 or C905 "Polyvinyl Chloride (PVC) Pressure Pipe", Class 150 and shall meet the requirements of SDR-18. PVC compound for pipe and fittings shall meet the requirements of ASTM D1784.

C. Fittings shall be DIP of the appropriate and corresponding pressure rating as the main line pipe and as specified in 2.4, Ductile Iron Fittings.

D. Restrained joints shall be as specified in 2.6, Restrained Mechanical Joints.

2.4 DUCTILE IRON FITTINGS

A. Fittings for ductile iron pipe shall be manufactured of ductile iron shall conform to the requirements of ANSI A21.10 (AWWA C110) or ANSI A21.53 (AWWA C153).

Fittings shall be compatible with the pipe and designed for 350 psi working pressure. The lining and coating of the fittings shall be as specified for the pipe.

Joints for fittings 16-inches in diameter and under shall be mechanical joint, except above ground fittings shown on the drawings, shall be flanged. Joints for fittings 18-inches in diameter and above shall be restrained type in accordance with the schedule shown on the Standard Detail Drawing. Gaskets for the flanged joints shall be "Tourseal, TM" or approved equal.

B. Lining Pipe and Fittings:

1. DIP and fittings for water mains and reclaimed water mains shall be cement lined in accordance with ANSI A21.4 (AWWA C104).

C. Exterior Finish:

1. Potable Water and Reclaimed Water Mains: For aboveground installation, the exterior surfaces of pipe and fittings shall be painted BRIGHT WHITE for potable water systems and PANTONE PURPLE for reclaimed water systems with a coating system approved by the Engineer. A three (3)-coat system with a polyurethane topcoat is required.

2. For underground potable water systems, all pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b) 3, F.A.C., using blue as the predominant color. Underground plastic pipe shall be solid-wall blue pipe, will have a co-extruded blue external skin, or will be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall.

3. For underground reclaimed/reuse water systems, all pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b) 3, F.A.C., using pantone purple as the predominant color. Underground plastic pipe for reclaimed/reuse water systems shall be solid-wall pantone purple pipe, will have a co-extruded pantone purple external skin, or will be white or black pipe with pantone purple stripes incorporated into, or applied to, the pipe wall.

Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe wall, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If paint is used to stripe the pipe during the installation of the pipe, the paint will be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipe with an internal diameter of 24 inches or greater, paint will be applied in continuous lines along each side of the pipe as well as along the top of the pipe.

2.5 BALL CORPORATION STOP - UP TO 2 INCHES

A. Brass body, teflon coated brass ball, rubber seats and stem seals, Tee stem pre-drilled for control rod, AWWA inlet threads end, compression transition outlet, with control rod, extension box and valve key. Teflon tape (minimum of two (2) wraps) shall be applied to the threads prior to installation.

2.6 RESTRAINED MECHANICAL JOINTS

A. All pipe-to-pipe, branch connections, valves and all change of direction fittings shall be restrained with EBAA Iron MEGALUG products or approved equal. A second form of restraint, either thrust blocks or tie rods, may be required in certain cases as directed by the Project Manager and Engineer.

B. All valves and change of direction fittings 16" diameter and larger shall have two (2) forms of restraint. The valve and fittings shall have mechanical joints with EBAA Iron MEGALUG products or approved equal, and either thrust blocks or tie rods. If tie-rods are

approved, the tie-rods shall be in a "mid-span" configuration utilizing EBAA Iron products or approved equal.

C. Any line terminated as a construction phase that is a known future extension, shall have a valve placed at the end, and restrained with EBAA Iron MEGALUG products or approved equal to the last two (2) pipe joints.

D. Flex-Ring Restrained Joint Ductile Iron pipe supplied by American Cast Iron Pipe Company (ACIPCO)and TR Flex Restrained Joint Ductile Iron pipe supplied by U.S. Pipe & Foundry, LLC may be used as approved by the Project Manager and Engineer. Self restraining push-on gaskets are allowed for Jack & Bore applications only as approved by the Project Manager and Engineer.

2.7 WATER SERVICE

A. The tapping saddle shall be a stainless steal double strap service saddle of the size required with an epoxy coated ductile iron body and AWWA threads. Neoprene gaskets shall be cemented in place.

B. The corporation ball valve, "Y" Branch if necessary, compression by yoke curb stop(s), yoke bar, expansion nut, female iron pipe tail/outlet pieces, lock nuts, meter adapters, washers, and other fittings required to make a complete installation shall be brass as shown on the drawings and the project construction drawings, and as manufactured by the Ford Meter Box Co., or approved equal. Internal pipe and tube sleeves shall be stainless steel.

C. Sleeves under minor highways, residential streets and rural roads may be PVC Sch. 80 as approved by Engineer and Project Manager.

2.8 POLYETHYLENE PIPE AND TUBE

A. Materials used for the manufacture of polyethylene pipe and fittings shall be PE3408 high density polyethylene meeting cell classification 345434C or 345434E per ASTM D3350; and meeting Type III, Class B or Class C, Category 5, Grade P34 per ASTM D1248; shall be listed in the name of the pipe and fitting manufacturer in Plastic Pipe Institute TR-4, Recommended Hydrostatic Strengths and Design Stresses for Thermoplastic Pipe and Fittings Compounds, with a standard grade rating of 1600 psi at 73°F. The manufacturer shall certify that the materials used to manufacture pipe and fittings meet these requirements.

B. Polyethylene pipe shall be manufactured in accordance with ASTM D3035, Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter and AWWA C906 and shall be so marked. Each production lot of pipe shall be tested for (from material or pipe) melt index, density, % carbon, (from pipe) dimensions and ring tensile strength.

C. Polyethylene pipe (PE) shall be Drisco pipe 3408 1", 1½" & 2" or approved equal.

D. All PE pipe shall be color coded to match the water system type; blue for potable water and pantone purple for reclaimed water.

2.9 SERVICE IDENTIFICATION STRIPES

A. Refer to paragraph 2.4.C. above for color-coding requirements.

2.10 MISCELLANEOUS

A. Electronic Marking System (EMS) full-range markers shall be by 3M. Full-range markers shall be blue for potable water and pantone purple for reclaimed water. The Contractor shall install the full-range markers in accordance with the manufacturer's and City's standards. The full-range markers shall be placed at the following locations:

1. Fittings, bends, reducers, tees, crosses, deflections, valves, and air release valves (ARV).

B. The installation of the full-range markers shall be field verified by the Project Manager and Engineer prior to the certification of the work.

C. For the installation of the pipe segments and/or structures where moderate to significant root intrusion could be a factor, the Contractor shall furnish and install BioBarrier (or approved equal) as a root barrier as directed by the Project Manager and Engineer. Furnishing and installing a root barrier is considered as an incidental cost.

PART 3 EXECUTION

3.1 INSTALLATION READINESS

A. Prior to the start of underground excavations, Contractor shall examine the project construction drawings and have repair materials on site to effect repairs to all sizes of existing water mains, branch and/or service connections. Typical repair materials include, but are not limited to:

1. Full encirclement repair clamps
2. Fittings (DIP and brass)
3. Poly tubing
4. All-thread

3.2 EXAMINATION

A. Verify that trench cut is ready to receive Work as required by this Section and excavations, dimensions, and elevations are as indicated on project construction drawings.

3.3 PREPARATION

A. When the project drawings indicate, or when it is discovered during the course of the work, that the street or area's sanitary sewer main lines are in front of the properties (and that the new water mains will have to cross), the Contractor shall pothole each sewer lateral prior to beginning installation of the new water mains and provide the individual sewer lateral depths to the Project Manager and the proposed depth of the new water main before beginning water main installation.

B. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, and remove burrs.

C. Remove scale and dirt on inside and outside before assembly.

D. Prepare pipe connections to equipment with flanges or unions.

3.4 INSTALLATION

A. Pipeline Installation:

1. All trenching and excavations associated with the water main and service lines shall conform to the requirements in Technical Specification 02320 – TRENCHING AND EXCAVATION.

2. Installation of potable water pipe and associated fittings shall be in accordance with current AWWA and NSF specifications, and manufacturer's requirements for their particular products. All mains shall have a 36" clear cover to finished grade (keeping in mind the project's swale requirements) with pipe being as level as possible. Any variance will require approval by the Project Manager.

   Changes in pipe alignment may be accomplished using appropriate fittings or through pipe deflection. Pipe deflection at the joint is allowed with ductile iron pipe only and shall not exceed 75% of the manufacturer's recommended maximum joint deflection.
   3M full-range markers are required at all fittings and valves. Regardless of pipeline or pipeline component depth, the full-range markers shall be installed no deeper than 8 feet and shall be directly over the fitting or adjacent to the valve.

3. All pipe shall be laid in trenches having a dry and stable bottom. Backfill shall be free of boulders and debris and in accordance with Technical Specification 02324 - BACKFILL. Pipe shall be fully supported along its entire length. Sharp or rocky material encountered in the base shall be replaced with proper bedding. Pipe shall be laid on line and grade as designed.

4. All valves shall be placed according to project construction drawings unless relocation is approved by the Project Manager. After installation, backfill and compaction and where applicable after asphalting, all valves are to be exercised in the presence of the Project Manager and Engineer. As-built drawings shall reflect the actual location of all mains, hydrants, services, and valves. All taps must be at least 18" from fitting or bell. Potable water main shall not be laid in fuel contaminated areas.

5. Clearance of 18" or one pipe diameter, whichever is greater, shall be maintained between all fittings (bells, valves, flanges, etc.).

6. All road crossings, pavement cuttings and restoration shall be in accordance with the requirements of the Owner or Palm Beach County (if project is located in their jurisdiction but within the Department's service area).

7. Generally, joints for ductile iron pipe shall be push-on or mechanical type designed in accordance with ANSI A21.11 (AWWA C111) or ANSI A21.53 (AWWA C153). Joint lubrication shall be as furnished by the manufacturer.

B. Valves

1. Valves shall generally be installed at intervals of no greater than 1,000 LF on transmission mains, at intervals of no greater than 700 LF on main distribution loops and feeders, and on all primary branches connected to these lines. In high-density areas, valves shall be installed to minimize the number of persons affected by a break.

2. In all instances, effectiveness of placement shall be primary criteria in determining valve location. Valves placed in curbs will not be accepted. For potable water, all valve boxes require lids be marked as "Water" and painted BLUE. For reclaimed/reuse water, all valve boxes require lids be marked "Reuse" and painted PANTONE PURPLE.

C. Fire Hydrants

1. Fire hydrants shall be installed with the center of the pumper nozzle approximately 18" – 24" above finished grade. Hydrants shall not be placed in sidewalks or traffic areas. It will be the

responsibility of the Contractor to move hydrants placed in an unacceptable location and provide protection from traffic damage if necessary, upon the Project Manager's request.

2. Fire hydrant branches (from main to hydrant) shall not be less than 6" ID and be as short as possible to minimize any potential for potable water main stub with no flow. Long branch leads will require a second gate valve. Each branch shall be provided with a gate valve located as close as possible to the main.

3. Hydrants shall be located 5 feet to 10 feet from edge of pavement and no less than 6 feet from driveways with pumper discharge nozzle facing the roadway. Hydrants shall be located so as to minimize their vulnerability to traffic. At the direction of the Project Manager, for potential traffic protection, bollards may be required where minimum distances cannot be met.

4. Fire hydrants shall be placed in an accessible, unobstructed location with 5 feet clearance in all directions (except for protective bollards).

5. Fire hydrants shall be painted two (2) coats of “Fire Engine” or “Safety” red in color (field touch-up or re-paint may be required). Valve box lids for fire hydrant or Siamese connections shall be painted RED.

6. Fire Hydrants shall be provided and installed in accordance with the project construction drawings. Newly installed fire hydrants, prior to being put into service, shall be clearly marked as being “OUT OF SERVICE” with signage.

7. For every five (5) new fire hydrants installed, Contractor shall supply one (1) maintenance kit and supplied by the fire hydrant manufacturer.

D. Corrosion Protection:

1. For protection against corrosive soils in those areas designated by the Engineer and Project Manager, ductile iron pipe and fittings shall additionally be enclosed in a polyethylene sheet or tube and each length joined with 2-inch wide polyethylene adhesive tape. The sheet or tube shall be made from polyethylene resin meeting the requirements of ASTM D1248 and shall be Type I, Class C, Category 5, Grade J-3 with minimum carbon black content of 2.5% and 8 mils thickness. The sheet or tube shall be in accordance with the provisions of ANSI A21.5 (AWWA C105). Methods shall be such as to minimize danger to the sheet also be used to repair tears or punctures.

2. Installation of polyethylene encasement shall be in accordance with ANSI A21.5.

E. Service Connections

1. Water service taps on the water main shall be spaced at a minimum distance of 18" apart. All service lines shall be installed in accordance with the details on the project construction drawings. All long-side service connections shall be sleeved. The sleeve is to be installed by jack & bore to avoid open-cuts across roadways for service connections. The minimum diameter of service connection taps shall be 3/4-inch for 1-inch service connections, 1 3/8-inch for 1 1/2-inch service connections and 1 3/4-inch for 2-inch service connections.

2. Service lines, between the corp stop and curb stop shall be one continuous line without any splices or fittings unless specifically authorized by the Project Manager and Engineer.

3. Services shall not exceed 100 feet to the meter. Services crossing under parking tracts shall have their meters placed prior to the crossing so that the Owner is not responsible for these lines.

4. In developments where the property line is not clearly defined (condominiums and commercial), the meter shall be placed in a readily accessible location.

5. Private services shall not cross potable water main. The Contractor shall coordinate the installation of private service lines with location of meters to deliver potable water to the correct multi-family dwelling unit or bay and shall identify each to the Project Manager.

6. Wet taps equal or larger than one half the pipe diameter require a stainless steel full contact saddle with flange and valve.

F. Connection to Existing System:

1. All connections to existing water main shall be made under the direct supervision of the Project Manager. Based on the existing pipe configuration and materials, the Contractor may be required to provide temporary restraints. All connections to existing water mains shall have double valves unless specifically

authorized by the Project Manager. Valves on existing water mains shall be operated by Department personnel or under direct supervision by the Project Manager. Tapping sleeves and their valves shall be pressure tested at 150 psig for 1 hour prior to tapping (entire tapping sleeve shall be bubble tested with a soap solution during the pressure testing).

2. All pipe coupons from tapping sleeve tie-ins shall be saved, labeled and dated by the Contractor and transmitted to the Project Manager.

3. If service must be cut off to existing customers, the Project Manager must have fourteen (14) working days notice to make necessary arrangements. The Contractor shall prepare a Shutdown Request form in accordance with the directions given during the Pre-Construction Meeting.

4. The Contractor shall be ready to proceed with as much material pre-assembled as possible at the site to minimize the length of service interruption. The Project Manager will postpone a service cut-off if the Contractor is not ready to proceed on schedule. Such connections may be made at night to minimize effects. No customer should be without service for more than six (6) hours. Local chlorination, in compliance with ECR II, will be required for all pipe and fittings used to complete connections with potable water.

G. TESTING

Contractor shall prepare a Flushing, Pressure Test, Disinfection and PBC HD Clearance Plan for review and authorization by the Project Manager prior to water main installation. The plan shall include a schematic that indicates swab locations, direction of flush, sample points and affected valves. The PBC HD Clearance requires the Contractor's Pressure Test Report, Disinfection Report, Water Quality Lab Reports and As-Built drawings.

Reclaimed water mains and service connections shall be flushed and pressure tested (per the requirements below) but do NOT require disinfection or PBC HD Clearance.

1. Cleaning and Flushing:

   a. Upon completion of pipe installation, for any section, perform swabbing and cannon flushing in accordance with the Cleaning and Flushing Procedure detail shown on the project construction drawings. The Project Manager must observe the swab being inserted into the line and witness the cleaning and flushing process. The swab is to be one (1) pipe size diameter larger than the pipe being cleaned.

2. Pressure:

   a. Prior to conducting the official pressure test, to be witnessed by the Project Manager and Engineer, the Contractor shall conduct and document a preliminary pressure test meeting all of the following requirements.

   b. Potable water shall be supplied to the main and pumped to the minimum of 155 psi. The water main being tested shall be separated from the supply line or isolated by a double valve arrangement.

   c. The Contractor shall prepare a documented test report 24 hours in advance. Each test identifying, date, time, weather, linear foot of pipe being tested, the piping segment tested (station to station), beginning test pressure and time, ending test pressure and time, amount of "make-up" water and a clear "pass / fail" statement. The test report shall be signed by the Contractor, Engineer and Project Manager. After test acceptance, Contractor shall provide copies of the test report to the Project Manager and Engineer and retain the original test report for inclusion in the Project Record Documents.

   d. Contractor shall provide all necessary equipment such as pumps, gages and water measuring tanks, and all necessary work required for pipe pressure and leakage tests. Make pressure and leakage tests between valves and/or connections for each section being tested, using procedure outlined in ANSI/AWWA C-600.

   e. Test lines at a minimum of 150 psi for no less than two (2) hours and test all fire lines at 200 psi for no less than one (1) hour in accordance with NFPA-24.

f. Allowable leakage not to exceed value derived from following formula:

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

L = Allowable leakage (gallon per hour)
S = Length of pipe (feet)
D = Nominal diameter of pipe (inches)
P = Average test pressure (PSIG)

g. Conduct pressure tests with all valves servicing hydrants, services, etc., in open position.

h. All potable water mains shall be pressure tested before bacteriological acceptability.

i. The maximum length of line to be tested as one section will be 2,000 linear feet. The test shall be performed as determined in the current AWWA specification. The standard test duration is two (2) hours. The maximum quantity of water that must be supplied into the tested pipe to maintain pressure within 5 psi of the specified test pressure shall not exceed the applicable AWWA C-600 Standard.

j. Bacteriological testing shall not begin until after the pressure test has been accepted by the Project Manager. Refer to Section 02516 DISINFECTION OF WATER DISTRIBUTION SYSTEM.

H. ABANDONMENT OF EXISTING WATER MAINS

1. Existing water mains shall be abandoned in accordance with the project drawings, including temporary restraints, cutting and capping with masonry plugs or mechanical blind flanges, thrust blocks and grout filled (where required).

I. RESTORATION

1. Restoration shall be concurrent with the water main installation and shall be performed as required by Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.

END OF SECTION

(SHUTDOWN REQUEST FORM ON FOLLOWING PAGE)

WATER DISTRIBUTION SYSTEM SHUTDOWN REQUEST FORM
(Must be received by Boynton Beach Utilities 14 working/business days in advance)

THIS SECTION IS TO BE COMPLETED BY THE CONTRACTOR					
Requested By : (Signature)			Accepted By : (Signature)		
				Boynton Beach Utilities	
Company Name :			Project Name :		
Contractor is to deliver this form to the Utilities Project Manager				**Date/Time Received:**	
Contact			Mobile No. :		
Requested Shutdown Date :		Time :		Duration :	
Highlighted Project Drawing (s) attached : **(Requests for shutdown will NOT be accepted without drawings)**				Number of drawing pages attached :	
Address (Nearest House or Business) :					
Lot No. :			**Block:**		
Name of Development and/or Neighborhood:					
Distribution for "Heads Up" Only (**w/o drawing**): Engineering Division Manager, Water Quality/Lab Supervisor, Water Distribution Supervisor					

THIS SECTION TO BE COMPLETED BY UTILITY LOCATIONS/ENGINEERING DIVISION WITHIN 5 WORKING DAYS			
Boil Water Notice :	YES ☐ NO ☐	Houses Affected :	YES ☐ NO ☐
No. of Valves to be Shutdown :		Number of Houses:	
Businesses Affected : ☐ YES	Type	Addresses Affected:	
Special Conditions :			
Locates and Pre-Shutdown Completed : ☐ YES ☐ NO	By:	Date :	
After Locations has completed their pre-shutdown and distributed notifications/door hangers, email this form to: Engineering Division Manager, Field Operations Manager, Project Manager, Water Quality/Lab Supervisor, Water Distribution Supervisor, Project Inspector			
Authorized Shutdown Date and Time			
Shutdown Authorized By Project Manager :		Shutdown Date:	Time :
Upon approval, Project Manager emails this form to: Engineering Division Manager, Field Operations Manager, Water Quality/Lab Supervisor, Water Distribution Supervisor, Project Inspector			

SECTION 02516 – DISINFECTION OF POTABLE WATER DISTRIBUTION SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Project Record Documents

C. Products

D. Execution

E. Field Quality Control

1.2 RELATED SECTIONS

A. Section 02513 – Public Water & Reclaimed Water Distribution Systems

1.3 REFERENCES

A. ANSI/AWWA C651 – AWWA Standard for Disinfecting Water Mains

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. The cost of disinfecting the new water distribution system is considered to be incidental to the installation of the water main.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Contractor shall prepare and submit a Flushing, Pressure Testing, Disinfection and PBC HD Clearance Plan to the Project Manager and Engineer for review and authorization prior to the start of pipeline installation.

1.6 PROJECT RECORD DOCUMENTS

A. Disinfection Report from Contractor shall be signed and dated:

1. Company Name.

2. Type, form and quantity of disinfectant used.

3. Diameters and lengths (in linear feet) of pipe being disinfected.

4. Date and time of disinfectant injection start and time of completion (continuous feed method).

5. Test locations (1 set for every 1,200 lf of pipe, 1 from every branch and 1 from the end of the line).

6. Initial and 24 hour disinfectant residuals (quantity in treated water) in ppm and/or mg/l for each outlet tested.

- During the 24 hour disinfection process, Contractor shall operate all inline and branch valves and hydrants.
- At the end of the 24 hour disinfection process the free chlorine residual shall not be less than 25 ppm or 25mg/l.

7. Date and time of flushing start and completion

8. Disinfectant residual after flushing in ppm for each outlet tested.

- At the conclusion of the Contractor's disinfection and flushing process, the Total Chlorine (in ppm) shall be equal to that of the City's potable water system source point.

B. Bacteriological Report:

1. Date issued, project name, and testing laboratory name, address, and telephone number.

2. Time and date of water sample collection.

3. Name of person collecting samples

4. Sample point numbers and test locations.

5. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.

6. Coliform bacteria test results for each outlet tested

7. Signed certification that water conforms, or fails to conform, to bacterial standards of the Palm Beach County Health Department.

C. Palm Beach County Health Department release

1.7 REGULATORY REQUIREMENTS

A. Conform to applicable Palm Beach County Health Department rules or regulation for performing the work of this Section.

PART 2 PRODUCTS

2.1 Disinfectant:

A. Liquid chlorine conforming to ANSI/AWWA B301 (100% available chlorine).

B. Sodium hypochlorite conforming to ANSI/AWWA B300 (5% - 15% available chlorine.

C. Calcium hypochlorite conforming to ANSI/AWWA B300 (65% available chlorine by weight).

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that piping system has been cleaned, inspected, and pressure tested.

3.2 EXECUTION

A. Install, clean and flush the water distribution piping system in accordance with the project construction drawings. Refer to Section 02513 PUBLIC WATER & RECLAIMED WATER DISTRIBUTION SYSTEMS.

B. Pressure test the water distribution piping system in accordance with the project requirements. Refer to Section 02513 PUBLIC WATER & RECLAIMED WATER DISTRIBUTION SYSTEMS.

C. After successful pressure testing, provide and attach required equipment to perform the work of this Section.

D. Mix (if applicable) and inject treatment disinfectant into piping system.

E. Maintain disinfectant in system for 24 hours.

F. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.

G. Verify disinfection and record results on the Disinfection Report as specified in paragraph 1.6 A above.

H. After receipt of the Palm Beach County Health Department system or partial system release and the service line transfer by the City are completed, Contractor shall remove the temporary sample points and re-install permanent system devices in accordance with the project construction drawings.

3.3 FIELD QUALITY CONTROL

A. The Contractor shall assure the accuracy of the disinfection testing and provide a copy of the Contractor's disinfection report to the Project Manager. In the event of a dispute, the Project Manager will schedule the City's Lab for bacteriological testing.

END OF SECTION

SECTION 02536 – FORCE MAINS

PART 1 GENERAL

1.1 The scope of this technical specification is for traditional, open-cut installation of force mains that are not associated with directional drilling installation. For force mains installed with directional drilling, refer to technical specification 02446 DIRECTIONAL DRILLING.

1.2 SECTION INCLUDES

A. Submittals

B. Products

C. Preparation

D. Installation

E. Cleaning and Flushing

F. Testing

1.3 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02060 – Aggregate Materials

F. Section 02082 – Public Manholes and Structures

G. Section 02320 – Trenching and Excavation

H. Section 02322 – Dewatering and Drainage

I. Section 02324 - Backfill

J. Section 02446 – Directional Drilling

K. Section 02538 - Sanitary Sewer System

L. Section 02740 – Subgrade, Base Course and Asphalt

M. Section 03300 - Cast-In-Place Concrete

1.4 REFERENCES

A. Not used.

1.5 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 MEASUREMENT AND PAYMENT.

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline or swale development.

1.6 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Refer to Section 02082 PUBLIC MANHOLES AND STRUCTURES and 02446 DIRECTIONAL DRILLING.

B. Submit shop and manufacturer's drawings and catalog cut sheets for all pipe system components.

1.7 SUBMITTALS AT PROJECT CLOSEOUT

A. Refer to Section SC01700 CONTRACT CLOSEOUT and SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

1.8 QUALITY ASSURANCE

A. Conform to applicable Palm Beach County Health Department rules for materials and installation of the work of this section.

PART 2 PRODUCTS

2.1 All materials are to be MADE IN THE UNITED STATES OF AMERICA. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 DUCTILE IRON PIPE

A. For Aboveground Installation:

1. Ductile iron pipe for aerial canal crossings and lift station installations shall conform to ANSI A21.15 and be flanged. The pressure class shall be Class 350 and thickness shall be Special Thickness Class 53. Flanges shall conform to ANSI A21.15. All pipe supports, clamps and/or cradles shall have a 1/2 inch neoprene liner between the pipe and support.

B. For Underground Installation:

1. In general, the pressure class shall be Class 350. Ductile iron pipe shall conform to ANSI A21.51. Pipe shall have a wall thickness designed in compliance with ANSI 21.50, "American National Standard for the Thickness Design of Ductile Iron Pipe.

2. Joints shall be push-on rubber gaskets unless identified otherwise in the project construction drawings.

3. Restrained joints shall be as specified in 2.7, Restrained Mechanical Joints.

2.3 DUCTILE IRON FITTINGS

A. Fittings for ductile iron pipe shall be manufactured of ductile iron shall conform to the requirements of ANSI A21.10 (AWWA C110) or ANSI A21.53 (AWWA C153).

Fittings shall be compatible with the pipe and designed for 350 psi working pressure. The lining and coating of the fittings shall be as specified for the pipe.

Joints for fittings 16-inches in diameter and under shall be mechanical joint, except above ground fittings shown on the drawings, shall be flanged. Joints for fittings 18-inches in diameter and above shall be restrained type in accordance with the schedule shown on the Standard Detail Drawing. Gaskets for the flanged joints shall be "Tourseal, TM" or approved equal.

B. Lining Pipe and Fittings:

1. DIP and fittings for force mains shall be ceramic epoxy lined (millage to be according to manufacturer specification) in accordance with ASTM D1248.

2.4 POLYVINYLCHORIDE (PVC) PIPE AND FITTINGS

A. Pipe shall be unplasticized polyvinyl chloride (PVC) plastic pipe with integral bell containing a locked-in ring and spigot joints 4-inch through 12-inch.

B. Pipe shall be the requirements of AWWA C900 or C905 "Polyvinyl Chloride (PVC) Pressure Pipe", Class 150 and shall meet the requirements of SDR-18. PVC compound for pipe and fittings shall meet the requirements of ASTM D1784.

C. Fittings shall be Class 150 and conform to the requirements of SDR-18, designed to withstand a minimum of 755 PSI quick burst pressure at 73°F, tested in accordance with ASTM D1599. Bells shall be gasketed joint conforming to ASTM D3139 with gaskets conforming to ASTM P477. Ductile iron push on joint or M.J. (conforming to ANSI A21-10, AWWA C110) or ANSI A21.53 (AWWA C153) will be allowed as alternative when PVC sizes are not available. Fittings shall be as manufactured by the Harrington Company, Scepter Mfg. Co., LTD. or approved equal.

2.5 EXTERIOR FINISH

A. For aboveground installation, the exterior surfaces of pipe and fittings shall be sandblasted to SSPC-SP-6 commercial blast requirements and painted with a three (3) coat system. The 1st and 2nd coats shall be epoxy and the 3rd (final) coat shall be polyurethane and colored BEIGE. The coating system shall be manufactured by M.A.B. Paints, Tnemec or an approved equal.

B. For underground installation, all pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-604.300(8)(a), F.A.C., using GREEN as the predominant color. Ductile iron pipe and fittings for force mains shall have the standard bituminous coat on the exterior with GREEN stripes applied during manufacturing or installation. Underground plastic pipe shall be solid-wall GREEN pipe.

C. Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe wall, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If paint is used to stripe the pipe during the installation of the pipe, the paint will be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top and along each side.

2.6 ELECTRONIC MARKERS

A. Electronic Marking System (EMS) full-range markers shall be by 3M. Full-range markers shall be green for wastewater. The Contractor shall install the full-range markers in accordance with the manufacturer's and City's standards. The full-range markers shall be placed at the following locations:

1. Fittings, bends, reducers, tees, crosses, deflections, valves, and air release valves (ARV).

B. The installation of the full-range markers shall be field verified by the Project Manager and Engineer prior to the certification of the work.

2.7 RESTRAINED MECHANICAL JOINTS

A. All pipe-to-pipe, branch connections, valves and all change of direction fittings shall be restrained with EBAA Iron MEGALUG products or approved equal. A second form of restraint, either thrust blocks or EBAA Iron mid-span MEGALUG, may be required in certain cases as directed by the Project Manager and Engineer.

B. All valves and change of direction fittings 16" diameter and larger shall have two (2) forms of restraint. The valve and fittings shall have mechanical joints with EBAA Iron

MEGALUG products or approved equal, and either thrust blocks or tie rods. If tie-rods are approved, the tie-rods shall be in a “mid-span” configuration utilizing EBAA Iron products or approved equal.

C. Any line terminated as a construction phase that is a known future extension, shall have a valve placed at the end, and restrained with EBAA Iron MEGALUG products or approved equal to the last two (2) pipe joints.

D. Flex-Ring Restrained Joint Ductile Iron pipe supplied by American Cast Iron Pipe Company (ACIPCO)and TR Flex Restrained Joint Ductile Iron pipe supplied by U.S. Pipe & Foundry, LLC may be used as approved by the Project Manager and Engineer. Self restraining push-on gaskets are allowed for Jack & Bore applications only as approved by the Project Manager and Engineer.

2.8 MISCELLANEOUS

A. For installation of pipe segments and/or structures where moderate to significant root intrusion could be a factor, the Contractor shall furnish and install BioBarrier (or approved equal) as a root barrier as directed by the Project Manager and Engineer. Furnishing and installing a BioBarrier is considered as an incidental cost.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that trench cut is ready to receive Work as required by this Section and excavations, dimensions, and elevations are as indicated on project construction drawings.

3.2 PREPARATION

A. Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs.

B. Remove scale and dirt on inside and outside before assembly.

C. Prepare pipe connections to equipment with flanges or unions.

3.3 INSTALLATION - PIPE SYSTEM

A. Installation:

1. Installation of pipe and associated fittings shall be in accordance with current AWWA and NSF specifications, and manufacturer's requirements for their particular products. All mains shall have a 36" clear cover to finished grade (keeping in mind the project’s swale requirements) with pipe being as level as possible. Any variance will require approval by the Project Manager.

2. Changes in pipe alignment may be accomplished using appropriate fittings or through pipe deflection. Pipe deflection at the joint is allowed with ductile iron pipe only and shall not exceed 75% of the manufacturer's recommended maximum joint deflection.

   3M Full-Range Markers are required at all fittings and valves. Regardless of pipeline or pipeline component depth, the full-range markers shall be installed no deeper than 8 feet and shall be directly over the fitting or adjacent to the valve.

3. All pipe shall be laid in trenches having a dry and stable bottom. Backfill shall be free of boulders and debris. Pipe shall be fully supported along its entire length. Sharp or rocky material encountered in the base shall be replaced
   with proper bedding. Pipe shall be laid on line and grade as designed.

4. All valves (gate, butterfly, air release, etc.) shall be placed according to plans unless relocation is approved by the Project Manager. As-built drawings shall reflect the actual location of all mains and valves.

   In all instances, effectiveness of placement shall be primary criteria in determining valve location. Valves placed in curbs will not be accepted. For force mains, all valves boxes require lids be marked as "Sewer" and painted GREEN.

5. All road crossings, pavement cuttings and restoration shall be in accordance with the requirements of the City or Palm Beach County (if project is located in their jurisdiction but within the Department's service area).

6. At certain locations restrained joints shall be used in accordance with the details shown on the project construction drawings. Restrained joints shall be special restrained push-on joint with the approved pipe material MEGLUGS (or approved equal). Selection of MEGALUG mechanical joint restraints shall be in accordance with the manufacturer’s requirements.

7. Self restraining push-on gaskets may be used for Jack & Bore installations only where specifically approved by the Project Manager and Engineer.

8. Clearance of 18" or one pipe diameter, whichever is greater, shall be

maintained between all fittings (bells, valves, flanges, etc.).

3.4 CONNECTION TO EXISTING SYSTEM:

A. All connections to existing force mains shall be made under the direct supervision of the Project Manager. Valves on existing force mains shall be operated by Department personnel or under direct supervision by the Project Manager.

B. Prior to connection, the contractor shall verify the structural integrity of the pipeline to be tapped or cut by means of a non-destructive evaluation technique (i.e. ultrasonic). Findings shall be reported and delivered to the Project Manager and Engineer for confirmation of the proposed connection location.

C. All pipe coupons from tapping sleeve tie-ins shall be saved, labeled and dated by the Contractor and transmitted to the Project Manager.

D. Tapping sleeve and valve shall be pressure tested prior to tapping. If service must be cut off to existing customers, the Project Manager must have seven (7) days notice to make necessary notifications. The Contractor may be required to assist in notifications. In this event, Contractor shall be ready to proceed with as much material pre-assembled as possible at the site to minimize the length of service interruption.

The Project Manager will postpone a service cut-off if the contractor is not ready to proceed on schedule. Such connections may be made at night to minimize effects. No customer should be without service for more than six (6) hours.

3.5 CLEANING AND FLUSHING (DOMESTIC WATER):

A. Upon completion of pipe installation, for any section, perform canon flushing and pigging / swabbing in accordance with the detail shown on the project construction drawings. Project Manager and Engineer must observe the pig / swab being inserted in the line and the flushing operation.

3.6 TESTING

A. Pressure:

1. Prior to conducting the official pressure test, to be witnessed by the Project Manager and Engineer, the Contractor shall conduct and document a preliminary pressure test meeting all of the following requirements.

2. All force mains shall be pressure tested. Potable water shall be supplied to the main and pumped to the required pressure of 150 psi. The force main being tested shall be separated from the supply line or isolated by a double valve arrangement.

Allowable leakage shall be one-half of that as determined by the following formula:

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

L = Allowable leakage (gallon per hour)
S = Length of pipe (feet)
D = Nominal diameter of pipe (inches)
P = Average test pressure (PSIG)

3. The maximum length of line to be tested as one section will be 2,000 feet. The standard test duration is two (2) hours.

END OF SECTION

SECTION 02538 – SANITARY SEWER SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittals

B. Products

C. Precast Manholes

D. Sewer Laterals

E. Bedding

F. Installation

G. Inspection and Testing

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01700 – Contract Closeout

C. Section 02060 – Aggregate Materials

D. Section 02082 – Public Manholes and Structures

E. Section 02320 – Trenching and Excavation

F. Section 02322 – Dewatering and Drainage

G. Section 02324 – Backfill

H. Section 02740 – Subgrade, Base Course and Asphalt

I. Section 03300 - Cast-in-Place Concrete

1.3 REFERENCES

A. ASTM C14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe

B. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

C. ASTM C443 - Standard Specifications for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets

D. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings

E. ASTM A746 - Standard Specification for Ductile Iron Gravity Sewer Pipe

F. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings

G. ASTM D1785 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 120

H. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 – MEASUREMENT AND PAYMENT

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline or swale development.

1.5 SUBMITTALS

A. Reinforcing steel, manhole locations, inlet locations, elevations, pipe, conduit, and any weir control structures, sizes and elevations of penetrations.

B. Submit shop drawings for the following:

1. Precast Manhole (including reinforcing and joint), including Frame and Cover.

2. Precast Junction Box and conflict structure.

C. Submit for the various types of pipe and fittings will be specified in the in Part 2 PRODUCTS below.

1.6 PROJECT RECORD DOCUMENTS

A. Refer to Section SC01700 CONTRACT CLOSEOUT and SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

1.7 REGULATORY REQUIREMENTS

A. Conform to applicable Palm Beach County Health Department rules for installation of the Work of this section.

1.8 FIELD MEASUREMENTS

A. Verify that field measurements and elevations are as indicated.

PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 SEWER PIPE MATERIALS

A. Polyvinyl Chloride (PVC) Pipe

1. C-900 SDR-18

B. Polyvinyl Chloride (PVC) Pipe Fittings

C. DUCTILE IRON PIPE

1. For Underground Installation:

a. In general, thickness class shall be Class 350. Ductile iron pipe shall conform to ANSI A21.51. Pipe shall have a wall thickness designed in compliance with ANSI A21.50, "American National Standard for the Thickness Design of Ductile Iron Pipe". Earth loads to be taken from the standard tables in the manual based on a minimum 150 psi working pressure, trench condition 2, width d + (2 feet) and depth of cover as shown on the profile drawings.

b. Generally, joints for ductile iron pipe shall be push-on or mechanical type designed in accordance with ANSI A21.11 (AWWA C111) or ANSI A21.53 (AWWA C153). Joint lubrication shall be as furnished by the manufacturer.

c. At certain locations restrained joints shall be used in accordance with the details on the project construction drawings as approved by the Project Manager and Engineer.

d. Flex-Ring Restrained Joint Ductile Iron pipe supplied by American Cast Iron Pipe Company (ACIPCO)and TR Flex Restrained Joint Ductile Iron pipe supplied by U.S. Pipe & Foundry, LLC may be used as approved by the Project Manager and Engineer.

2. Fittings for ductile iron pipe shall be manufactured of ductile iron and shall conform to the requirements of ANSI A21.10 (AWWA C110) or ANSI A21.53 (AWWA C153). Fittings shall be compatible with the pipe and designed for 250 psi working pressure. The lining of the fittings shall be as specified for the pipe. Joints for fittings 16-inches in diameter and under shall be mechanical joint, except above ground fittings shown on the drawings, shall be flanged. Joints for fittings 18-inches in diameter and above shall be restrained type in accordance with the schedule shown on the Standard Detail Drawing. Gaskets for the flanged joints shall be "Tourseal, TM" or approved equal.

3. Lining:

a. Smaller than 4-inches: The interior of ductile iron pipe and fittings 4-inches and smaller, shall be lined with a two-component coal tar epoxy. The lining shall be resistant to fatty oils, detergents, sewage generated hydrogen sulfide, and liquids in a pH range of 1-14. The lining shall be guaranteed against peeling. Lining shall meet the requirements of U.S. Corps of Engineers Specification C-200. Lining shall be applied to a thickness of at least 40 mils, tapering at the pipe ends where it shall be brushed on to at least a 10 mil thickness in the last 2-inches.

b. 4-inches and larger: The interior of ductile iron pipe and fittings 4-inches and larger shall be ceramic epoxy lined (millage to be according to manufacturer specification) Ductile Iron Pipe (DIP). The epoxy coating shall cover the inner surface of the pipe extending from the plain or beveled end to the rear of the gasket socket.

4. Exterior Finish:

a. For underground installation pipe and fittings shall have the standard bituminous coat on the exterior.

5. Corrosion Protection:

a. For protection against corrosive soils in those areas designated by the Project Manager and Engineer, ductile iron pipe and fittings shall additionally be enclosed in a polyethylene sheet or tube and each length joined with 2-inch wide polyethylene adhesive tape. The sheet or tube shall be made from polyethylene resin meeting the requirements of ASTM D1248 and shall be Type I, Class C, Category 5, Grade J-3 with minimum carbon black content of 2.5% and 8 mils thickness. The sheet or tube shall

be in accordance with the provisions of ANSI A21.5 (AWWA C105). Methods shall be such as to minimize danger to the sheet also be used to repair tears or punctures.

b. Installation of polyethylene encasement shall be in accordance with ANSI A21.5.

D. DIP shall be required in the following circumstances:

1. Anytime a wastewater line passes under any other pipe with less than 12" clearance. (No joint within 10 feet of crossing potable/reclaimed water lines).

2. When a wastewater line passes over any potable/reclaimed water main regardless of separation and over the pipe with less than 12" clearance (No joint within 10 feet of crossing potable/reclaimed water lines).

3. When there is less than four (4) feet from finish surface to the invert of the pipe. Four and one half (4.5) feet to invert shall be the standard design depth. Less depth will not be accepted unless it is unavoidable and has prior approval from the Project Manger and Engineer.

4. Any time the wastewater line is separated horizontally (wall to wall) from a potable water main by less than six (6) feet or reclaimed water main by less than three (3) feet.

5. The last run of pipe into a wet well.

6. Inside bore & jack casings (with mechanical / restrained joint).

2.3 PRECAST MANHOLES

A. MANHOLES

1. Materials

a. Concrete: 4,000 psi

b. Reinforcement:

i. All reinforcement shall be A.S.T.M A615, Grade 60 or 65 ksi welded wire fabric, either smooth or deformed.

ii. Except when ACI hooks are specifically required, reinforcement top and slab shall be straight embedment.

iii. All steel bars shall have 1-1/2" minimum cover unless otherwise shown except for precast circular units manufactured under ASTM C-76 or ASTM C-478. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.

c. Flexible Gasket: Ram Neck Seal

d. Sanitary Sewer Manhole Coatings:

iv. Interior Coating: Manhole interior protection shall consist of the following approved processes: ThoRoc, Mainstay, Sewpercoat, Strong Seal or Refratta HAC 100 coating applied in the field.AGRU Sure-Grip or CHEM-REX ThoRoc.

v. Exterior Coating: CARBOLINE (Koppers) Bitumastic 300M Outside Structure: 1st coat red, 2nd coat black. Minimum thickness is 12 – 15 mils per coat or per manufacturer's recommendations.

e. Manhole Brick: ASTM C32-73, Grade MA, 3-hole.

f. Masonry Mortar: ASTM C270-82, Type M - Type II Cement.

g. Manhole Frame and Cover: Traffic rated, conforming to U.S. Foundry No. 230-AB-M or approved equal.

h. Manhole frames and covers shall be the Utility Department Standard as shown on the project construction drawings and of such quality and composition as will make the metal of the casing strong and tough and of even grain. They shall be smooth, free from scale, lumps, blisters and sand holes. No plugging or filling will be allowed. The words "SANITARY SEWER" shall be cast in the cover so as to be plainly visible. Frames and covers shall have a protective coating of black paint. All covers shall have a non-penetrating or concealed type pick hole.

2. Construction

a. Manholes shall be constructed of precast reinforced concrete. Reinforcing for the base section and top shall be as shown on the drawings. Reinforcing for the wall sections shall be as specified in ASTM C478 and shall extend into the tongue and groove of the joints. There shall be a #4 continuous rebar hoop around openings. The base shall be monolithic with the first wall section using a water stop between base and first wall section.

b. Water stop shall be manhole manufacturer's standard. If the manufacturer does not have a standard, use a 4-inch wide, #10 gauge steel sheet, welded continuous through the joint.

c. Joints shall be tongue and groove suitable for flexible Ram Neck seal gasket.

d. Lifting hooks shall be used throughout. Lift holes will not be allowed.

e. Components of the manhole shall be free of fractures, cracks, and undue roughness. Concrete shall be free of defects, which indicate improper mixing or placing, and surface defects such as honeycomb or spalling. The Owner reserves the right to inspect manholes at the factory.

2.4 SEWER LATERALS AND CLEANOUTS

A. PVC: Refer to the details on the project construction drawings.

2.5 MISCELLANEOUS

A. Electronic Marking System (EMS) full-range markers shall be by 3M. Full-range markers shall be green for wastewater. The Contractor shall install the full-range markers in accordance with the manufacturer's and City's standards. The full-range markers shall be placed at the following locations:

1. Fittings, bends, reducers, tees, crosses, deflections, valves, and air release valves (ARV).

B. The installation of the full-range markers shall be field verified by the Project Manager and Engineer prior to the certification of the work.

C. The installation of the pipe segments and/or structures, where moderate to significant root intrusion could be a factor, the Contractor shall furnish and install Biobarrier (or approved equal) as a root barrier as directed by the Project Manager and Engineer. Furnishing and installing the BioBarrier is considered to be an incidental cost.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that trench cut is ready to receive Work as required by this Section and excavations, dimensions, and elevations are as indicated on project construction drawings.

3.2 BEDDING

A. Excavate pipe trench in accordance with Section 02320 TRENCHING AND EXCAVATION for work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated. Correct over excavation with fine aggregate.

B. Place bedding material at trench bottom, level materials in continuous layer not exceeding 6 inches compacted depth, compact to 98 percent modified proctor.

C. Backfill around sides and to top of pipe with cover fill, tamp in place and compact to 98 percent modified proctor for 0ne (1) foot above the top of pipe. Once this elevation has been achieved continue backfilling in accordance with Section 02324 BACKFILL.

3.3 INSTALLATION

A. Pipe Installation:

1. Gravity wastewater lines shall be laid accurately to both line and grade. The Project Manager will generally not accept any line laid with a slope varying by more than 10% of its design slope especially for lines laid at minimum gradients. For specific instance the minimum acceptable slope of an 8" line shall be 0.40% if the design called for 0.44%. The design slope shall be 0.40% for replacement of existing lines, but in no case shall a replacement line slope be less than the existing slope. The Project Manager reserves the right to independently verify questionable survey results.

2. Visible leakage deflections, horizontal misalignment, significant bowing, non-constant slopes between manholes and sagging joints shall each be grounds for rejection of lines. Certified verification by televising of line will be required by the Project Manager.

3. The minimum design depth of a PVC gravity wastewater line shall be 4.5 feet to invert. DIP shall be placed for all

lengths with less than 4.5 feet to invert in cases where this cannot be met and prior approval is obtained.

4. Trenches and excavations shall be kept dry while work is in progress. The contractor shall be responsible to ensure that all safety requirements are met. Unsuitable excavated material such as boulders, logs, and other deleterious material shall be removed from the site. The pipe barrel shall be uniformly supported along its entire length on undisturbed soil or bedding material. Proper bedding shall be supplied if the existing material includes rock, organic material, or other sharp or unsuitable material.

5. By-passing of sewage during construction shall be minimized. Wherever it is required to connect to existing facilities or test new treatment facilities after flows have been accepted, the work or tests shall be planned and scheduled so as to allow little or no bypassing of sewage. Such plans and schedule shall be submitted to the Engineer for approval by the proper authority before any bypassing takes place. The Contractor shall NOT intentionally discharge any wastewater into an unlined open trench during repairs or tie-in operations.

6. Where connecting to existing lines, it shall be done at such a time in such a manner to cause the least amount of interruption to the customer services and the handling of any "wet sewers" shall be in accordance with the regulations of the Palm Beach County Health Department.

B. Manhole Installation:

1. Excavations for manholes and other structures shall be over-excavated and plastic filter fabric (Geotextile) of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation. The rock support bed shall be 12-inch thick (or as specified on the project construction drawings) FDOT 57 rock and shall be placed prior to installing the structure. Manholes shall be set according to project construction drawings and shall be precast in accordance with approved shop drawings, specification detail and project construction drawings for this project. The manhole invert shall be carefully shaped to conform to the pipe flow channel. Flow channels within the manholes involving changes of direction or slide slopes shall smoothly direct the flow in accordance with detail drawings. All concrete irregularities shall be plastered with cement mortar in such a manner as to give neat and water-tight job. Manholes shall be core-drilled to provide pipe opening when precast hole is not available.

2. "Ram-nek" or equivalent shall be used at all riser joints. Structures with any leakage will not be accepted.

3. Brick used for risers, setting frames, and covers shall be 3-hole brick.

C. INSTALLATION OF CONDUIT INTO INLET / STRUCTURE

1. The diameter for the pipe opening shall be 6 inches larger than the outside diameter of the pipe. The pipe shall penetrate the interior wall of the structure a minimum of 2-inches and shall be centered in the opening. After pipe is set, the annular space around the outside of the pipe and the wall of the structure shall be filled with a minimum of one (1) course of 3-hole brick and cement mortar or approved grout mix.

D. Service Lateral Installation

1. Service lines shall be connected to the sewer lines by means of a wye fitting with a branch as shown on the standard drawings. The branch of the wye fitting will be elevated as directed depending on the depth of the sewer and the elevation of the property to be served. Eighth bends shall be used to connect the service line at the wye branch. Service lines shall be installed at such grades as will adequately serve the properties.

2. Service lines shall extend from the sewer main to the property line and be reconnected to the existing building sewer line unless otherwise shown. Service lines shall be 6-inches with adaptors or reducers as required to make the tie in connection.

3. Changes in pipe alignment may be accomplished using appropriate fittings or through pipe deflection. Pipe deflection at the joint is allowed with ductile iron pipe only and shall not exceed 75% of the manufacturer's recommended maximum joint deflection.

E. Cleanouts

1. Material to be the same as service line. Configuration to be shown on the project construction drawings. Cleanouts that must be installed in traffic bearing areas require the approval of the Project Manager and Engineer on a case-by-case basis.

When this configuration is approved, cleanouts shall be installed in “mini-manholes”.

2. Establish elevations and pipe inverts for cleanout wye inline connection before installation.

3. All road crossings and pavement cuttings shall be in accordance with the requirements of the City or Palm Beach County (if the project is located in their jurisdiction and within the Department's service area).

3.4 INSPECTION AND TESTING

A. VISUAL INSPECTION:

1. Test for Displacement of Sewers: Sewer mains will be checked by Engineer to determine whether any displacement of pipe has occurred, after trench has been backfilled to 2 feet above pipe and tamped as specified. Light will be flashed between manholes, or, if manholes have not as yet been constructed, between locations of manholes, by means of flashlight or by reflecting sunlight with a mirror. If illuminated interior of pipelines show poor alignment, displaced pipe, or any other defects, remedy as determined by the Engineer, the Contractor shall remedy at their expense.

2. Watertight Construction: It is imperative that all sewers and force mains, manholes, and service connections be built watertight and that the Contractor adhere rigidly to the specifications for material and workmanship. All of the sewage will be pumped for treatment and special care and
3. attention must be given to securing watertight construction.

B. STATIC HEAD PRESSURE TEST:

1. Contractor shall test all sewer lines for infiltration/exfiltration using a static-head pressure test. The maximum allowable leakage shall not exceed 200-gallons/inch pipe diameter per mile per 24-hour period. Once a system or system segment has passed the static head pressure test, the Contractor shall generate a Test Report, signed by the Contractor and Project Manager, for inclusion in the Project Record Documents.

C. Final Inspection:

1. Inspection: Contractor shall clean and perform a T. V. inspection with video tape or DVD recording and log of the sewer line. All repairs shown necessary by the T. V. inspection are to be made, all deposits removed and the sewers left true to line and grade, clean and ready for use.

All inspection costs shall be paid for by the Contractor.

END OF SECTION

SECTION 02630 – STORM DRAINAGE

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02630) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 400 - Concrete Structures
- Section 425 - Inlets, Manholes, and Junction Boxes
- Section 430 - Pipe Culverts and Storm Sewers
- Section 435 - Structural Plate Pipe and Pipe Arch Culverts
- Section 440 – Underdrains
- Section 901 – Course Aggregate

In the event that this technical specification (02630) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Unit Price – Measurement and Payment

B. Products

C. Exfiltration Trench

D. Installation

E. Inspection and Testing

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02300 – Earthwork

F. Section 02060 – Aggregate Materials

G. Section 02082 – Public Manholes and Structures

H. Section 02320 – Trenching and Excavation

I. Section 02322 – Dewatering and Drainage

J. Section 02324 - Backfill

K. Section 02371 - Riprap and Rock Lining

L. Section 02740 – Subgrade, Base Course and Asphalt

M. Section 03300 - Cast-in-Place Concrete

1.3 REFERENCES

A. Florida DOT Standard Specifications for Road and Bridge Construction cited at the beginning of this section.

B. AASHTO MP6, ASTM D2412, and/or AASHTO M294 Type S, or M252 Polyethylene piping

C. AASHTO M196 – Standard Specification for Corrugated Aluminum Alloy Culverts and Underdrains

D. ASTM A444/A444M Steel Sheet, Zinc Coated (Galvanized) by the Hot Dip Process for Storm Sewer and Drainage Pipe

E. ASTM C14 - Standard Specifications for Concrete Sewer, storm Drain, and Culvert Pipe

F. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

G. ASTM C443 - Standard Specifications for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 MEASUREMENT AND PAYMENT

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline or swale development.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Inlets / Structures – Refer to Section 02082 PUBLIC MANHOLES AND STRUCTURES.

B. Submit per Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES shop and manufacturer's drawings and catalog cut sheets for the various pipe, fittings and gaskets as well as FDOT No. 4 and FDOT No. 57 stone and geotextile as identified in Part 2 PRODUCTS below.

1.6 SUBMITTALS FOR PROJECT CLOSEOUT

A. Refer to Section SC01700 CONTRACT CLOSEOUT and SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 INLETS, JUNCTION BOXES, MANHOLES and CONFLICT STRUCTURES

A. Refer to Section 02082 PUBLIC MANHOLES AND STRUCTURES.

2.3 Reinforced Concrete Pipe (RCP): The pipe shall conform with the requirements of Table III of ASTM C-76-82b, and to the FDOT Specifications, 2010, Section 430. Bell and spigot with round rubber gasket shall be required. Fittings for RCP shall be of the same strength as the adjoining pipe; tongue-and-groove gasketed joints shall comply with ASTM C-443.

2.4 Corrugated Metal Pipe (CMP): The pipe shall conform to the requirements of AASHTO M-196 with bituminous coating, and with the FDOT Specifications, 2010, Section 943. If aluminum pipe is used (ALCMP), the pipe shall conform with the requirements of AASHTO M-196 and to the FDOT Specifications, 2010, Section 945.

Installation of Corrugated Metal Pipe: All joints on storm sewer pipe shall be made up with either 1/2" neoprene or 1/4" strip sealant gasketed material. All bands shall have the same corrugated design as the pipe. Width of the bands shall be as follows: 12" up to 48" diameter pipe, 24" over 48" diameter pipe.

2.5 High Density Polyethylene Pipe (HDPE): Provide high-density polyethylene smooth interior pipe with annular exterior corrugation. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated. For systems identified as “water tight”, special pipe-to-structure water-stop gaskets are required and must be included in the applicable shop drawing package.

All materials shall comply with AASHTO MP-6, ASTM D 2412, and/or AASHTO M 294, Type S, or M 252. All pipe and fittings shall be as manufactured by Advance Drainage Systems, Inc., "HI-Q" as manufactured by Hancor, Inc., or as approved by the Project Manager.

2.6 EXFILTRATION TRENCH

A. The exfiltration trench (or drainfield) may use either slotted concrete pipe, perforated metal pipe or perforated PVC or HDPE pipe as the distribution conduit within the trench. All perforations / slots shall be in conformance with the applicable FDOT index. Perforated / slotted pipe shall terminate five (5) feet from the inlet / structure with the final five (5) feet of pipe being solid.

B. Trench rock shall be FDOT No. 4 stone washed . The trench shall be lined on all sides with a plastic filter fabric (Geotextile) and shall comply with FDOT Specifications.

1. FDOT No. 4 Stone (naturally occurring material)

a. FDOT No. 4 Stone, specified for exfiltration systems shall be purchased as a “washed” stone. Additionally, after being received on site, the material shall be thoroughly washed again to remove all fines adhearing to the gravels such that the product has not more than 1% by weight passing the US Standard No. 4 Sieve, and not more than 0.1% passing the US Standard No. 40 Sieve. The site stockpiles shall be monitored and tested to assure that the amount of fines is maintained at or below this threshold.

2. FDOT 57 Stone (naturally occurring material)

2.7 OUTFALLS

A. Construct cast-in-place or precast concrete as indicated on the project construction drawings, with reinforced headwall or mitered end section, apron, and tapered sides. Provide rip-rap as indicated to prevent washout from outfall discharge.

2.8 BEDDING AND COVER MATERIALS

A. Refer to Section 02324 BACKFILL

2.9 MISCELLANIOUS

A. The installation of the pipe segments and/or structures, where moderate to significant root intrusion could be a factor, the Contractor shall furnish and install Bio-Barrier (or approved equal) as a root barrier as directed by the Project Manager and Engineer. Furnishing and installing the BioBarrier is considered to be incidental to the cost.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that trench cut is ready to receive Work as required by this Section and excavations, dimensions, and elevations are as indicated on project construction drawings. Refer to Section 02320 TRENCHING AND EXCAVATION for trench widths.

3.2 INSTALLATION

A. Pipelines:

1. Gravity stormwater lines shall be laid accurately to both line and grade. The Project Manager will generally not accept any line laid with a slope varying by more than 15% of its design slope, especially for lines laid at minimum gradients where scouring velocity cannot be achieved. The Project Manager reserves the right to independently verify questionable as-built survey results. Visible leakage (unless designed for a percolation system), deflections, horizontal misalignment, vertical joint sagging shall be grounds for rejection of the storm lines.

2. As soon as the excavation is complete to normal grade of the bottom of the trench, granular material bedding shall be placed and graded to provide continuous support for the pipe. The pipe shall be laid accurately to the lines and grades indicated on the Drawings. Blocking under the pipe will not be permitted.

3. Pipe joints shall be wrapped with an overlapping layer of geotextile material.

4. Initial backfill shall be placed evenly on each side of the pipe in 6-in lifts and hand tools shall be used where needed to give firm continuous support for the pipe. For pipe diameters that are designated as 24-inch and greater, the initial backfill shall be placed in two (2) lifts to the spring-line of the pipe, each lift thoroughly compacted and density tested. The next section to be backfilled shall be to the top of the pipe, in two (2) lifts, thoroughly compacted and each lift density tested.

5. The final backfill to 3 feet above the pipe shall be placed in 1-ft layers and carefully compacted. The compaction shall be done evenly on each side of the pipe and motorized compaction equipment shall not be operated directly over the pipe until sufficient backfill has been placed to ensure that such compaction equipment will not have a damaging effect on the pipe.

6. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the backfill. Trench boxes, moveable sheeting, shoring or plates shall not be allowed to extend below top of the pipe. If trench boxes, moveable sheeting, shoring or plates have been installed below the top of the pipe, they shall be moved slowly taking care not to disturb pipe, bedding or backfill. As trench boxes, moveable sheeting, shoring or plates are moved, pipe backfill shall be placed to fill any voids created and the backfill shall be re-compacted and density tested to provide and confirm uniform side support for the pipe.

7. The minimum design depth and the minimum cover of a stormwater line shall be as shown on the project construction drawings. Project Manager prior approval shall be obtained if either of these minimums cannot be met.

8. Trenches and excavations shall be kept dry while work is in progress. The Contractor shall be responsible to ensure that all safety requirements are met. Unsuitable material such as boulders and logs shall be removed from the site. The pipe barrel shall be uniformly supported along its entire length on undisturbed soil or bedding material. Proper bedding shall be supplied if the existing material includes rock, organic material or other sharp or unsuitable material.

9. The backfill, compaction and density information provided above is a general narrative of the process, refer to Section 02324 BACKFILL for specific backfill, compaction and density testing procedures and requirements.

B. INLET / STRUCTURE INSTALLATION (STORMWATER)

1. Structures shall be set to the pipe grade firm and plumb in the location(s) shown on the project construction drawings. Excavations for inlets and other stormwater structures shall be over-excavated and plastic filter fabric (Geotextile), of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation, then place a 12 inch thick (or as specified on the project construction drawings) FDOT No. 4 or FDOT No. 57 stone support bed, wrap and overlap the geotextile and then install the structure. Joints shall be cleaned, primed and the required gasket or sealant applied as recommended by the manufacturer. Voids remaining in the joint shall be caulked with anhydrous cement grout on both the inside and outside to make a smooth watertight joint seal.

2. Structures shall be located along the center line of the swale and parallel to

the edge of roadway and/or sidewalk. In the event of a design "bust", final grate elevation shall be 0.10 of a foot lower that the adjacent final grade of the roadway or sidewalk, whichever is lower.

3. Backfill, compaction and density testing shall be in accordance with Section 02324 BACKFILL.

C. INSTALLATION OF CONDUIT INTO INLET / STRUCTURE

1. The diameter for the pipe opening shall be 6 inches larger than the outside diameter of the pipe. The pipe shall penetrate the interior wall of the structure a minimum of 2-inches and shall be centered in the opening. After pipe is set, the annular space around the outside of the pipe and the wall of the structure shall be filled with a minimum of one (1) course of 3-hole brick and cement mortar or approved grout mix. Drainage systems designated as water tight shall have approved gaskets and/or water-stop fittings at all pipe-to-structure joints.

2. If inlet / structure contains a weir or other water elevation control structure, the weir wall shall incorporate the bleed down orifice with the opening bottom set at the normal control elevation. The top of the weir wall shall be set at the design.

D. FRAMES AND COVERS

1. The manhole, inlet and structure frames and covers shall be set firmly in place with 3-hole brick and cement mortar so that the top of cover will be flush with the finished grade in paved areas (following the cross slope / slope of roadways and/or driveways) and 1" above the finished grade in unpaved areas, unless shown otherwise on the project construction drawings.

E. Swales shall be developed and/or improved as shown on the project construction drawings.

3.3 INSPECTION AND PIPE TESTING

A. Testing of all HDPE pipe shall be as follows:

1. Allowable Deflection Test

a. Pipe deflection measured not less than 45 days after the backfill has been completed as specified shall not exceed 5 percent of the pipe's base inside diameter as defined in AASHTO M-294 and as required by FDOT Section 430.

b. Deflection for pipe diameters 36 inches and less shall be measured with a rigid mandrel (Go/No-Go) device cylindrical in shape and constructed with evenly spaced arms or prongs. The dimensions of the mandrel will be field verified by the Engineer. The mandrel shall be hand-pulled through all pipelines. Mandrels used for large diameter pipe need to be modified to be installed within the dimensions of the manhole and manhole openings.

c. Any section of pipe not passing the mandrel shall be uncovered at no additional cost to the Owner and the bedding and backfill replaced to prevent excessive deflection. Repaired pipe shall be retested.

B. VISUAL INSPECTION:

1. Upon completion of the installations, the system shall be flushed thoroughly to remove dirt and other foreign matter.

2. Storm drainage conduits shall be internally inspected by any combination of the following methods, i.e., confined space entry and physical measurements taken or lamping. The Contractor shall be responsible for providing all necessary actions and equipment for confined space entry. If the internal inspection shows poor pipe alignment, deflected, deformed or displaced pipe, or any other defects, the Contractor at their expense shall correct these defects.

3. At the Project Manager's discretion, portions of or the entire system may be televised by the Utilities Department. If the televised pipelines show poor alignment, deflected, deformed or displaced pipe or any other defects, the Contractor at their expense shall correct these defects.

4. Upon completion of the storm water improvements and corresponding roadway, under the observation of the Project Manager, the Contractor shall utilize either their water truck or City fire hydrants (with Contractor's temporary water meter installed) to thoroughly flood the roadway to verify drainage flow lines.

Correction of incorrect flow lines (not corresponding to the grades and lines shown on the construction plans) and any birdbaths is the responsibility of the Contractor (at their expense).

END OF SECTION

SECTION 02668 – VALVES AND APPURTENANCES

PART 1 – GENERAL

NOTE: THIS SPECIFICATION IS TO BE REVIEWED AND REVISED AS APPROPRIATE BY THE CITY'S DESIGN PROFESSIONAL FOR THE SPECIFIC PROJECT.

1.1 PERFORMANCE

A. Section generally defines Contractors responsibilities unless otherwise indicated, for the following:

1. Gate Valves
2. Butterfly Valves
3. Air Release Valves
4. Valve Boxes

1.2 RELATED SECTIONS

A. All of Division 1.

B. Section 02320 – Trenching and Excavation.

C. Section 02324 – Backfill.

D. Section 02446 – Directional Drilling and Pipe Sleeves

E. Section 02513 – Public Water & Reclaimed Water Distribution Systems

F. Section 02536 – Force Mains

1.3 REFERENCES

A. ANSI/AWWA C104/A21.4 (Latest Revision) - Cement mortar lining for ductile iron pipe and fittings for water and reclaimed water.

B. ANSI/AWWA C110/A21.10 (Latest Revision) - Ductile iron and grey iron fittings 3 inch through 48 inch for water and other liquids.

C. ANSI/AWWA C111/A21.11 (Latest Revision) - Rubber gasket joints for ductile iron and grey iron pressure pipe and fittings.

D. ANSI/AWWA C600 (Latest Revision) - Installation of ductile iron water mains and appurtenances.

E. ANSI/AWWA C153/A21.53 (Latest Revision) – Ductile Iron Compact Fittings for Water and Reclaimed Services.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Gate Valves:

1. Gate valves, unless otherwise specified or approved, shall be ductile iron body, resilient seat gate valves with mechanical joints conforming to the AWWA standard specifications for gate valves for ordinary water works service, designation C509, in so far as applicable.

2. Gate valves shall be as manufactured by Mueller, American or approved equal.

3. Buried gate valves shall be non-rising stem type with 2 inch square cast iron wrench nuts.

4. Face to face dimension shall conform to ANSI standard face to face and end to end dimensions of ferrous valves, (ANSI B16.10) for 125-pound cast-iron valves.

5. Hand wheels or chain wheels shall be turned counter clockwise to open the valves. Hand wheels shall be of ample size and shall have an arrow and the word "open" cast thereon to indicate the direction of opening.

6. Stuffing box follower bolts shall be of brass and the nuts shall be of bronze.

7. Where required, gate valves shall be provided with a box cast in a slab and a box cover.

8. Box cover opening shall be for valve stem and nut. Valve wrenches and extension stems shall be provided by the manufacturer to actuate the valves.

B. Butterfly Valves:

1. Butterfly valves for water working pressures up to 150 psi shall conform to ANSI/AWWA C504 – Rubber Seated Butterfly Valves, subject to the following requirements. Valves shall be of the size and class indicated and, unless otherwise shown, shall be short-bodied. Flanged valves for interior and exposed piping shall have ANSI 125-lb flanges. Valves for buried services shall have mechanical join body design. Shaft seals shall be designed for use with standard split-V type packing, or other acceptable seal. The interior passage of butterfly valves shall not have any obstructions or stops. The seats shall be positively clamped or bonded into the disc or body of the valve, but cartridge-type seats which rely on a high coefficient of friction for retention shall not be acceptable

2. Manual Actuators: Unless otherwise indicated, all manually-actuated butterfly valves shall be equipped with a 2-inch square actuating nut. Screw-type (traveling nut) actuators will not be

permitted for valves 30-inches in diameter and larger.

3. Worm Gear Actuators: Valves 30-inches and larger, as well as all submerged and buried valves, shall be equipped with worm-gear actuators, lubricated and sealed to prevent entry of dirt or water into the housing.

4. Manufacturers, or Approved Equal shall be per Handbook Exhibit “D”:

5. All exposed butterfly valves shall be installed with a means of removing the complete valve assembly without dismantling the valve or operator.

C. Air Release Valves:

1. The air release valves shall be installed as shown on the drawings and shall be the automatic type.

2. Air release valves shall have a cast iron body, cover and baffle, stainless steel float, bronze water diffuser Buna-N or Viton seat and stainless steel trim.

3. Air release valves shall be provided with a vacuum check to prevent air from re-entering the line.

4. Air release valve fittings shall be threaded.

5. Air release valves shall be per Handbook Exhibit “D”.

6. Air release valve manholes shall be precast concrete and shall conform to ASTM C478 and ASTM C-76, latest revision, Class II, Wall B, Type II Portland Cement, 4,000 psi. Steel reinforcing shall conform to ASTM A 185. Walls shall be 8” minimum. Manholes shall have a minimum 7 day cure time prior to delivery. Any visible reinforcing or honeycombing shall be cause for rejection. The base slab and first ring of the manhole shall be cast monolithically. The minimum diameter of the MH shall be 48” with a 22-¼” frame and cover. The interior of the MH shall be coated with the high solids epoxy compound REZCLAD 125S in strict accordance with the manufacturer's instructions. The exterior of the MH shall be coated with two coats of an approved coal tar epoxy (Koppers 300-M or approved equal). The frame shall have a 30” opening. The cover shall be two piece and shall have the words “POTABLE WATER ARV”, “RECLAIMED WATER ARV” or “FORCE MAIN ARV” (as appropriate) cast into it. Cover and frame shall be US Foundry & Mfg. Corp. Model # 690-AG-M or approved equal. For offset air release valves and/or tangential offset air/vacuum combination valves manholes, use 32” diameter safetely ventilated hinged manhole cover by PAMREX or approved equal.

D. Valve Boxes:

1. All buried valves shall have cast iron two piece valve boxes with cast iron covers.

2. Valve boxes shall be provided with suitable heavy bonnets and will extend to an elevation at or slightly above the finished grade surface as directed by the Engineer.

3. The barrel shall be one or two piece, screw type, having a 5-1/4 inch shaft diameter.

4. Covers shall have “Water”, “Reuse” or "Sewer" cast into the top and shall be painted the corresponding color (blue, pantone purple or green) for the pipe commodity that they are for.

5. All valves shall have actuating nuts extended to within six inches of the top of valve box cover.

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 02730 – MILLING OF EXISTING ASPHALT PAYMENT

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02730) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 327 – Milling of Existing Asphalt Pavement

In the event that this technical specification (02730) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SCOPE

The work specified in this Section consists of removing existing asphaltic concrete pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.

When milling to improve rideability, an average depth of cut will be specified in the plans.

Unless otherwise specified, the milled material becomes the property of the Contractor.

1.2 REFERENCES

Florida Department of Transportation - Standard Specifications for Road and Bridge Construction (Latest Edition).

PART 2 EQUIPMENT

2.1 MILLING MACHINE

The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified in the plans and specifications. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be six feet.

The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

When milling to lower the grade adjacent to existing curb or other areas where it impractical to use the above described equipment, the use of a smaller milling machine will be permitted.

The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation. For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Engineer.

PART 3 EXECUTION

3.1 CONSTRUCTION

When milling to improve rideability, the existing pavement shall be removed to the average depth specified in the plans, in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Project Engineer may require the use of a stringline to ensure maintaining the proper alignment.

The contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut. The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.

Sweeping of the milled surface with a power broom will be required prior to placing asphaltic concrete.

In urban and other sensitive areas where dust would cause a serious problem, the Contractor shall use a street sweeper (using water) or other equipment capable of removing and controlling dust. Approval of the use of such equipment is contingent upon its demonstrated ability to do the work.

To prevent, to the greatest extent practicable, the infiltration of milled material into the storm sewer system when the milling operation is within the limits of and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping operation shall be performed immediately after the milling operations or as directly by the Engineer.

END OF SECTION

SECTION 02734 – FLOW BYPASS PUMPING

PART 1 – GENERAL

1.1 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Society for Testing and Materials (ASTM): D3350-84, Polyethylene Plastics, Pipe and Fittings Materials.

1.2 SYSTEM DESCRIPTION

A. Performance Requirements:

1. It is essential to the operation of the existing sewerage system that there be no interruption in the flow of sewage throughout the duration of the Project. Provide, maintain, and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and backup units as required), conduits, and all necessary power to intercept the sewage flow before it reaches the point where it would interfere with the Work, carry it past the Work, and return it to the existing sewer downstream of the Work.

2. Design, install, and operate the temporary pumping system.

3. Convey the sewage safely past this Work area. Do not stop or impede the main flows under any circumstances.

4. Maintain sewer flow around the Work area in a manner that will not cause surcharging of sewers, damage to sewers, and that will protect public and private property from damage and flooding.

5. Protect water resources, wetlands, and other natural resources.

6. Provide 24 hour/day, 7 days/week monitoring of the bypass pumping system with immediate notification to the Contractor and OWNER of any pumping system problems, and field response by Contractor to correct issues within 1 hr. of notification of a problem.

B. Design Requirements:

1. Provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping, to ensure that the total flow of the sewer and service connections can be safely diverted around the section to be replaced. Bypass pumping system will be required to be operated 24 hours per day 7 days per week, including holidays during bypass pumping operation. The system operating pressure shall be as required to pump into the system.
.

2. Install one bypass pump at each pump station or manhole to be bypassed, as required. There shall be one back-up pump ready for immediate use in the event of an emergency or breakdown of any of the pumps. Each pumping location shall have provisions for immediate installation of a redundant pump without shutting the system down.

3. Single discharge piping shall be provided for all bypass pumping operations. Each individual discharge pipeline shall be of adequate size to convey the required flow for the system's normal operating pumps.

4. Provide adequate enclosure around all bypass pumping equipment.

5. To minimize odors, install the discharge piping to within 2 feet of the manhole bottom and provide lockable security covers with an inspection door over all suction and discharge manholes. Covers can be made of ¾-inch plywood, securely fastened over the manholes.

6. Maintain onsite portable lights for emergency use only.

7. Discharge must have an isolation valve and a check valve.

8. Pump station cleanouts shall not be used for bypass pumping.

1.3 SUBMITTALS

A. Shop Drawings: Detailed plans and descriptions outlining all provisions and precautions regarding the handling of existing wastewater flows. This plan must be specific and complete including such items as schedules, locations, elevations, capacities of equipment, materials and all other incidental items necessary and/or required to ensure proper protection of the facilities, including protection of public and private property from damage and flooding by surcharging of sewers. The plan must be approved by the OWNER and ENGINEER a minimum of 72 hours prior to the start of by-pass operations. The plan shall include, but not be limited to, details of the following:

1. Staging areas for pumps.

2. Sewer plugging method and types of plugs.

3. Size, material, location and method of installation of suction piping.

4. Size, material, method of installation and location of installation of discharge piping.

5. Bypass pump sizes, capacity, and power requirements.

6. Calculations of static lift, friction losses, and flow velocity (pump curves showing pump operating range shall be submitted).

7. Standby power generator size, location.

8. Downstream discharge plan.

9. Method of protecting discharge manholes or structures from surface water infiltration, erosion, and damage.

10. Thrust and restraint block sizes and locations.

11. Sections showing any suction and discharge pipe depth, embedment, select fill and special backfill where required.

12. Method of noise control for each pump and/or generator.

13. Any temporary pipe supports and anchoring required.

14. Plans for access to bypass pumping locations.

15. Calculations for selection of bypass pumping pipe size.

16. Schedule for installation of and maintenance of bypass pumping lines.

17. Plan indication selected location of bypass pumping line and air valve locations.

18. Inventory of disinfection materials in case of spillage.

19. Description of 24 hr/day, 7 days/week monitoring system and immediate notification to Contractor and OWNER of any pumping system problems.

20. Description of procedures to be used for field response by Contractor to correct issues within 1 hr. of notification of a problem.

21. Locations of all existing utilities.

22. Pre-construction photos and video of the by-pass project area.

B. Quality Control Submittals:

1. Certification of vendor's compliance with qualifications included in Article QUALITY ASSURANCE.

2. Weekly maintenance and inspection logs.

1.4 QUALITY ASSURANCE

A. System operators to be full-time employees or specialized vendor with minimum 1 year experience in operating and maintaining bypass systems.

1. Provide three references from projects of similar size performed in the past 3 years.

B. Be responsible for any spillage of raw sewage that results in civil or criminal charge from any local, state, or federal agency. Bear costs for these charges and any required restoration.

1.5 MAINTENANCE

A. Maintenance Service: Ensure that the temporary pumping system is properly maintained and that a responsible operator is on call at all times when pumps are operating.

B. Extra Materials: Spare parts for pumps and piping shall be kept onsite as necessary. Spare parts shall include, but not be limited to, the following: Extra pipe for each size and repair clamps for each bypass discharge line installed.

C. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

PART 2 – PRODUCTS

2.1 BYPASS PIPING MATERIALS

A. Header Piping: Header piping shall be used to connect the pumps to the discharge piping, if required. The header shall be constructed of rigid pipe with positive, restrained joints or reinforced high pressure hose, with a total maximum length of 50 feet. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Header piping will only be allowed in short sections and by specific permission from the ENGINEER or OWNER.

B. Discharge Piping: Discharge piping shall be used from the connection at the header piping to the discharge point. At the beginning of the Project, all discharge piping shall be new high density polyethylene pressure piping conforming to ASTM D3350 with a minimum SDR of 32.5, or reinforced high pressure hose. Discharge piping may be reused for subsequent flow bypass pumping system placements, however, the

OWNER or ENGINEER at their sole discretion shall have the right to reject sections of discharge piping deemed by either of them to be unserviceable.

2.2 EQUIPMENT

A. All pumps used shall be fully automatic self priming units that do not require the use of foot-valves or vacuum pumps in the priming system. The primary pumps must be electric with diesel powered backup. Pumps can be trailer mounted. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.

B. Provide the necessary stop/start controls and a visual alarm indicating a pump malfunction for each pump.

C. The back-up pumps shall be online, isolated from the primary system by a valve.

D. Incorporate noise prevention measures for any and all equipment being used to insure minimum noise impact on the surrounding areas.

1. Include: hospital grade silencers or mufflers, equipment modifications, and special equipment or sound barrier walls as necessary to limit noise levels below 55 decibels at a distance of 25 feet in the direction of any residential home for all diesel powered back-up pumps. Contractor shall perform a dry run to test actual decibel levels prior to the start of by-pass operations.

2. In the event the CONTRACTOR fails to comply with maximum permissible noise level decibels in the operation of the flow bypass pumping system, the OWNER or ENGINEER may order the CONTRACTOR to stop operation of the flow bypass pumping system until such time as specified noise levels are achieved. The termination of the flow bypass pumping system for such reason shall not be the basis for any extension of Contract time not for any claim for additional compensation.

PART 3 – EXECUTION

3.1 PREPARATION

E. Precautions:

1. Locate any existing utilities in the area selected to locate the bypass pipelines. Locate bypass pipelines to minimize any disturbance to existing utilities and obtain approval of the pipeline locations from OWNER, property owners, all utilities, and the ENGINEER prior to installation.

2. Bypass pump all wastewater flows during all phases of the Work and coordinate all bypass pumping operations with the ENGINEER or OWNER.

3.2 INSTALLATION

A. Plugging or blocking of sewage flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of Work, it is to be removed in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.

B. When working inside manholes, exercise caution and comply with combustible or oxygen-deficient atmospheres, confined spaces, and all OSHA requirements.

C. The bypass pipeline should be located off streets, sidewalks, and shoulders of the roads whenever possible. When the bypass pipeline crosses local streets and private driveways, place the bypass pipelines in trenches and cover with temporary pavement or other approved methods. Obtain approvals for placement of the temporary pipeline within public rights-of-ways.

D. Protect the bypass discharge line from damage in the areas of backhoe operations.

E. Confine the bypass discharge pipeline to the area within the temporary construction area and permanent easement, for in-place or during relocation of the pipeline.

3.3 FIELD QUALITY CONTROL

A. Test: Perform a hydrostatic pressure test with clean water for each section of discharge piping with a maximum pressure equal to 1.5 times the maximum operation pressure of the system. The ENGINEER or OWNER shall witness the test to ensure that there are no leaks in the discharge piping prior to actual operation.

B. Monitoring Test: Perform a test of the monitoring system and demonstrate proper notification is sent to the Contractor and OWNER in case of pumping system problems.

C. The Operator shall inspect the bypass pumping system every hour, or on a schedule approved by the ENGINEER or OWNER.

1. An inspection log shall be kept at each pumping location. Each inspection log shall be marked with a time clock stamp to ensure the required maintenance and inspections are being performed.

D. Noise Levels: Contractor shall perform decibel tests every 4 hours around the clock. A log of test results shall be kept at each pumping location.

3.4 CLEANING

A. Sewage remaining in the bypass discharge pipeline and/or pumping equipment shall be flushed with City water and discharged to a working sewer before the bypass pumping system is broken down and moved to the next section. City water service must be protected by use of a backflow preventer.

B. Disturbed Areas: Upon completion of the bypass pumping operation, the contractor shall clean up all areas disturbed by these operations, restoring same to a condition, including pavement restoration, at least equal to that which existed prior to the start of the Work.

END OF SECTION

SECTION 02740 – SUBGRADE, BASE COURSE AND ASPHALT

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02740) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 160 – Stabilizing
- Section 165 - Lime-Treated Subgrade
- Section 200 - Limerock Base
- Section 210 - Reworking Limerock Base
- Section 230 - Limerock Stabilize Base
- Section 250 - Shell Base
- Section 260 - Shell Stabilized Base
- Section 913 – Shell Material
- Section 913A – Shell-Rock Material
- Section 914 – Stabilization Materials
- Section 285 - Optional Base Course
- Section 330 - Hot Bituminous Mixtures - General Construction Requirements
- Section 331 - Type S Asphaltic Concrete
- Section 332 - Type II Asphaltic Concrete
- Section 333 - Type III Asphaltic Concrete
- Section 334 – Superpave Asphalt Concrete
- Section 335 - Sand-Asphalt Hot Mix
- Section 337 - Asphaltic Concrete Friction Courses
- Section 339 - Miscellaneous Asphalt Pavement
- Section 706 – Raised Retro-Reflective Pavement Markers and Bituminous Adhesive
- Section 709 – Traffic Stripes and Markings – Two Reactive Components
- Section 710 – Painting Traffic Stripes
- Section 711 – Thermoplastic Traffic Stripes and Markings

In the event that this technical specification (02740) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, or with specific requirements by the County or FDOT, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Unit Price – Measurement and Payment

B. Submittals

C. Products

D. Execution including examination, excavation, subgrades and base course

E. Overlay Operations

F. Striping, Reflective Pavement Markers (RPMs) and Roadway Signage

G. Field Quality Control

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01410 – Testing Laboratory Services

E. Section SC01700 – Contract Closeout

F. Section 02060 – Aggregate Materials

G. Section 02322 – Dewatering and Drainage

1.3 REFERENCES

A. The references to "Standard Specifications" shall mean the Florida Department of Transportation Standard Specifications cited above except for those paragraphs referring to Measurement and Payment.

B. AASHTO M216 - Standard Specification for Lime for Soil Stabilization

C. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types

D. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction

E. ASTM C977 - Standard Specification for Quicklime and Hydrated Lime for Soil Stabilization

F. TAI - (The Asphalt Institute) - MS-8 Asphalt Paving Manual

G. NLA (National Lime Association) Bulletin 326 - Lime Stabilization Construction Manual

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 MEASUREMENT AND PAYMENT

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. The job mix formula including the prime and tack coat, materials (including RPMs), and construction methods shall be submitted to the Engineer for approval before paving begins. Refer to Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES for additional requirements.

B. Rock Record Drawings

1.6 QUALITY ASSURANCE

A. The Contractor will employ a testing laboratory to evaluate the materials delivered to and placed at the site.

B. Certificates of material compliance, signed by material supplier and Contractor, may be submitted in lieu of material testing when acceptable to the Engineer and Project Manager.

1.7 PROJECT CONDITIONS

A. Grade Control: Establish and maintain required lines and elevations.

PART 2 PRODUCTS

2.1 MATERIALS

A. Lime:

1. Lime used as a stabilizing material: ASTM C207 Type N.

B. Limerock Base:

1. Limerock as stabilizing material or base coarse shall be to a compacted depth of at least 8 inches and shall consist of fossiliferous limestone of uniform quality, and shall not contain hard or flinty pieces that will prevent attainment of a smooth pavement surface free from pits and pockets. At the Contractor's option, either Ocala limerock or Miami Oolite limerock may be used, but only one type may be used on this Project.

2. Limerock shall be composed of not less that 70% of carbonates of calcium and magnesium, and not more than 3% of water-sensitive clay mineral.

C. Shell Base:

1. Shell as a stabilizing material or base course shall be to a compacted depth of at least 8 inches and shall be of mollusk family (i.e. oysters, mussels, clams, or cemented coquina). Steamed shell will not be permitted.

2. At least 50% (by weight) of the total material shall be retained on a No. 4 sieve. Not more than 7.5 % (by weight) of the total material passing the No. 200 sieve shall be removed by washing and the remainder shall consist of shell particles, chert and sand.

D. Prime/Tack Coat: The bituminous material to be used for prime/tack coats shall be either Cut-back Asphalt, Grade RC-70 or RC-250, or emulsified asphalt grades as specified in Section 300-2.1 of the "Standard Specifications" and approved by the Engineer. Materials shall conform to "Standard Specifications", Section 916 and the AASHTO requirements specified therein.

E. Asphaltic Concrete Surface Course:

1. Asphaltic concrete surface course Superpave, Type S, S-I, S-II and S-III shall be composed of a mixture of aggregate, mineral filler and asphalt cement. Other types will be considered if not specified on the construction plans. Type should match adjacent existing pavement type if the Project requires restoration and not total resurfacing.

2. The job mix formula, size and percent of aggregates shall be as specified in the "Standard Specifications".

PART 3 EXECUTION

3.1 EXAMINATION

A. Contractor must examine the site conditions and assure themselves that all proceeding construction activities are complete and the area is ready, as applicable, for stabilizing, application of base course and/or asphalt.

B. Paver must examine the areas and conditions under which paving is to be installed. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Paver.

3.2 EXCAVATION

A. Excavation shall be as required for the subgrade and cross section as shown on the project construction drawings. All suitable materials removed from the excavation shall be used as far as practicable in the formation of embankments, subgrades, and shoulders, and in such other places as directed by the Engineer. No excavated material shall be wasted without permission and where necessary to waste such material, it shall be disposed of in the locations directed by the Engineer. Muck and other unsuitable material shall be removed and replaced with suitable material. All material used shall be free of stumps, roots, brush, sod, rubbish, rocks or other unsuitable material.

3.3 SUBGRADES

A. Subgrade construction shall consist of bringing the bottom of excavations and top of embankments of the roadway, between the outer limits of the paving or base course, to a surface conforming to the grades, lines and cross sections shown on the drawings, of uniform density, ready to receive the base course. The entire subgrade in both cuts and fills shall be thoroughly plowed and mixed to a depth of at least 12 inches below grade.

B. The limits of the roadbed included in the designation of subgrade shall be as shown in

the profile shown on the project construction drawings. The lines and grades shall be established by the Contractor as shown on the drawings and shall be maintained by means of grade stakes placed in lines parallel to the centerline of the area to be paved and spaces so that string lines may be stretched between the stakes.

C. At least 6 inches (loose measurement) of a suitable commercial stabilizing material shall be mixed into the subgrade for stabilization in accordance with the "Standard Specifications", Section 160 and 230. The Florida Bearing Value (FBV) shall be 75 pounds. Density tests will be paid for by Contractor except for additional tests requested by the Project Manager and/or Engineer.

D. After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.4 BASE COURSE

A. Limerock or Shell:

1. Base material shall be dumped on the end of the preceding spread without dumping or hauling directly on the sub-grade. Equipment for spreading and grading shall be as specified in Section 200 and 250 of the "Standard Specifications". After the spreading is completed, the entire surface shall be scarified and then shaped to produce the required grade and cross section after compaction. Water shall be added as required to obtain the specified density.

B. If, at any time, the subgrade material should become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade, and replace the materials removed with clean base material which shall be shaped and compacted as specified above.

C. The completed base course shall be thoroughly cured before the prime coat or wearing surface is laid. The prime coat shall be applied only when the moisture content of the base does not exceed 90% of the optimum moisture for the base material. The Contractor shall maintain the base course to a true and satisfactory surface until the first lift of asphalt is laid.

D. After completion of compaction, the surface of the base course shall be checked with a template cut to the required crown, and the thickness shall be checked by borings. Any surface irregularities in excess of 1/4 inch or any deficient thickness shall be corrected by scarifying and adding material after which the entire area shall be re-compacted and examined.

3.5 SURFACE PREPARATION

A. Overlay Operations

1. Mill all keyways and areas as shown on the project construction drawings.

2. Remove all loose material from existing asphalt surface immediately before applying prime coat.

3. Tack Coat: Apply at the rate of 0.02 to 0.08 gallon per sq. yd., over existing asphalt surface. Application of tack coat shall be immediately before overlay operations.

B. Roadway Construction

1. Proof roll prepared base course surface to check for unstable areas and areas requiring additional compaction.

2. Remove all loose material from compacted base surface immediately before applying prime coat.

3. Prime Coat: Apply at the rate of 0.35 to 0.40 gallon per sq. yd., over compacted base course. Apply material to penetrate and seal, but not flood, surface. Apply a light uniform cover of sand and allow to cure. Unless approved by the Project Manager, application of prime coat shall be within 48 hours of the asphalting operations.

3.6 PLACING ASPHALT

A. General

1. Lay all asphalt, including leveling course, other than adjacent to curb and gutter or other true edges, by the string line method to obtain an accurate, uniform alignment of the pavement edge.

For overlay operations only, an alternative to the initial string line method would be to apply the asphalt overlay, survey and mark the roadway centerline, measure lane width on each side of centerline then string line and saw-cut the edge to match the existing in order to obtain an accurate, uniform alignment of the pavement edge. In no case shall the asphalt overlay material “overhang” the edge of the existing roadway.

2. Place asphalt mixture on clean prepared surface, spread and strike-off. Place inaccessible and small areas by hand. Place each course to

required grade, cross-section and compacted thickness.

3. Follow "Standard Specification" Section 330 for general construction of the surface course as applicable to this project.

B. Joints:

1. Make joints between old and new pavements, or between successive days work, to ensure continuous bond between adjoining work.

2. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.

C. Protection:

1. Immediately after placement, protect pavement from mechanical injury for sufficient time necessary or until surface temperature is less than 140°F.

2. Erect barricades to protect paving from traffic until mixture has cooled and attained its maximum degree of hardness.

3.7 STRIPING (TEMPORARY AND PERMANENT) RAISED PAVEMENT MARKINGS AND SIGNAGE

A. Once the asphalt has been placed and has achieved its maximum degree of hardness, Contractor shall apply temporary STOP BARS and striping as specified on the project construction drawings or in the applicable FDOT Index (9535 through 17356).

B. Depending on the chemistry of the thermostripping material, after the final asphalt placement, permanent striping and RPMs shall be applied as specified on the project construction drawings or in the applicable FDOT Index (9535 through 17356). For sanitary and force main ARV manholes located within the grassed right of way (ROW) or swale, green RPMs shall be placed near the center of the roadway on the corresponding side of the yellow line. For sanitary and force main ARV manholes located in the rear easement, green RPMs shall be placed near the corresponding edge of the roadway. Blue RPMs shall be placed in the center on the nearest travel lane directly in front of all fire hydrants.

C. Roadway signage shall be as specified on the project construction drawings or in the applicable FDOT Index. Street terminations shall be signed as specified in FDOT Index 17349

3.8 FIELD QUALITY CONTROL

A. Section SC01400 QUALITY REQUIREMENTS

B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180 in locations as specified by the Project Manager or Engineer. Project Manager and/or Engineer are to select specific locations and lifts as well as witnessing of all compaction testing.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest. In general, the re-test locations shall be as specified in FDOT Standard Specification 125.

D. Roadway Subgrade Compaction:

1. As a minimum, the top 12-inches of the roadway subgrade shall be compacted to 98% of the modified proctor. Some roadways may require special subgrade stabilization, i.e., LBR 40 or as otherwise specified in the project construction drawings. When special subgrade stabilization is required by the project construction drawings, those requirements shall be superior to this specification requirement.

2. The frequency of density verification testing shall be 3 tests (usually edge of roadway – crown/center – edge of roadway) every 100 linear feet and 1 test for every 100 linear feet of curb.

E. Roadway Base Course Compaction:

1. Compaction shall be by rolling with a combination of steel wheel and rubber tired rollers until 98% of the maximum density is reached as tested under AASHTO Method T-180. Compaction and finishing shall be in accord with single course base requirements of Paragraph 200-6 AND 250-7 of the "Standard Specifications".

2. The frequency of density verification testing shall be 3 tests (usually edge of roadway – crown/center – edge of roadway) every 100 linear feet and 1 test for every 100 linear feet of curb.

F. Asphalt Testing/Verification: Test the in-place asphalt courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by Engineer.

G. Thickness: The compacted thickness of the base or surface courses shall be not less than that shown on the project construction drawings.

H. Surface Smoothness:

1. Test finished surface of each asphalt course for smoothness, using 15 foot

straightedge applied parallel with the centerline of paved area and extended across all joints. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.

a. Base Course Surface: 1/4 inch

b. Wear Course and Overlay Surface: 1/8 inch

2. Check surfaced areas at intervals as directed by the Engineer

3. Using the Contractors water truck or metered fire hydrant, Contractor shall flood the finished roadway to verify water coursing and flow line. Any ponding or “bird baths” will be cause for rejection.

END OF SECTION

SECTION 02821 – CHAIN LINK FENCES AND GATES

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02821) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 550 - Fencing, Design Standard Index Number 452 (Type B) and Design Standard Index Number 453 (Slide Gate)

In the event that this technical specification (02821) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Unit Price – Measurement and Payment

B. Submittals

C. Products

D. Execution

E. Erection Tolerances

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01400 – Quality Requirements

C. Section 03300 - Cast-In-Place Concrete

1.3 REFERENCES

A. ASTM A116 - Standard Specification for Metallic-Coated, Steel Woven Wire Fence Fabric

B. ASTM A121 - Standard Specification for Zinc-Coated (Galvanized) Steel Barbed Wire

C. ASTM A123 - Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products

D. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

E. ASTM A392 - Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric

F. ASTM A428 - Standard Test Method for Weight of Coating on Aluminum-Coated Iron or Steel Articles

G. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Annealed) by the Hot-Dip Process

H. ASTM A491 - Standard Specification for Aluminum-Coated Steel Chain Link Fence Fabric

I. ASTM A585 - Standard Specification for Aluminum Coated Steel Barbed Wire

J. ASTM C94 - Standard Specification for Ready-mixed Concrete

K. ASTM F567 - Standard Practice for Installation of Chain-Link Fence

L. ASTM F668 - Standard Specification for Poly (Vinyl Chloride) (PVC) Coated Steel Chain Link Fence Fabric

M. ASTM F1043 - Standard Specification for Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework

N. ASTM F1083 - Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

O. Chain Link Fence Manufacturers Institute (CLFMI) - Product Manual

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Fencing: By the linear foot, to the fence height specified, based on the specified post spacing. Includes posts, rails, tension bars, tension wire, truss rod, fabric, accessories and attachments.

B. Gates: Each specified type. Includes frame posts, fabric, accessories (latch and hold-backs), and hardware.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Product Data: Provide data on fabric, posts, accessories, fittings and hardware.

B. Refer to Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.

1.6 SUBMITTALS FOR CLOSEOUT

A. Project Record Documents: Accurately record actual locations of property perimeter posts relative to property lines and easements. Refer to Section SC01700 CONTRACT CLOSEOUT and SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

PART 2 PRODUCTS

2.1 MATERIALS AND COMPONENTS

A. Unless specifically authorized by the Project Manager in writing, all fencing material/components (except barbed wire) shall be black PVC coated; chain link fabric (core wire) shall be No. 9 gage. Refer to FDOT Design Standard Index No. 452 for additional requirements.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install framework, fabric, accessories and gates in accordance with ASTM F567.

B. Place fabric on outside of posts and rails.

C. Set intermediate, terminal, gate, and corner posts plumb, in concrete footings with top of footing 2 inches above finish grade. Slope top of concrete for water runoff.

D. Line Post Footing Depth Below Finish Grade: ASTM F567.

E. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: ASTM F567.

F. Brace each gate and corner post to adjacent line post with horizontal center brace rail [and diagonal truss rods]. Install brace rail one bay from end and gate posts.

G. Provide top rail through line post tops and splice with 6-inch long rail sleeves.

H. Install center and bottom brace rail on corner gate leaves.

I. Do not stretch fabric until concrete foundation has cured to 28 days concrete strength.

J. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.

K. Position bottom of fabric 2 inches above finished grade.

L. Fasten fabric to top rail, line posts, braces, and bottom tension wire with tie wire at maximum 15 inches on centers.

M. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.

N. Install bottom tension wire stretched taut between terminal posts.

O. Install support arms sloped outward and attach barbed wire; tension and secure (if called for on the project construction drawings).

P. Do not attach the hinged side of gate from building wall; provide gate posts.

Q. Install gate with fabric and barbed wire overhang (if called for on the project construction drawings) to match fence. Install three hinges per leaf, latch, catches, drop bolt retainer, locking clamp and holdbacks.

3.2 ERECTION TOLERANCES

A. Maximum Variation From Plumb: 1/4 inch.

B. Maximum Offset From True Position: 1 inch.

C. Components shall not infringe adjacent property lines.

END OF SECTION

SECTION 02841 – GUARDRAIL

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02841) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 536 – Guardrail
- Section 538 - Resetting Guardrail, and Design Standard Index Numbers 400 and 401

In the event that this technical specification (02841) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Unit Price – Measurement and Payment

B. Products

C. Execution

D. Erection Tolerances

1.2 RELATED SECTIONS

A. Section 02324 - Backfill

B. Section SC01400 – Quality Requirements

C. Section 03300 – Cast-In-Place Concrete

1.3 REFERENCES

A. AASHTO M180 - Standard Specification for Corrugated Sheet Steel Beams for Highway Guardrail

B. ASTM A123 - Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products

C. ASTM A36 - Standard Specification for Structural Steel

D. ASTM A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

E. ASTM A428 - Standard Test Method for Weight of Coating on Aluminum-Coated Iron or Steel Articles

F. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes

G. AWPA C14 - Wood for Highway Construction - Preservative Treatment

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Guardrail:

1. Basis of Measurement: By the linear foot

2. Basis of Payment: Includes removal of existing guardrail (as required), supply and installation of rail, posts (wood or steel, as shown on the project construction drawings), excavating, compacting, concrete (if required), miscellaneous asphalt, end closures, finished, complete and accepted.

B. End Anchorage Assemblies:

1. Basis of Measurement: Each

2. Basis of Payment: Includes removal of existing assemblies (as required), supply and installation of end anchorage assemblies, posts (wood or steel, as shown on the project construction drawings), excavation, compaction and concrete (if required), miscellaneous asphalt, end closures, finished, complete and accepted.

PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***.

2.2 MATERIALS

A. Guardrail Beam: AASHTO M180 for either Class A or B Type 2 zinc coating; W profile; rolled steel sections, die punched bolt holes for site assembly and attachment to posts, formed steel curved terminating sections.

B. Posts: Wood or Steel (as specified on the project construction drawings) in accordance with FDOT Index 400.

C. End Anchorage Assembly: As specified on the project construction drawings in accordance with FDOT Index 400.

2.3 ACCESSORIES

A. Hardware: Steel, bolts, nuts and washers to suit rail profile.

2.4 FINISHES

A. Components: Galvanized to ANSI/ASTM A123; 2.0 oz/sq ft coating

B. Hardware: Galvanized to ASTM A153, 2.0 oz/sq ft. coating

PART 3 EXECUTION

3.1 INSTALLATION

A. Install rails and posts and accessories in accordance with FDOT Standard Drawing Index.

B. Set posts plumb to correct elevations.

C. Attach rails securely to posts with anchoring hardware.

3.2 ERECTION TOLERANCES

A. Posts - Maximum Variation from Plumb: 1/2 inch

B. Rail - Maximum Offset from True Position: 1 inch

C. Rail - Maximum Variation from True Height: 1/2 inch

D. Components shall not infringe adjacent property lines

END OF SECTION

SECTION 02924 – SEED, MULCH AND FERTILIZER

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02924) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 570 - Grassing (by Seeding)
- Section 580 – Landscape Installation

In the event that this technical specification (02924) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. The work consists of establishing a stand of grass on slopes, shoulders, lawns, and other areas by seeding as shown on the drawings. Also included is mulching, placement of an erosion control blanket, fertilizing, watering and maintenance as required to produce a healthy stand of grass.

The phrase “grassing or sodding” in Section SC01025 MEASUREMENT AND PAYMENT is a generic use of terms that can be applied to a wide variety of field applications such as for a cross-country pipeline corridor (grassing), a pipeline corridor through a park (sodding) and the pipeline corridor in or impacting the neighborhood swales (sodding).

Grassed areas apply to, but are not limited to applications such as bottoms of dry retention ponds, cross-country pipeline corridors, possibly lay down yards (depending on the Contractor agreement with the property owner) and other large and/or expansive areas.

Sodded areas apply to, but are not limited to applications such as neighborhood swales, the sloped sides of a dry and/or wet retention ponds and embankments.

B. Preparation of subsoil and placing topsoil

C. Seeding, mulching and fertilizer

D. Maintenance

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section 02300 - Earthwork

E. Section 02925 - Sodding

F. Section 02930 – Exterior Plants

G. Section 02906 – Restoration of Surface Improvements

1.3 REFERENCES

A. FS O-F-241 - Fertilizers, Mixed, Commercial

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Seeded Areas:

1. Basis of Measurement: By the square yard

2. Basis of Payment: Includes preparation of subsoil, seeding, fertilizing, watering and maintenance to specified time limit.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Submit certifications and data sheets on all products and materials prior to delivery to site. Refer to Part 2 PRODUCTS for specific products and materials.

1.6 DEFINITIONS

A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.7 QUALITY ASSURANCE/GUARANTEE

A. All seeded areas shall be guaranteed for twelve months after date of final acceptance.

B. Replacement of seeded areas that have not produced a well established stand of grass: Any seeded areas showing indication of probable non-survival or lack of health and vigor, or which do not exhibit the characteristics to meet specifications, shall be reseeded within 21 days of notice from Project Manager or Engineer. All replacement seeding shall be furnished/installed at no additional cost to the Owner and shall be guaranteed for twelve months. All replacements shall meet original specifications.

C. The Contractor will notify the Project Manager and Engineer ten days prior to the end of the

guarantee period and such guarantee shall be extended until notification is received.

D. At the end of the guarantee period, all seeded areas that are dead or with unsatisfactory growth shall be replaced within two weeks.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site in accordance to suppliers recommendations.

B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.

C. Deliver fertilized in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 PRODUCTS

2.1 MATERIALS

A. Seed:

1. The seed shall meet the tolerance for germination and purity in accordance with the U.S. Department of Agriculture Rules and Regulations under the latest edition of the Federal Seed Act. Seed shall be mixed by the dealer and shall be delivered to the site in sealed containers that shall bear the Dealer's guaranteed analysis.

2. Grass seed shall be a mixture of 20 parts of Bermuda seed and 80 parts of Argentine Bahia. The separate types of seed used shall be thoroughly dry mixed immediately before sowing. Seed that has become wet shall not be used.

3. The Bermuda seed shall be an equal mixture of hulled and unhulled seed. The Argentine Bahia seed shall be scarified seed, having a minimum active germination of 40% and a total germination of 85%. All seed shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable state laws, and shall be approved by the engineer before being sown.

B. Mulch:

1. Dry Mulch: The mulch material used shall normally be dry mulch. Dry mulch shall be straw or hay, consisting of oat, rye or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia grass hay. Only mulch that has not deteriorated and can be readily cut into the soil shall be used.

2. Green Mulch: Green mulch shall consist of live coastal Bermuda, or other approved type of grass, and shall be free from weeds and obnoxious or undesirable grasses. No green mulch, which in the Landscape Architect's opinion, has been allowed to become sufficiently dry as to lose its growth producing benefits, will be allowed to be used. In the event that the subsequent stand of grass is found to be contaminated with weeds or other obnoxious or undesirable growth, it can be determined that such growth was introduced with the green mulch, then the Contractor will be required to effectively eliminate such undesirable growth at his own expense.

3. Wood Fiber Mulch:

a. Conwed Hydro Mulch Fibers
b. Conwed Hydro Mulch 2000 Fibers

C. Erosion Control Blanket:

1. Blanket shall be C125 as manufactured by North American Green, or equivalent.

2. Blanket shall be consistent thickness with organic fiber evenly distributed over the entire area of the mat.

3. Mat shall be made of coconut fiber or other slow degrading organic fiber.

4. Blanket shall have support netting made of UV stabilized material.

5. Blanket shall be sewn with synthetic thread to bind together fiber and netting.

6. Blanket shall be placed and staked into place at locations designated by Drawings.

D. Commercial Fertilizer:

1. Commercial fertilizer shall comply with the state fertilizer laws.

2. The numeral designations for fertilizer indicate the minimum percentages respectively of (1) total nitrogen, (2) available phosphoric acid and (3) water soluble potash, contained in the fertilizer.

3. The chemical designation of the fertilizer shall be 15-5-15. At least 50% of the phosphoric acid shall be from normal super phosphate or an equivalent source, which will provide a minimum of two units of sulfur. The amount of sulfur shall be indicated on the quantitative analysis card attached to each bag or other container.

E. Water for Seeding:

1. The water used in the seeding operations may be obtained from any approved spring, canal, pond, lake, stream, or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance, which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used.

2.2 EQUIPMENT

A. Fertilizer Spreader: The device for spreading fertilizer shall be capable of uniformly distributing the material at the specified rate.

B. Seed Spreader: The seed spreader shall be an approved mechanical hand spreader or other approved type of spreader.

C. Equipment for Cutting Mulch into Soil: The mulching equipment shall be capable of cutting the specified materials uniformly into the soil and to the required controlled depth. Harrows will not be allowed.

D. Rollers: A cultipacker, traffic roller, or other suitable equipment will be required for rolling the grassed areas.

E. Hydraulic Mulcher: The mulch shall be mixed in standard hydraulic equipment to form a homogenous slurry. The equipment shall be capable of spraying the slurry, under pressure, uniformly over the soil surface at the material application rate indicated. A continuous agitation system that keeps all material in uniform suspension throughout the mixing and distribution cycles is required.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that prepared soil base is ready to receive the work of this Section.

3.2 PREPARATION OF AREA

A. Preparation of Area to be Seeded: The ground to be seeded shall be prepared by disc harrowing and thoroughly pulverizing the soil to a depth of four (4) inches. The prepared soil shall be loose and reasonably smooth. It shall be reasonably free of large clods, roots and other materials that will interfere with the work and subsequent mowing and maintenance operations. Hand picking may be required.

B. Soil Analysis: Before applying fertilizer, the soil pH shall be brought to a range of 6.0 - 7.0.

3.3 APPLICATION

A. General:

1. Weather Limitations: Fertilizing, seeding or mulching operations will not be permitted when wind velocities exceed 15 miles per hour. Seed shall be sown only when the soil is moist and in proper condition to induce growth. No seeding shall be done when the ground is unduly wet, or otherwise not in a tillable condition.

2. Sequence of Operations: The several operations involved in the work shall proceed in the following sequence: Preparation and fertilizing of the ground, seeding, spreading of mulch, cutting-in of mulch and rolling.

B. Fertilizing:

1. The fertilizer shall be spread uniformly at the rate of 500 pounds per acre, or 11.5 pounds/1000 square feet by a spreading device capable of uniformly distributing the material at the specified rate. Immediately after spreading, the fertilizer shall be mixed with the soil to a depth of approximately four (4) inches.

2. On steep slopes, where the use of a machine for spreading or mixing is not practicable, the fertilizer shall be spread by hand and raked in and thoroughly mixed with the soil to a depth of two (2) inches.

3. Where fertilizer is applied hydraulically, it need not be worked into the soil.

C. Seeding:

1. While the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area at a rate of 200 pounds per acre, or 4.5 pounds per 1000 square feet.

2. When so directed by the Engineer, seed of an approved quick growing species of grass, such as rye, Italian rye, millet or other cereal grass, shall be spread at a rate of 30 pounds per acre in conjunction with the permanent type seed mixture.

3. Seed may be applied hydraulically, but not in the mulch slurry.

D. Mulching:

1. Approximately two (2) inches, loose thickness, of the mulch material shall be applied uniformly over the seeded areas, and the mulch material cut into the soil with the equipment specified, so as to produce a loose mulched thickness of three (3) inches to four (4) inches. Care shall be exercised that the materials are not cut too deeply into the soil.

2. When green mulch is used, it shall be incorporated into the soil not later than two (2) days after being cut and no artificial watering of the mulch shall be done before it is applied.

3. On steep slopes, the mulch material shall be applied and, in lieu of being cut into the soil, shall be anchored down. Anchoring shall be done be either of the following methods.

   a. Placing a layer of soil, approximately two (2) inches thick by nine (9) inches wide, along the upper limits of the mulch and spotting soil piles over the rest of the area at a maximum spacing of four (4) feet.

   b. Spreading a string net over the mulch, using stakes driven flush with the top of the mulch at 6-foot centers and stringing parallel and perpendicular, with diagonals in both directions.

E. Rolling: Immediately after completion of the mulching, the entire seeded and mulched area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.

F. Hydraulic mulching: Wood fiber mulch shall be applied at the following rate:

1. Flat surfaces to 3 to 1 slopes: 1,500 lb. per acre.

2. Slopes steeper than 3 to 1: 2,000 lb per acre.

3. Critical areas, where designated: 2,500 lb per acre.

G. Blanket shall be rolled out and placed in the direction of maximum slope.

H. Watering: The seeded areas shall be watered so as to provide optimum growth conditions for establishment of the grass. In no case, however, shall the period of maintaining such moisture be less than 1 week after the planting.

I. Single Hydraulic Application: Using the standard hydraulic mulching equipment, the wood fiber mulch, seed and fertilizer may be applied as a combined slurry in a single application, provided that the seed is increased to the rate of 240 pound per acre and the fertilizer is increased to 840 pounds per acre.

J. Maintenance:

1. The Contractor shall, at his expense, maintain the seeded areas in a satisfactory condition until Final Acceptance of the project. Such maintenance shall include the repairing of any damaged areas where the establishment of the grass stand does not appear to be developing satisfactorily, or where erosion has washed away an area and filling and leveling are required.

2. Replanting or repair necessary due to the Contractor's negligence, carelessness or failure to provide routine maintenance shall be at the Contractor's expense.

3. All areas which do not show a satisfactory catch of grass shall be reseeded at intervals of 21 days until a dense lawn of permanent grasses, free from any bare spots, areas of washout or erosion damage has been established.

4. Seeded areas shall be maintained by the Contractor as long as necessary to establish a dense cover as specified above.

5. Fertilization (lawns): As required to maintain healthy, vigorous turf, minimum of two (2) applications. One application shall be applied at time of planting and the other just prior to the end of the maintenance period.

K. Mowing: Four complete mowings shall be included in the base price for seeding and mulching. The last mowing shall be done just prior to Final Acceptance.

END OF SECTION

SECTION 02925 – SODDING

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02925) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 575 – Sodding
- Section 580 – Landscape Installation

In the event that this technical specification (02925) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. The work consists of establishing a grass covering on slopes, shoulders, lawns, and other areas by sodding as shown on the project construction drawings. Also included are fertilizing, watering and maintenance as required to produce a healthy stand of grass.

The phrase “grassing or sodding” in Section SC01025 MEASUREMENT AND PAYMENT is a generic use of terms that can be applied to a wide variety of field applications such as for a cross-country pipeline corridor (grassing), a pipeline corridor through a park (sodding) and the pipeline corridor in or impacting the neighborhood swales (sodding).

Grassed areas apply to, but are not limited to applications such as bottoms of dry retention ponds, cross-country pipeline corridors, possibly lay down yards (depending on the Contractor agreement with the property owner) and other large and/or expansive areas.

Sodded areas apply to, but are not limited to applications such as neighborhood swales, the sloped sides of a dry and/or wet retention ponds and embankments.

B. Preparation of subsoil

C. Fertilizing

D. Sod installation

E. Maintenance

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section 02300 - Earthwork

E. Section 02924 – Seed, Mulch and Fertilizer

F. Section 02930 - Exterior Plants

G. Section 02960 – Restoration of Surface Improvements

1.3 REFERENCES

A. ASPA (American Sod Producers Association) - Guideline Specifications to Sodding

B. FS O-F-241 - Fertilizers, Mixed, Commercial

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. When identified in the Schedule of Bid Items as a separate pay item, sodded areas shall be:

1. Basis of Measurement: By the square yard

2. Basis of Payment: Includes preparation of subsoil, topsoil, placing topsoil, fertilization, sodding, watering and maintenance to specified time limit.

B. If sodding is NOT identified in the Schedule of Bid Items as a pay item, it shall be considered as incidental and all of the requirements of this Section shall be required.

1.5 SUBMITTALS

A. Contractor shall submit Certificates of Compliance, with this specification, for the topsoil, sod and fertilizer. Refer to PART 2 PRODUCTS for requirements.

B. Contractor shall prepare a resident notification letter three (3) weeks prior to placement informing them of the sod replacement criteria and the type of sod identified for the swale (in front of their property) for the review and authorization of the Project Manager. Once authorized, the Contractor shall deliver to each property a copy of the notification letter.

1.6 SOD REPLACEMENT CRITERIA

A. City, County or State ROW areas, i.e., typically those areas between the edge of the roadway and the property line, that have been disturbed or damaged by project construction activities will be re-sodded. The type of replacement sod, either Argentine Bahia or St. Augustine - Floratam, will be based on the following criteria:

1. If the area has an existing and operational underground irrigation system, the replacement sod shall be St. Augustine - Floratam.

2. 2. If the area does NOT have an existing and operational underground irrigation system, the replacement sod shall be Argentine Bahia.

3. Additionally, based on the Pre Construction Video and Photographic Site Survey, together the Contractor and Project Manager shall determine the replacement sod type.

1.7 DEFINITIONS

A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.8 QUALITY ASSURANCE/GUARANTEE

A. All sodded areas shall be guaranteed for twelve months after date of Final Acceptance.

B. Replacement of sodded areas that have not produced a well established stand of grass: Any sodded areas showing indication of probably non-survival or lack of health and vigor, or which do not exhibit the characteristics to meet specifications, shall be replaced within 21 days of notice from Project Manager or Engineer.

All replacement sodding shall be furnished/installed at no additional cost to the Owner and shall be guaranteed for twelve months. All replacements shall meet original specifications.

C. At the end of the guarantee period, all sodded areas that are dead or in unsatisfactory growth shall be replaced within two weeks.

1.9 QUALIFICATIONS

A. Sod Producer: Company specializing in sod production and harvesting with minimum five (5) years experience, and certified by the State of Florida.

B. Installer: Company with previous experience with the sod producer.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver sod on pallets. Protect exposed roots from dehydration.

B. Do not deliver more sod than can be laid within 24 hours.

PART 2 PRODUCTS

2.1 MATERIALS

A. Sod: ASPA Approved Field grown grade; cultivated grass sod; type indicated in plant schedule on the project construction drawings; with strong fibrous root system, free of stones, burned or bare spots containing less than 2 percent weeds per 1000 sq ft.

1. Argentine Bahia Grass Type: Florida State Plant Board specifications. Sod received at site shall be moist and green. Dry and/or brown sod will NOT be accepted for placement.

2. St. Augustine - Floratam Grass Type: Florida State Plant Board specifications. Sod received at site shall be moist and green. Dry and/or brown sod will NOT be accepted for placement.

B. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 6.0 and maximum 7.0. Existing topsoil, removed as a result of pipeline or structure installations, shall NOT be re-used without written approval from the Project Manager.

C. Fertilizer: FS O-F-241, Type I, Grade A (slow release granular); recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil to either of the following proportions: 15-5-15, 25-4-11, 24-2-11 or as approved by the Project Manager.

D. Water: The water used in the performance of this Contract shall be clean, fresh and free from injurious amounts of oil, acid, alkali, or organic matter that could inhibit vigorous growth of grass and vegetation.

2.2 ACCESSORIES

For terrain sloped at 2:1 or greater, the following accessories will be required:

A. Wood Pegs: Softwood, sufficient size and length to ensure anchorage of sod on slope.

B. Wire Mesh: Interwoven hexagonal plastic mesh of 2-inch size.

C. Edging: Refer to Landscape plan.

D. Herbicide: Refer to Landscape plan.

2.3 HARVESTING SOD

A. Machine cut sod and load on pallets in accordance with ASPA Guidelines.

B. Cut sod in area not exceeding 1 sq yd, with minimum 1-inch and maximum 1-1/2 inch topsoil base.

2.4 TESTS

A. Provide analysis of topsoil fill under provisions of Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES.

B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.

C. Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for approval. Indicate, by test results, information necessary to determine suitability.

PART 3 EXECUTION

3.1 PREPARATION

A. Verify that prepared soil base is ready to receive the work of this section.

B. Preparation of area to be sodded: The ground to be sodded shall be prepared by grading and thoroughly loosening the soil to a depth of 2 inches. The prepared soil shall be loose and reasonably smooth. It shall be reasonably free of large clods, roots, and other materials that will interfere with the work and subsequent mowing and maintenance operations. Hand picking may be required.

C. In general, the prepared area, prior to placement of imported topsoil, shall be 5 to 6 inches below the edge of roadway and driveway apron pavement and 3 to 4 inches below the edge of sidewalks.

3.2 PLACING TOPSOIL

A. Spread imported topsoil to a minimum depth of 2 inches over area to be sodded.

B. Place topsoil during dry weather and wind velocity not exceeding 15 miles per hour.

C. Remove vegetable matter and foreign non-organic material from topsoil while spreading.

D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.

E. Install edging at periphery of sodded areas in straight lines to consistent depth.

F. After the raking-in of the fertilizer, the topsoil shall be tamped.

3.3 FERTILIZING

A. The fertilizer shall be mechanically spread at the rate prescribed by the manufacturer just in front of the sod laying activities.

B. On steep slopes, where the use of a machine for spreading or mixing is not practicable, the fertilizer shall be spread by hand.

C. With the written authorization of the Project Manager, liquid fertilizer may be used after the sod has been placed. Where fertilizer is applied hydraulically, it need not be worked into the soil.

3.4 LAYING SOD

A. Moisten prepared surface immediately prior to laying sod.

B. Lay sod within 24 to 48 hours after harvesting to prevent deterioration.

C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces. Newly placed sod shall abut existing sod in a straight and even line.

D. Lay smooth. Align and level with adjoining grass areas.

E. Place top elevation of sod (top of grass blades) one (1) inch below adjoining edging/edge of pavement for roadways and driveway aprons and level / even for sidewalks. Tolerance shall be plus 0.00 inches and minus 0.05 inches

F. On slopes 2:1 and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.

G. Prior to placing sod, on slopes exceeding 1.5:1 or where indicated, place wire mesh over topsoil. Securely anchor in place with wood pegs sunk firmly into the ground.

H. Water sodded areas immediately after installation, saturate sod to 4 inches of soil.

I. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

3.5 MAINTENANCE

A. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing. Four (4) complete mowings shall be included in the base price for sodding. The final mowing shall be done just prior to Final Acceptance.

B. Neatly trim edges and hand clip where necessary.

C. Immediately remove clippings after mowing and trimming.

D. Water to prevent grass and soil from drying out.

E. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.

F. Immediately replace sod to areas that show deterioration or bare spots.

END OF SECTION

SECTION 02930 – EXTERIOR PLANTS

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02930) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 580 – Landscape Installation

In the event that this technical specification (02930) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preparation of subsoil

B. Bedding

C. New or relocation of trees, plants, and ground cover

D. Mulch and fertilizer

E. Maintenance

F. Tree pruning

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01400 – Quality Requirements

C. Section SC01340 – Shop Drawings, Work Drawings, and Samples

1.3 REFERENCES

A. ANSI Z60.1 - Nursery Stock

B. NAA (National Arborist Association) - Pruning Standards for Shade Trees

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Plants: By the unit. Includes preparation of subsoil, planting soil, fertilizer, planting, watering and maintenance to specified time period.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Submit list of plant life sources.

B. Submit information on all items and materials identified in Part 2 of this Section.

1.6 DEFINITIONS

Plants: Living trees, plants, and ground cover specified in this Section, and described in ANSI Z60.1.

1.7 QUALITY ASSURANCE

A. Source Quality Control:

The City reserves the right to perform inspection at the supplier's facility (source) of all exterior plants selected for this project. Project Manager shall be notified one (1) week in advance of the shipment dates to arrange this source inspection.

1. General: Ship landscape materials with certificate of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.

   Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material. When authorized, adjustment of contract amount will be made.

2. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable or as further specified.

3. Trees and Shrubs: Provide trees and shrubs grown in a recognized nursery in accordance with good horticultural practice. Provide healthy, vigorous stock grown under climatic conditions similar to conditions in the locality of the project and free of disease, insects, eggs, larvae and defects such as knots, sunscald, injuries, abrasions or disfigurement.

4. Sizes: Provide trees and shrubs of the sizes shown or specified. Trees and shrubs of larger size may be used if acceptable to Landscape Architect, and if sizes of root balls are increased proportionately.

5. Inspection: The Project Manager and/or Engineer reserves the right to inspect trees and shrubs either at place of growth or at site for compliance with requirements for name, variety, size and quality.

6. Submittals: Certification, Landscape Work: Submit five (5) copies of

certificates of inspection as required by governmental authorities, and manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.

7. Planting Schedule, Landscape Work: Submit five (5) copies of planting schedule showing scheduled dates for each type of planting in each area of site.

1.8 REGULATORY REQUIREMENTS

A. Comply with City Landscape Ordinance for plant material, fertilizer and herbicide composition.

B. Provide certificate of compliance from the City indicating approval of plants, fertilizer and herbicide mixture.

C. Plant Materials: Certified by state Department of Agriculture; free of disease or hazardous insects.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Packaged materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at the site.

B. Plant Materials:

1. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not use trees or shrubs which have been in cold storage or healed-in. Do not prune prior to delivery. Do not bend or bind-tie trees or shrubs in such a manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery.

2. Deliver trees and shrubs after preparation for planting have been completed and plant immediately. If planting is delayed more than six hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage and keep root moist.

3. Do not remove container-grown stock from containers until planting time.

1.10 ENVIRONMENTAL REQUIREMENTS

A. Do not install plant life when ambient temperatures may drop below 35°F or rise above 90°F.

B. Do not install plant life when wind velocity exceeds 20 mph.

1.11 COORDINATION

A. Job Conditions:

1. Proceed with and complete the landscape work as rapidly as portions of the site become available, working with the seasonal limitations for each kind of landscape work required.

2. Utilities: Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required, to minimize possibility of damage to underground utilities. Maintain grade stakes set by others until removal is mutually agreed upon by all parties concerned.

3. Excavations: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

4. Planting Time: Plant or install materials during normal planting seasons for each type of landscape work required. Correlate planting with specified maintenance periods to provide maintenance until occupancy by the Project Manager.

5. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to the Landscape Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.12 GUARANTEE

A. Guarantee trees and shrubs, for a period of one year against defect including death and unsatisfactory growth, except for defect resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Contractor's control.

B. Remove and replace trees, shrubs or other plants found to be dead or in unhealthy conditions during guarantee period. Make replacements during growth season following end of guarantee period. Furnish and plant replacements, which comply with requirements shown and specified. Also, replace trees and shrubs that are in doubtful condition at the end of guarantee period, unless, in the opinion of Landscape Architect, it is advisable to extend guarantee period for full-growth season. The Landscape Architect will make another inspection at end of extended guarantee period, if any, to determine acceptance or rejection. Only one

replacement will be required at end of guarantee period, except for losses or replacement due to failure to comply with specified procedures or practices.

1.13 MAINTENANCE SERVICE

A. Maintain plant life for twelve (12) months after date of final acceptance.

B. Maintain plant life immediately after placement until plants are well established and exhibit a vigorous growing condition.

C. Maintenance to include:

1. Cultivation and weeding plant beds and tree pits.

2. Applying herbicides for weed control in accordance with manufacturer's instructions. Remedy damage resulting from use of herbicides.

3. Remedy damage from use of insecticides.

4. Irrigating sufficient to saturate root system.

5. Pruning, including removal of dead or broken branches, and treatment of pruned areas or other wounds.

6. Disease control.

7. Maintaining wrapping, guys, turnbuckles, and stakes. Adjust turnbuckles to keep guy wires tight. Repair or replace accessories when required.

8. Replacement of mulch

PART 2 PRODUCTS

2.1 TREES, PLANTS, AND GROUND COVER

A. Trees, Plants and Ground Cover: Species and size identifiable in plant schedule, grown in climatic conditions similar to those in locality of the Work.

B. PLANT MATERIALS:

1. Name and Variety: Provide plant materials true to name and variety indicated on the plan.

2. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirement of GRADES AND STANDARDS FOR NURSERY STOCK as published by the Division of Plant Industry, Florida Department of Agricultural and Consumer Services.

3. Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by GRADES AND STANDARDS FOR NURSERY PLANTS Florida Department of Agricultural for type and species required. Provide single stem trees except where special forms are shown or listed.

a. Container grown trees will be acceptable in lieu of balled and burlapped trees subject to specified limitations of above quality control.

4. Shrubs: Provide shrubs of height shown or listed and with not less than the minimum number of canes required by above quality control for the type and height of shrub required.

a. Container grown trees will be acceptable in lieu of balled and burlapped trees subject to specified limitations of above quality control.

C. GRASS MATERIALS:

1. See Section 02924 SEED, MULCH AND FERTILIZER or 02925 SODDING as applicable.

D. GROUND COVER:

1. Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by the above quality control for the pot size shown or listed.

E. MISCELLANEOUS LANDSCAPE MATERIALS:

1. Anti-Erosion Mulch: Provide clean, seed-free salt hay or threshed straw of wheat, rye, oats or barley.

2. Anti-Desiccant: Emulsion type, film-forming agent similar to Dowax by Dow Chemical Co., or Wilt-Prof by Nursery Specialty Products, Inc., designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.

3. Stakes and Guys: Provide stakes and deadmen of sound new hardwood, treated softwood or redwood, free of knotholes and other defect. Provide wires ties and guys of 6-strand, twisted, pliable galvanized iron wire not lighter than 12-gauge. Provide new 2-ply garden hose not less than 5/8 in. hose size, cut to required length to protect tree trunks from damage by wires.

F. PREPARATION OF EXISTING SOIL:

1. Before mixing, clean existing soil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.

2. Mix specified soil supplements and fertilizers with existing soil at the rates specified (this "mixed" existing soil, becomes "planting" soil). Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.

3. For pit and trench type backfill, mix planting soil prior to backfilling and stockpile at the site.

4. For planting beds, mix soil prior to planting.

2.2 SOIL SUPPLEMENTS MATERIALS

A. Lime: Natural limestone containing not less than 85% of total carbonates, ground so that not less than 90% passes a 10-mesh sieve and not less than 50% passes a 100-mesh sieve.

B. Peat Humus: FS Q-P-166 and with the texture and pH range suitable for the intended use.

C. Bonemeal: Commercial, raw, finely ground, 4% nitrogen and 20% phosphoric acid.

D. Superphosphate: Soluble mixture of treated minerals, 20% available phosphoric acid.

E. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and continuing the following percentages of available plant nutrients:

1. For trees and shrubs, provide fertilizer with not less than 10% available phosphoric acid and from 3% to 5% total nitrogen and from 3% to 5% soluble potash.

2. For lawns, provide fertilizer with not less than 4% phosphoric acid and not less than 2% potassium, and the percentage of nitrogen required to provide not less than one pound of actual nitrogen per 1000 square feet of lawn area. Provide nitrogen in a form that will be available to the lawn during the initial period of growth.

2.3 MULCH MATERIALS

A. See Section 02924 SEED, MULCH AND FERTILIZER

2.4 ACCESSORIES

A. Wrapping Materials: Burlap.

B. Stakes: Softwood lumber, pointed end.

C. Cable, Wire, Eye Bolts and Turnbuckles: Non-corrosive, of sufficient strength to withstand wind pressure and resulting movement of plant life.

D. Plant Protectors: Rubber sleeves over cable to protect plant stems, trunks, and branches.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that prepared subsoil are ready to receive work.

B. Saturate soil with water to test drainage.

C. Verify that required underground utilities are available, in proper location, and ready for use.

3.2 PREPARATION

A. Excavation for Trees and Shrubs: Excavate pits, beds and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.

1. For bare root trees and shrubs, make excavation at least 1.0 ft. wider than root spread and deep enough to allow for setting of roots on a layer of compacted backfill and with collar set at same grade as in nursery, but 2 in. below finished grade at site.

2. Allow for 6 in. settling layer of planting soil mixture.

3. For balled and burlapped trees and shrubs, make excavations at least twice as wide as the ball diameter and equal to the ball depth, plus the following allowance for setting of ball on a layer of compacted backfill.

4. For container grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.

B. Dispose of subsoil removed from landscape excavations.

C. Fill excavation for trees and shrubs with water to allow to percolate out before planting.

3.3 PLACING PLANTING SOIL

A. Place planting soil during dry weather and on dry subgrade.

B. Remove vegetable matter and foreign non-organic material from planting soil while spreading.

C. Grade planting soil to eliminate rough, low or soft areas, and to ensure positive drainage.

D. Install planting soil into pits and beds intended for plant root balls, to a minimum thickness of 6 inches.

3.4 FERTILIZING

A. Apply fertilizer in accordance with manufacturer's instructions.

B. Apply after initial raking of topsoil.

C. Mix thoroughly into upper 2 inches of topsoil.

D. Lightly water to aid the dissipation of fertilizer.

3.5 PLANTING

A. Planting Trees and Shrubs: Set balled and burlapped stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. When set, place additional backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill. Remove burlap from sides of balls; retain on bottoms.

B. Set bare root stock on cushion of planting soil mixture. Spread roots and carefully work backfill around roots by hand and puddle with water until backfill layers are completely saturated. Plumb before backfilling and maintain plumb while working backfill around roots and placing layers above roots. Set collar 1-inch to 2-inch below adjacent finish landscape grades. Spread out roots without tangling or turning up to surface. Cut injured roots clean; do not break.

C. Set container grown stock as specified for balled and burlapped stock, except cut cans on two sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.

1. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water, minimum 5 in. saucer.

D. Mulch pits, trenches and planted areas. Provide not less than the following thickness of mulch and work into top of backfill and finish level with adjacent finish grades.

1. Provide 4-inch thickness of mulch.

E. Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by the Landscape Architect, do not cut tree leaders and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character and accomplish their use in the landscape design. Required shrub sized are the size after pruning.

F. Remove and replace excessively pruned or misformed stock resulting from improper pruning.

Paint cuts over 3 in. in size with standard tree paint or compound, covering exposed living tissue. Use paint, which is waterproof, antiseptic, adhesive, elastic, and free of kerosene, coal tar, creosote and other substances harmful to plants. Do not use shellac.

G. Guy and stake trees immediately after planting.

H. Reconditioning Existing Lawns: Recondition existing lawn areas damaged by Contractor's operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.

I. Provide fertilizer, seed, or sod and soil amendments as specified for new lawns and as required to provide a satisfactorily recondition lawn. Provide new topsoil as required to fill low spots and meet new finish grades.

J. Cultivate bare and compacted areas thoroughly to provide a satisfactory, planting bed.

K. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations including oil dripping, stone, gravel and other loose building materials.

L. Where substantial lawn remains, mow, rake, aerate if compacted, fill low spots, remove humps and cultivate soil, fertilize and seed. Remove weeds before seeding or if extensive, apply selective chemical weed killers as required. Apply a seedbed mulch, if required, to maintain moist condition.

M. Water newly planted areas and keep moist until new grass is established.

3.6 PLANT RELOCATION AND RE-PLANTING

A. Relocate plants as indicated by Project Manager and/or Engineer
.

B. Replant plants in pits or beds, partly filled with prepared topsoil mixture, at a minimum depth of 6 inches under each plant. Remove

or loosen burlap, ropes, and wires, from the root ball.

C. Place bare root plant materials so roots lie in a natural position. Backfill soil mixture in 6-inch layers. Maintain plant materials in vertical position.

D. Saturate soil with water when the pit or bed is half full of topsoil and again when full.

3.7 PLANT SUPPORT

A. Brace plants vertically with plant protector wrapped guy wires and stakes to the following:

Tree Caliper	Tree Support Method
1-inch	1 stake with one tie
1 - 2 inches	2 stakes with two ties
2 - 4 inches	3 guy wires [with eye bolts and turn buckles]
Over 4 inch	4 guy wires [with eye bolts and turn buckles]

3.8 TREE PRUNING

A. Prune trees to NAA Class 1 - Fine Pruning.

3.9 MAINTENANCE

A. Begin maintenance immediately after planting.

B. Maintain trees, shrubs, and other plants until final acceptance.

C. Maintain trees, shrubs, and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Spray as required to keep trees and shrubs free of insects and disease. The Contractor, commencing after final acceptance, shall guarantee all plantings for a period of one year.

D. Maintain lawns until final acceptance. Maintain lawns by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

3.10 CLEANUP AND PROTECTION

A. During landscape work, store materials and equipment where directed. Keep pavements clean and work area in an orderly condition.

B. Protect landscape work and materials from damage due to landscape operation, operations by other contractor and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.11 INSPECTION AND ACCEPTANCE

A. When the landscape work is completed including maintenance, the Landscape Engineer will, upon request, make an inspection to determine acceptability.

B. The landscape work may be inspected for acceptance in part agreeable to the Landscape Architect, provided the work offered for inspection is complete, including maintenance, and that the area comprised one complete unit or area of substantial size.

C. Where inspected landscape work does not comply with the requirement, replace rejected work and continue specified maintenance until re-inspected by the Landscape Engineer and found to be acceptable. Remove rejected plants and materials promptly from the project site.

END OF SECTION

SECTION 02960 – RESTORATION OF SURFACE IMPROVEMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. The work includes the restoration of driveway aprons, mail boxes, grassed and sodded areas, trees and plants, roadways, sprinkler systems, sidewalks and any other improvements required as a result of the Work.

B. Restoration of surface improvements shall be concurrent with the installation of the water main, reclaimed water main, force main, drainage improvements or sanitary sewer; the work includes swale development and improvements on both sides of the streets in the project area. Work includes re-grading, sodding, driveway apron reconstruction, replacement of pre-existing irrigation systems and all surface restoration including trench repair. At no time, shall there be more than 500 linear feet of incomplete surface restoration including "rocked-in" trench repair. The City may (case by case) approve more than this, but never exceeding 1,000 linear feet of incomplete surface restoration.

C. This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required Work.

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section 02740 – Subgrade, Base Course and Asphalt

E. Section 02924 – Seed, Mulch and Fertilizer

F. Section 02925 – Sodding

G. Section 02930 – Exterior Plants

H. Section 03300 – Cast-In-Place Concrete

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Unless specifically called out in the Schedule of Bid Items, work under this Section shall be considered incidental to the Work as detailed in the related Sections.

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, the existing lines shall be cut-&-capped during the construction/installation process. The replacement of existing irrigation in the Public ROW is NOT a pay item. Replacement of existing ROW irrigation shall be incidental to the Unit Price of the specific work item. Replacement material (pipe, fittings and sprinkler heads) shall be equal to or of a better quality, quantity and size than the pre-existing.

PART 2 PRODUCTS

2.1 Refer to the individual Sections identified above

PART 3 EXECUTION

3.1 RESTORATION ACTIVITIES

A. Areas affected by the Work shall be restored to a condition equal to or better than the condition existing before the commencement of the Work. Additionally the Contractor shall re-set/replace disturbed and/or damaged mailboxes (all mailboxes shall conform to the current requirements of the US Post Office) and the Contractor shall re-set or replace existing signage.

3.2 BUSH, PLANT, SHRUB AND/OR TREE REMOVAL AND REPLACEMENT CRITERIA

A. Bushes, plants, shrubs and/or trees that have been planted in the City, County or State ROW by the adjacent property owner and is in direct conflict with a proposed utility improvement that includes swales, shall be removed to allow for the installation of the project improvements and NOT replaced.

END OF SECTION

SECTION 03300 – CAST-IN-PLACE CONCRETE

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (03300) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 346 - Portland Cement Concrete
- Section 350 - Cement Concrete Pavement
- Section 400 - Concrete Structures

In the event that this technical specification (03300) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 PURPOSE

A. The purpose of this Section is to address concrete that is either mixed on site for thrust blocks, valve collars and other miscellaneous concrete and for concrete delivered to the site by an FDOT licensed Concrete Batch Plant for site placement for driveways, driveway aprons, curbs and gutters, sidewalks, minor equipment pads, light pole base, flagpole base, thrust blocks, manholes, miscellaneous structures and miscellaneous slabs on grade.

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

1.3 REFERENCES

A. ACI 301 - Specifications for Structural Concrete

B. ACI 305R - Hot Weather Concreting

C. ACI 308 - Standard Practice for Curing Concrete

D. ACI 347 - Recommended Practice for Concrete Formwork

E. ASTM D1751 - Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)

F. ASTM C33 - Standard Specification for Concrete Aggregates

G. ASTM C94 – Standard Specification for Ready-mixed Concrete

H. ASTM C150 - Standard Specification for Portland Cement

I. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 MEASUREMENT AND PAYMENT

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. The job mix formula, materials, and construction methods shall be submitted to the Engineer for approval before concrete begins. Refer to Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES.

B. Project Record Documents

1. Laboratory reports for compressive strength (7 day and 28 day), slump and air entrainment

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I - Normal

B. Fine and Coarse Aggregates: ASTM C33

C. Water: Potable

2.2 FORM MATERIALS

A. Form Materials: At the discretion of the Contractor

2.3 REINFORCEMENT

A. Reinforcing Steel: ASTM A615, 60 ksi yield grade; deformed billet steel bars, unfinished or epoxy coated in accordance with ASTM A775 finish as called for on the plans.

B. Stirrup Steel: ANSI/ASTM A82, unfinished or epoxy coated in accordance with ASTM A775 finish as called for on the plans.

C. Welded Steel Wire Fabric: ASTM A497 Deformed Type; in coiled rolls; unfinished or epoxy coated in accordance with ASTM D884 Class A finish as called for on the plans.

2.4 ADMIXTURES

A. Air Entrainment: ASTM C260

2.5 ACCESSORIES

A. Bonding Agent: Polymer resin emulsion.

B. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours, 7,000 psi in 28 days.

2.6 JOINT DEVICES AND FILLER MATERIALS

A. Joint Filler Type A: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/4 inch thick; tongue and groove profile.

2.7 CONCRETE MIX DESIGN

A. Refer to FDOT Standard Specifications Section 347 for mix composition of the various types of concrete classes.

B. Design mix to produce standard-weight concrete consisting of Portland cement, aggregate, air-entraining admixture and water to produce the following properties:

1. Compressive Strength: 3000 psi, minimum at 28 days.

2. Slump Range: 2" to 4"

3. Air Content: 4% +/- 1.5%

4. Minimum total cementitious content lb/yd3: 530

5. Maximum water cement ratio lb/lb: 0.50

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify site conditions as shown on the contract drawings.

B. Verify requirements for concrete cover over reinforcement.

C. Verify compacted granular base is acceptable and ready to support concrete placement and imposed loads.

D. Verify gradients and elevations of base are correct. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

E. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

3.2 PREPARATION

A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.

B. In locations where agency jurisdictional requirements specify new concrete be doweled to existing work, or as shown on the drawings, the doweling shall be performed as follows: drill holes in existing concrete, remove dust and debris with compressed air, inject epoxy and insert steel dowels. For Curbs, sidewalks, driveways and other flatwork, provide a minimum of number 5 dowels at 18” o/c along the entire joint between new and existing concrete. Anchoring holes for all dowels shall be drilled at mid depth to provide a minimum penetration of 10” into the existing slab and 18” into the new slab. Brush full depth of each hole and remove dust with compressed air or rinse with water and allow to fully dry prior to epoxy/dowel placement into the existing slab.

C. Set forms to required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

D. Check completed formwork for grade and alignment to the following tolerances:

1. Top of forms not more than 1/8" in 10 feet deviation in alignment

2. Vertical face on longitudinal axis, not more than 1/4" in 10 feet

E. Clean forms after each use and coat with form release agent as often as required to ensure separation from concrete without damage.

F. Assemble formwork to permit easy stripping and dismantling without damaging concrete.

G. Place joint filler vertical in position, in straight lines to the full depth of the concrete. Secure to formwork during concrete placement.

H. Place, support and secure reinforcement against displacement. Do not deviate from required position.

3.3 INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Provide formed openings where required for items to be embedded in passing through concrete work.

B. Locate and set in place items, which will be cast directly into concrete.

C. Coordinate with work of other sections in forming and placing openings, slots, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

D. Install accessories in accordance with manufacturer's instructions, straight, level, and plumb. Ensure items are not disturbed during concrete placement.

E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

3.4 QUALITY CONTROL

A. Field inspection and testing will be performed in accordance with ACI 301.

B. Provide free access to Work and cooperate with appointed firm.

C. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.

D. Four (4) concrete test cylinders will be taken for every 75 or less cubic yards of each class of concrete placed or for each day concrete is placed.

1. Compressive strength test reports are to be provided in a progressive manner as the testing laboratory generates them. Contractor shall instruct their subcontracted laboratory to send copies to the Project Manager.

E. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.

F. One slump test will be taken, by the independent testing laboratory, for each set of test cylinders taken.

3.5 PLACING CONCRETE

A. Place concrete in accordance with ACI 301, ACI 302 or ACI 318. CONCRETE SHALL BE CONSOLIDATED DURING THE PLACEMENT WITH THE USE OF APPROPRIATE VIBRATORY EQUIPMENT.

B. Notify Engineer minimum 24 hours prior to commencement of operations.

C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, are not disturbed during concrete placement.

D. Place joint filler in as shown on the plans. Set top to required elevations. Secure to resist movement by wet concrete.

E. Install joint devices in accordance with manufacturer's instructions.

F. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

G. Place concrete continuously between predetermined expansion, control, and construction joints.

3.6 JOINTS

A. Make joints between old and new pavements, or between successive days work, to ensure continuous abutment between adjoining work.

B. Construct joints to have same texture, density and smoothness as other sections of cement concrete course. Clean contact surfaces and install expansion joints prior to next day's installation.

C. Weakened-Plane (Contraction) Joints: Provide weakened-plane joints, sectioning concrete into areas as shown on the drawings or every five linear feet for curbs. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, as follows:

1. Sawed Joints: Form weakened-plane joints using powered saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut joints into hardened concrete as soon as surface will not be torn, abraded, or otherwise damaged by cutting action.

2. Construction Joints: Place construction joints at end of all pours and at locations where placement operations are stopped for a period of more than 1/2 hour, except where such pours terminate at expansion joints.

D. Expansion Joints: Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.

E. Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1", and 1" below finished surface for joint sealer.

3.7 FINISHING

A. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjusting floating to compact surface and produce a uniform texture.

B. After floating, test surface for trueness with a 10- foot straightedge. Distribute concrete as required to remove surface irregularities,

and refloat repaired areas to provide a continuous smooth finish.

C. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius, unless otherwise indicated. Eliminate any tool marks on concrete surface.

D. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:

1. Driveway aprons and Sidewalk Paving: Light broom, radius to 1/4-inch radius, and trowel joint edges. At the junction of sidewalks to roadway crossings, the sidewalks shall have a tactile surface treatment as specified in FDOT.

2. Median Barrier: Light broom, radius to 3/4-inch radius, and trowel joint edges.

3. Curbs and Gutters: Light broom.

4. Direction of Texturing: Parallel to pavement direction.

5. Inclined Vehicular Ramps: Broomed perpendicular to slope.

E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.8 FORM REMOVAL

A. Forms shall not be removed before the expiration of the minimum number of days indicated below, except when specifically authorized. When conditions of the work are such as to justify it, forms may be required to remain in place for longer periods.

1. Sidewalks, driveways, driveway aprons: 4 days

2. Walls & vertical faces: 7 days

3.9 PROTECTION

A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, mechanical injury and vandalism.

B. Drill test cores where directed by the Project Manager, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with Portland cement concrete bonded to pavement with epoxy resin grout.

C. Repair or replace broken or defective concrete, as directed by the Project Manager.

D. Sweep concrete pavement and wash free of stains, discolorations, dirt and other foreign material just prior to Final Acceptance.

3.10 PATCHING

A. Allow the Project Manager to inspect concrete surfaces immediately upon removal of forms.

B. Excessive honeycomb or embedded debris in concrete is not acceptable.

C. Patch imperfections as directed in accordance with ACI 301.

END OF SECTION

SECTION 03415 – PRE-STRESSED CONCRETE PILES

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (03415) shall govern the applicable project work that is typically identified in the FDOT Specification and Standard sections.

In the event that this technical specification (03415) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Prestressed precast concrete piles with or without steel point

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment Procedures

B. Section SC01340 – Shop Drawings, Work Drawings and Samples

C. Section SC01400 – Quality Requirements

D. Section 02018 – Vibration Monitoring

1.3 REFERENCES

A. ASTM A416/A416M - Standard Specification for Steel Strand, Uncoated Seven-Wire for Prestressed Concrete

B. ASTM A615 Standard Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement

C. PCI MNL 116S Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products

1.4 UNIT PRICES

A. Piles:

1. Actual Pile Quantity: Determined by quantity of piles identified in the project construction drawings.

2. Actual Pile Length: Determined by length of piles identified in project construction drawings.

3. Test Piles: 5 feet longer than design length piles.

B. Contract unit price per unit length including test piles, multiplied by the Actual Pile Length. Base measurement on total linear measurement of piling from base to top elevation, except for test piles calculated at 5 feet longer.

C. Determination of Unit Measurements: Identified by site measurements and verified by the Engineer.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Shop Drawings: Indicate details and schedule of pile installation sequence. Identify pile length and size to suit design requirements.

B. Product Data: Provide details of points, splices, cushion blocks and caps.

C. Pile Driving Analysis (PDA): A detailed PDA procedure.

D. In addition to the PDA data, the contractor shall keep a record of each pile driven and shall furnish daily typewritten copies to the Engineer. The records shall give the size, length, location, calculated safe load, the blow count of the hammer and the results of any tests.

1.6 PERFORMANCE REQUIREMENTS

A. Drive piles to defined load supporting capacity load supporting capacity as indicated.

1.7 QUALITY ASSURANCE

A. Standards and Codes: Design units in accordance with requirements of ACI 318-77, and as specified in this section.

B. Where buildings are involved, comply with local building code requirements if more stringent than ACI 318-77.

C. Perform Work in accordance with PCI MNL 116.

1.8 CONTRACTOR QUALIFICATIONS

A. Installer: Company specializing in performing the work of this section with minimum five (5) years documented experience.

B. Design and select pile components under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State of Florida.

1.9 PRE INSTALLATION CONFERENCE

A. Convene with the Project Manager and Engineer two (2) weeks prior to commencing work.

1.10 SCHEDULING

A. Schedule Work to perform driving during 8:00 am and 4:00 pm hours, unless an extension of the hours is authorized in writing by the Project Manager.

B. Schedule test piles as required.

1.11 DELIVERY, STORAGE, AND HANDLING

A. After pile lengths are verified, deliver materials to the project site in such quantities and at such times to assure the continuity of pile driving operations to the project schedule.

B. Store piles in orderly groups above ground and blocked at pre-designated points during storage to minimize bending stresses.

C. Lift and handle piles at designated lifting points. Piles damaged due to mishandling will be rejected.

PART 2 PRODUCTS

2.1 All materials are to be MADE IN THE UNITED STATES OF AMERICA. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.2 MATERIALS

A. Piles shall be the size and shape shown on the project construction and shop drawings.

B. Concrete: Minimum 5,000 psi 28 day strength, Normal Portland cement; aggregates and sand as recommended by pile manufacturer.

C. Tensioning Steel Tendons: ASTM A416 Grade 250k of sufficient strength commensurate with member design.

D. Reinforcing Steel: ASTM A615 Grade A, deformed steel bars, unless an approved alternate is recommended by pile manufacturer.

2.3 PRESTRESSING TENDONS

A. Uncoated, 7-wire stress-relieved strand complying with ASTM A415

B. Tendon Anchorages: Provide tendon anchorages for pretensioning capable of anchoring reinforcement for prestressed concrete without slippage after seating.

C. Provide steel cases for prestressing steel strand which have been proof tested by the manufacturer to at least 90% of the ultimate strength of the strand.

2.4 FABRICATION

A. Pile Points (if used): Hardened steel, hollowed tip to minimize bounce or deflection.

B. Pile Connectors: Fabricated of steel angles, fitted to outside dimensions of square pile ends.

C. Shop fabricate pile in maximum practical lengths to meet design requirements.

2.5 SOURCE QUALITY CONTROL

A. Provide shop testing and inspection of piles under provisions of Section SC01400 QUALITY REQUIREMENTS.

B. Test sample piles in accordance with PCI MNL 116 as required.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify site conditions under provisions of the applicable Section of the City's technical specifications.

3.2 PREPARATION

A. Use driving method that will not cause damage to nearby structures.

B. Notify adjacent and affected landowners and building occupants with 2 days notice before proceeding with the Work.

C. Protect structures near the Work from damage.

3.3 DRILLING

A. Drill holes to facilitate driving only if piling cannot be completed in specified manner. Drill only through strata that obstructs driving.

B. Hole Diameter: Maximum 1 inch larger than tip dimension.

3.4 TEST PILES

A. A test pile of the same size and materials as the other piles shall be driven with the same equipment and in the same manner as specified for other piles. The test pile shall be driven in the location of one of the final piles, as shown on the drawing, in advance of final driving of other piles so that lengths for casting may be determined. During driving, an accurate record of the penetration shall be kept. The test pile may be incorporated into the work as a permanent pile unless damaged, mislocated, or driven out of alignment.

3.5 DRIVING PILES

A. In some cases, as directed by the Project Manager or Engineer, the Contractor may be required to set up vibration monitoring

equipment and monitor the pile driving operations in accordance with Section 02018 VIBRATION MONITORING.

B. Perform PDA monitoring during all pile driving.

C. Piles shall be driven by such methods and equipment as will not impair their strength and as will insure the pile retaining the initial driving resistance and full lateral support of the soil. Piles without proper lateral support will be rejected.

D. Pile driver leads shall be of such a type that will hold the pile firmly in position and alignment and in axial alignment with the hammer. Driving of each pile shall be continuous without interruption until the pile has been driven to final penetration. If driving is interrupted before final penetration is reached, the record of penetration shall not be resumed until at least a 12-inch penetration has been obtained on resumption of driving.

E. Cap blocks shall consist of one solid block of hardwood of proper shape and dimensions to fit the hammer. The grain of the block shall be parallel to the axis of the pile. If laminated materials are used, the strength of such materials shall be equal to or greater than hardwood. The introduction of other materials to cushion the hammer blows will not be permitted. Details of the cap block arrangement shall be submitted to the Engineer for approval as specified above.

F. All piling within one-hundred (100) feet of an existing structure shall be predrilled. Any pile shall be predrilled if required by underground obstructions. Size of predrilled hole shall be such that pile has lateral support of soil. Extreme caution shall be exercised during pile driving operations to prevent damage to existing facilities and structures due to vibrations or other effects.

G. Piles shall be driven with diesel or steam operated hammer which develops a minimum energy of 15,000-foot pounds per blow. Piles shall be designated for a safe bearing capacity of 25 tons, as determined by the following formula:

$$2E\ R = S + 0.1 + 0.01P$$

Where:

R = Safe bearing value in tons.
S = the average penetration per blow in inches
P = weight of the pile as driven in tons
E = energy per blow of hammer in foot-tons

"S" shall be determined by computing the penetration per blow averaged during the last 10 to 20 hammer blows.

"E" = manufacturers rated capacity for the speed used in driving for double acting hammers; [product of weight of striking parts of hammer] x [height of hammer fall for single acting hammers]; energy per blow shall be determined in accordance with manufacturer's recommendations for combustion hammers.

H. All piles damaged, mislocated or driven out of alignment shall be withdrawn and replaced. Only when approved in writing by the Project Manager and Engineer, the abandoned pile may be left in place. Replacement piles shall be furnished and driven without additional cost to the Owner. This provision shall also apply to test piles.

I. Observation and measurements shall be made in the field during the process of driving by any suitable method satisfactory to the Project Manager and Engineer, to determine whether a driven pile has been lifted from its original seat during the operation of driving adjacent piles. The Contractor shall provide the necessary tools and instruments to make these measurements. Where such observations or measurements indicate that a pile has been unseated, it shall be re-driven to the resistance specified.

J. When approved by and Engineer, piling may be jetted to within 24 inches of final bearing, provided that each section is driven to final bearing in accordance with the criteria presented above.

3.6 TOLERANCES

A. Maximum Variation from Vertical for Plumb Piles: 1 in 48; however not more 2 inches.

B. Maximum Variation from Required Angle for Batter Piles: 1 in 24.

C. Maximum Variation from Pile Cut off Elevation: 4 inches.

D.

E. Maximum Out of Position: 3 inches.

3.7 FIELD QUALITY CONTROL

A. Field inspection will be performed under provisions of Section SC01400 QUALITY REQUIREMENTS.

B. Perform load tests to requirements of FDOT Standard Specifications Section 455-7.

C. Test Piles: Same diameter and type as specified for other piling, placed in same manner.

D. Accepted test piles may be used in the Work.

3.8 UNACCEPTABLE PILES

A. Unacceptable Piles: Piles that fail tests, are placed out of position, are below cut off elevations, or are damaged.

B. Provide additional piles or replace piles to conform to specified requirements.

END OF SECTION

SECTION 03930 – CONCRETE REHABILITATION

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (03930) shall govern the applicable project work that is typically identified in the FDOT Specification and Standard sections.

In the event that this technical specification (03930) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Preparation of concrete and application of repair materials

B. Restoration of concrete surfaces

C. Repair of concrete internal reinforcement

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section 03300 - Cast-In-Place Concrete

1.3 REFERENCES

A. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement

B. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement

C. ASTM C33 - Standard Specification for Concrete Aggregates

D. ASTM C150 - Standard Specification for Portland Cement

E. ASTM C882 - Standard Test Method for Bond Strength of Epoxy Resin Systems Used with Concrete by Slant Shear

F. ASTM D638 - Standard Test Method for Tensile Properties of Plastics

G. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics

H. AWS D1.4 - Structural Welding Code - Reinforcing Steel

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Repair Surface: By the square yard. Includes cleaning, surface preparation, repair, finishing.

1.5 SUBMITTALS FOR INFORMATION

A. Manufacturer's Certificate: Certify that specified products meet or exceed specified requirements.

1.6 SUBMITTALS AT PROJECT CLOSEOUT

A. Accurately record actual locations of structural reinforcement repairs, type of repair, and material.

1.7 QUALITY ASSURANCE

A. Perform welding work in accordance with AWS D1.4.

B. Materials Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three years documented experience.

C. Design reinforcement splices under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the State of Florida.

D. Applicator: Company specializing in concrete repair with minimum three years documented experience.

PART 2 PRODUCTS

2.1 PATCHING MATERIALS

A. Epoxy Resin: Two-part epoxy adhesive containing 100 percent solids, meeting the following minimum characteristics:

Characteristic	Test Method	Results
Bond Strength	ASTM C882	2,700 psi
Tensile Strength	ASTM D638	6,600 psi
Elongation	ASTM D638	2 percent @ 7 days @ 70°F
Compressive Strength	ASTM D695	6,500 psi

B. Bonding Agent: Polyvinyl acetate emulsion, dispersed in water while mixing, non-coagulant in mix, water resistant when cured.

C. Portland Cement: ASTM C150, Type A, white color.

D. Sand: ASTM C33, uniformly graded, clean.

E. Water: Clean and potable.

F. Cleaning Agent: Commercial muriatic acid of normal percent strength.

2.2 REINFORCEMENT MATERIALS

A. Reinforcing Steel: ASTM A615/A615M, 40 ksi yield grade billet-steel deformed bars, unfinished finish.

B. Stirrup Steel: ASTM A82.

2.3 MIXING EPOXY MORTARS

A. Mix epoxy mortars in accordance with manufacturer's instructions for purpose intended.

B. Mix components in clean equipment or containers. Conform to pot life and workability limits.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that surfaces are ready to receive work.

B. Beginning of installation means acceptance of existing surfaces.

3.2 PREPARATION

A. Clean concrete surfaces of dirt, laitance, corrosion, or other contamination; wire brush using water; rinse surface and allow to dry.

B. Flush out cracks and voids with chemical solvent or water to remove laitance and dirt. Chemically neutralize by rinsing with water.

C. For areas patched with epoxy mortar, remove broken and soft concrete 1/4 deep. Remove corrosion from steel. Clean surfaces mechanically; wash with cleaning agent rinse with water.

D. Sandblast or pressure clean the exposed reinforcement steel surfaces. Mechanically cut away damaged portions of bar.

3.3 REPAIR WORK

A. Repair exposed structural, shrinkage, and settlement cracks of concrete as indicated on Drawings by the epoxy injection or epoxy mortar method.

B. Repair spalling. Fill voids flush with surface.

C. Repair reinforcement by welding new bar reinforcement to existing reinforcement with sleeve splices. Strength of welded splices and reinforcement to exceed original stress values.

3.4 INJECTION - EPOXY RESIN ADHESIVE

A. Inject adhesive into prepared ports under pressure using equipment appropriate for particular application.

B. Begin injection at lower entry port and continue until adhesive appears in adjacent entry port. Continue from port to port until entire crack is filled.

C. Remove temporary seal and excess adhesive.

D. Clean surfaces adjacent to repair and blend finish.

3.5 APPLICATION - EPOXY MORTAR

A. Trowel apply mortar mix to an average minimum thickness. Tamp into place filling voids at spalled areas.

B. For patching honeycomb, trowel mortar onto surface, work mortar into honeycomb to bring surface flush with surrounding area. Finish trowel surface to match surrounding area.

C. Cover exposed steel reinforcement with epoxy mortar, feather edges to flush surface.

END OF SECTION

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

BID FORM

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified VENDORS to furnish, install and provide all labor for **RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS** on an 'as needed basis'.

Submitted By: _____ Date: _____
(VENDOR)

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. VENDOR will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including all addenda. Receipt of all of which is hereby acknowledged;

   b. VENDOR has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.

   c. VENDOR has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and the written resolution thereof by the CITY is acceptable to VENDOR.

4. VENDOR proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

5. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Email Address _____

Cell Phone Number _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____

Submitted on this _____ day of _____, 20___.

a. (If an individual, partnership, or non-incorporated organization)

Signature of
VENDOR _____

By _____

b. (If a corporation)

(Affix Seal)

Signature of
VENDOR _____

By _____

Attested by
Secretary _____

Incorporated under the laws of the State of _____.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that _____

as Principal, and _____, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

(RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____, 20___, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

_____
Name of Firm

WITNESS:

_____

_____ _____
Signature of Authorized Officer (affixed seal)

_____
Title

_____
Business Address

_____
City and State

SURETY:

_____
Corporate Surety

WITNESS:

_____ _____
Attorney-in-Fact (affix seal)

_____
Business Address

_____
City and State

_____
Name of Local Insurance Agency

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the such Bid Bond on behalf of the Principal, was then _____ of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

_____
Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of ___physical presence or ___online notarization _____ to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the _____ and that they have been authorized by _____ to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-060

Vendor: _____

Name: _____

Address: _____

City/ State: _____ ZIP: _____

Phone: _____

Bond Amount: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

City/ State: _____ ZIP: _____

Phone: _____

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

_____ _____

Date Agent and Attorney-in-Fact

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BIDDER'S QUALIFICATION STATEMENT
REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION,
WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:

Name: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Email Address.: _____

Check One	
Corporation	☐
Partnership	☐
Individual	☐
Other	☐

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Vendor is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If Vendor is a corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and address of Resident Agent: _____

3. If Vendor is an individual or a partnership, answer the following:

   a. Date of organization: _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

b. Name, address, and ownership units of all partners:

_____
_____
_____

c. State whether general or limited partnership: _____

4. What is the last project of this nature that you have completed?

_____
_____
_____

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:

_____
_____
_____

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

7. How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____
_____
_____

8. Have you ever failed to complete work awarded to you. If so, when, where, and why?

_____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

_____
_____
_____

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.

_____

11. Will you sublet any part of this WORK? If so, give details.

_____
_____

12. State the name and address of the Attorney, if any, for the business.

_____
_____

13. State the names and addresses of all businesses and/or individuals who own and interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor:

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

16. What will be your turnaround time for written responses to the City's inquires?

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES □ NO □

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Vendor or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1

23. Annual Average Services Revenue of the Vendor for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.

_____

_____

25. Provide a description of quality assurance/quality control management methods.

_____

_____

The VENDOR acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The VENDOR also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed)_____

(Title)_____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This _____ day of _____, 202__.

_____

Notary Public (Signature)

My Commission Expires: _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT
REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION,
WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this _____ day of _____ , 2024

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT OF PROPOSER

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is _____ of _____, the Vendor that
(Title) (Name of Corporation or Integrator)
has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Vendor, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer of director or, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	**RELATIONSHIP**
_____	_____
_____	_____

Witnesses:

_____
Typed name:

_____
Typed name:

VENDOR:

Signed: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.
Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

(Signed)_____

(Title)_____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

I, _____, on behalf of _____ certify

Print Name and Title Company Name

that _____does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran

Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____ _____

COMPANY NAME SIGNATURE

_____ _____

PRINT NAME TITLE

_____

DATE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This _____day of _____, 202_

_____
Notary Public (Signature)

_____
My Commission Expires:

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

WARRANTIES

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA,** Construction Contract described in these Bid Documents, the Vendor represents and warrants to the City of Boynton Beach, Florida:

1. The Vendor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Vendor in the Construction Contract; and

2. That the facts stated in the Vendor's Bid and information given the Vendor pursuant to the request or proposal for Bids, instructions to Vendors and Specifications are true and correct in all respects; and

3. That the Vendor has read and complied with all of the requirements set forth in the request for Bids, instructions to Vendors and Specifications; and

4. That the Vendor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Boynton Beach, Florida, free from any security interest, and other lien, and that the Vendor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Boynton Beach, Florida, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to the City of Boynton Beach, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Vendor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Vendor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Vendor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Vendor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

9. That this Warranty is included in exposures for which the Vendor has products liability and completed operations insurance, in minimum amounts of One Million ($1,000,000.00) Dollars for property damage and One Million ($1,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Vendor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Vendor, and in accordance with the Vendor's recommendations, a copy of which has either been supplied to the City of Boynton Beach should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Boynton Beach, Florida, agrees to present such records to the Vendor upon request in the event of a claim hereunder by the City;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Vendor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this __day of _____, 202__.

(SEAL)

VENDOR:

By _____

ATTEST:

_____

Secretary

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

TRENCH SAFETY ACT AFFIDAVIT

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Vendor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

_____
Name of Proposer

_____
Authorized Signature of Proposer

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

(Signed)_____

(Title)_____

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS**

Solicitation No.: **UTL24-060**

1. Definitions:

   "CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

   "SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____
Serial number, if any

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

DRAFT

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND [entity name]

SUBJECT TO REVISIONS PRIOR TO SIGNING

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and _____ a [type of entity: corporation/partnership/sole proprietor] authorized to do business in the State of Florida, with a business address of _____, hereinafter referred to as the "VENDOR," each a "Party" and collectively the "Parties." In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The VENDOR is retained by the CITY to provide the services, work, and all labor, parts, and materials related as described in **Re-Bid No. UTL24-060 Repair and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems**.

2. **SCOPE OF SERVICES**. VENDOR agrees to perform the services required for the **Repair and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems** on an as-needed basis by way of individual Purchase Orders or Task Orders. The specific scope of work for each project will be described in a Task Order. Each Task Order shall identify the location, scope or work, compensation, any applicable general or special conditions, and the project schedule, and shall be signed by the CITY and VENDOR. Time shall be of the essence for each Task Order. The terms and conditions of Bid No. UTL24-033 and VENDOR's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. UTL24-033, and VENDOR's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. UTL24-033; and 3. VENDOR's bid.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR to proceed with the applicable Task Order or Purchase Order. VENDOR shall perform all services and provide all work product required pursuant to this Agreement.

4. **TERM**. The initial Agreement period shall be for an initial term of **two (2) years**, commencing on _____ and shall remain in effect through _____ unless otherwise terminated in accordance with this Agreement ("Initial Term"). The CITY reserves the right to automatically renew the agreement for **three (3) one-year** renewals subject to vendor acceptance, satisfactory performance as determined by the CITY, and determination by the CITY that renewal will be in the best interest of the CITY ("Renewal"). Such Renewals are only effective and valid if in writing and executed by the City's Finance Director or designee. Both the Initial Term and all Renewals shall be collectively referred to as the "Term."

   The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

   Price increase will be subject to the City's approval at one (1) year renewals. Any requested price adjustment shall be fully documented and submitted to the City for consideration at least 60 calendar days prior to the respective term anniversary date. Price adjustment/increase for any one-year term will be subject to City's representative and Finance Director or designee's approval. The price increase

percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent.

5. **PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the Schedule of Prices attached as to this Agreement as Exhibit A, in accordance with the following:

   A. Payment for the work provided by VENDOR shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to VENDOR shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee as approved by the City Commission as required.

   B. The VENDOR may submit invoices to the CITY once per month during the progress of the work for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

   C. Final payment of any balance due the VENDOR of the total contract price earned will be made promptly upon CITY's ascertainment, verification, and acceptance that the Work is completed in accordance with this Agreement. VENDOR acknowledges that if a construction bond is required, final payment under a Task Order shall not be made until consent of surety us received by CITY.

   D. Payment as provided in this section by the CITY shall be full compensation for Work performed, including services rendered and all materials, supplies, equipment and incidentals necessary to complete the Work.

   E. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

   F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The VENDOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with VENDOR's endeavors.

7. **COMPLIANCE WITH LAWS**. VENDOR shall, in performing the Work contemplated by this Agreement, faithfully observe and comply with all federal, State of Florida and City of Boynton Beach, ordinances and regulations that are applicable to the Work rendered under this Agreement.

8. **INDEMNIFICATION**.

   A. The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors. The VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. VENDOR's aggregate liability pursuant to this indemnification provision shall not exceed one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or

consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

9. **INSURANCE**.

A. During the performance of the Work under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management. All polices shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any Work pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 12, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

iv. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

v. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the Risk Management Insurance Advisory Form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the Term of the Agreement.

10. **INDEPENDENT CONTRACTOR**. The VENDOR and the CITY agree that the VENDOR is an independent contractor with respect to the Work provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

11. **COVENANT AGAINST CONTINGENT FEES**. The VENDOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that VENDOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED**. The VENDOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, disability, marital status, political affiliation, pregnancy, gender identity and expression, sex or the presence of any physical or sensory handicap in the selection and retention of employees, procurement of materials or supplies, or in the performance of any Work pursuant to this Agreement.

13. **ASSIGNMENT**. The VENDOR shall not sublet or assign any of the Work covered by this Agreement without the express written consent of the CITY.

14. **NON-WAIVER**. Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **TERMINATION**.

    A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) business days of written notice by the CITY to the VENDOR in which event the VENDOR shall be paid its compensation for services performed through the termination date, including services reasonably related to termination. In the event that the VENDOR abandons this Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

    B. **Termination for Cause**. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt

of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by CITY for reasons including, but not limited to, VENDOR's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

C. In the event of the death of a member, partner, or officer of the VENDOR, or any of its supervisory personnel assigned to the project, the surviving members of the VENDOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the CITY. This section shall not be a bar to renegotiations of this Agreement between surviving members of the VENDOR and the CITY, if the CITY so chooses.

D. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

E. In addition to any termination rights stated in this Agreement, CITY shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by CITY due to VENDOR's failure to comply with any term(s) of this Agreement.

16. **DISPUTES**. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17**. NOTICE**. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN:
Address:
Phone:
Email:

18. **PUBLIC RECORDS**. The Vendor shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:

A. Keep and maintain public records required by the CITY to perform the Work;

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, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

D. Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

19. **UNCONTROLLABLE FORCES**.

A. Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

B. Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. **SCRUTINIZED COMPANIES**. By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. **E-VERIFY**. VENDOR is used interchangeably with CONTRACTOR throughout this Section. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
A. Definitions for this Section:

i. “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

ii. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

iii. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

23. **MISCELLANEOUS**.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and VENDOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted

by law, a final waiver of lien shall be required to be submitted by the VENDOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by VENDOR shall release CITY from all claims of liability by VENDOR in connection with this Agreement.

E. At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

F. It shall be the VENDOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation and the VENDOR's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

I. Non-Exclusive; No Guaranty. This Agreement is non-exclusive and the CITY reserves the right to award other contracts for work falling within the scope of this Agreement. No Purchase Order(s), Task Order(s), or minimum amount of work or compensation is guaranteed under this Agreement.

24. **DEFAULT OF CONTRACT & REMEDIES**.

A. Correction of Work. If, in the judgment of CITY, Work provided by VENDOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the Work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

B. **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by VENDOR :

I. The abandonment of the project by VENDOR for a period of more than seven (7) business days.

II. The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

III. The failure by VENDOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by VENDOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to VENDOR; provided, however, that if the nature of VENDOR 's default is such that more than seven (7) days are reasonably required for its cure, then VENDOR shall not be deemed to be in default if VENDOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

IV. The assignment and/or transfer of this Agreement or execution or attachment thereon by VENDOR or any other party in a manner not expressly permitted hereunder.

V. The making by VENDOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against VENDOR of a petition to have VENDOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against VENDOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of VENDOR's assets, or for VENDOR 's interest in this Agreement, where possession is not restored to VENDOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of VENDOR 's assets, or for VENDOR 's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) business days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) business days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the Work of VENDOR and proceed to perform Work under the Agreement, at its own cost and expense.

i. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the VENDOR had the VENDOR continued to perform the services under the Agreement.

ii. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR and/or the Surety together with the costs incident thereto to such default.

iii. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

iv. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by VENDOR of such notice from CITY.

25. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

26. **TRUTH-IN-NEGOTIATION CERTIFICATE**.

A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged to the VENDOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

27. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to Vendor and any subcontractor having access to personal identifying information pursuant to this Agreement, Vendor and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

28. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, VENDOR shall provide CITY with an affidavit attesting that the VENDOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH

_____
Daniel Dugger, City Manager

Date: _____

COMPANY

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

Date: _____

(Corporate Seal)

Attest/Authenticated:

_____
Witness

_____
Print Name

Approved as to Form:

_____
Shawna G. Lamb,
Office of the City Attorney

_____
Maylee De Jesus, City Clerk

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - $1,000,000.00	
Automobile Liability	Combined Single Limit	$
1,000,000.00 Any Auto		
All Owned		
Autos Hired		
Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 04/2021

ATTACHMENTS

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	GENERAL CONDITIONS		
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	
GC-5	Record Drawing	LS	
GC-6	Construction Survey	LS	
GC-7	Pre-During-Post Construction Digital Photos	LS	
GC-8	M.O.T. Residential Street	EA	
GC-9	M.O.T. City Arterial Roadway	EA	
GC-10	M.O.T. DOT Roadway	EA	
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)	ALLOWANCE ITEM	
GC-12	Density Tests (actual cost reimbursement by City)	---	---
GC-13	Proctor Tests (actual cost reimbursement by City)	---	---
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)	---	---
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)	---	---
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)	---	---
GC-17	Applicable Permits (actual cost reimbursement by City)	---	---
	WASTEWATER		
	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-1	0' - 6' FT Deep	LF	
SWR-2	6' - 8' FT Deep	LF	
SWR-3	8' - 10' FT Deep	LF	
SWR-4	10' - 12' FT Deep	LF	
SWR-5	12' - 16' FT Deep	LF	
SWR-6	16' - 20' FT Deep	LF	
	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-7	0' - 6' FT Deep	LF	
SWR-8	6' - 8' FT Deep	LF	
SWR-9	8' - 10' FT Deep	LF	
SWR-10	10' - 12' FT Deep	LF	
SWR-11	12' - 16' FT Deep	LF	
SWR-12	16' - 20' FT Deep	LF	
	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-13	0' - 6' FT Deep	LF	
SWR-14	6' - 8' FT Deep	LF	
SWR-15	8' - 10' FT Deep	LF	
SWR-16	10' - 12' FT Deep	LF	
SWR-17	12' - 16' FT Deep	LF	
SWR-18	16' - 20' FT Deep	LF	
	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-19	0' - 6' FT Deep	LF	
SWR-20	6' - 8' FT Deep	LF	
SWR-21	8' - 10' FT Deep	LF	
SWR-22	10' - 12' FT Deep	LF	
SWR-23	12' - 16' FT Deep	LF	
SWR-24	16' - 20' FT Deep	LF	
	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-25	0' - 6' FT Deep	LF	
SWR-26	6' - 8' FT Deep	LF	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
SWR-27	8' - 10' FT Deep	LF	
SWR-28	10' - 12' FT Deep	LF	
SWR-29	12' - 16' FT Deep	LF	
SWR-30	16' - 20' FT Deep	LF	
	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-31	0' - 6' FT Deep	LF	
SWR-32	6' - 8' FT Deep	LF	
SWR-33	8' - 10' FT Deep	LF	
SWR-34	10' - 12' FT Deep	LF	
SWR-35	12' - 16' FT Deep	LF	
SWR-36	16' - 20' FT Deep	LF	
	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-37	0' - 6' FT Deep	LF	
SWR-38	6' - 8' FT Deep	LF	
SWR-39	8' - 10' FT Deep	LF	
SWR-40	10' - 12' FT Deep	LF	
SWR-41	12' - 16' FT Deep	LF	
SWR-42	16' - 20' FT Deep	LF	
	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-43	0' - 6' FT Deep	LF	
SWR-44	6' - 8' FT Deep	LF	
SWR-45	8' - 10' FT Deep	LF	
SWR-46	10' - 12' FT Deep	LF	
SWR-47	12' - 16' FT Deep	LF	
SWR-48	16' - 20' FT Deep	LF	
	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-49	0' - 6' FT Deep	LF	
SWR-50	6' - 8' FT Deep	LF	
SWR-51	8' - 10' FT Deep	LF	
SWR-52	10' - 12' FT Deep	LF	
SWR-53	12' - 16' FT Deep	LF	
SWR-54	16' - 20' FT Deep	LF	
	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-55	0' - 6' FT Deep	LF	
SWR-56	6' - 8' FT Deep	LF	
SWR-57	8' - 10' FT Deep	LF	
SWR-58	10' - 12' FT Deep	LF	
SWR-59	12' - 16' FT Deep	LF	
SWR-60	16' - 20' FT Deep	LF	
	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of:		
SWR-61	0' - 6' FT Deep	LF	
SWR-62	6' - 8' FT Deep	LF	
SWR-63	8' - 10' FT Deep	LF	
SWR-64	10' - 12' FT Deep	LF	
SWR-65	12' - 16' FT Deep	LF	
SWR-66	16' - 20' FT Deep	LF	
	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of:		
SWR-67	0' - 6' FT Deep	LF	
SWR-68	6' - 8' FT Deep	LF	
SWR-69	8' - 10' FT Deep	LF	
SWR-70	10' - 12' FT Deep	LF	
SWR-71	12' - 16' FT Deep	LF	
SWR-72	16' - 20' FT Deep	LF	
	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-73	0' - 3' FT Deep	LF	
SWR-74	3' - 6' FT Deep	LF	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
SWR-75	6' - 8' FT Deep	LF	
SWR-76	8' - 10' FT Deep	LF	
	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of:		
SWR-77	0' - 3' FT Deep	LF	
SWR-78	3' - 6' FT Deep	LF	
SWR-79	6' - 8' FT Deep	LF	
SWR-80	8' - 10' FT Deep	LF	
	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-81	0' - 3' FT Deep		
SWR-82	3' - 6' FT Deep	LF	
SWR-83	6' - 8' FT Deep	LF	
SWR-84	8' - 10' FT Deep	LF	
	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of:		
SWR-85	0' - 3' FT Deep	LF	
SWR-86	3' - 6' FT Deep	LF	
SWR-87	6' - 8' FT Deep	LF	
SWR-88	8' - 10' FT Deep	LF	
	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-89	0' - 3' FT Deep	LF	
SWR-90	3' - 6' FT Deep	LF	
SWR-91	6' - 8' FT Deep	LF	
SWR-92	8' - 10' FT Deep	LF	
	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-93	0' - 3' FT Deep	LF	
SWR-94	3' - 6' FT Deep	LF	
SWR-95	6' - 8' FT Deep	LF	
SWR-96	8' - 10' FT Deep	LF	
	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of:		
SWR-97	0' - 3' FT Deep	LF	
SWR-98	3' - 6' FT Deep	LF	
SWR-99	6' - 8' FT Deep	LF	
SWR-100	8' - 10' FT Deep	LF	
	Reconstruct Sanitary Sewer Lateral Clean-Out		
SWR-101	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (single)	EA	
SWR-102	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (double)	EA	
SWR-103	Ductile Iron Fittings for Wastewater Force Main with Accessories	TN	
SWR-104	Additional Pipe Crew Hours for installation greater than 60" cover	HR	
	Furnish & Install Mega-Lug Joint Restraint for DIP		
SWR-105	4" Mega-Lug Joint Restraint for DIP	EA	
SWR-106	6" Mega-Lug Joint Restraint for DIP	EA	
SWR-107	8" Mega-Lug Joint Restraint for DIP	EA	
SWR-108	10" Mega-Lug Joint Restraint for DIP	EA	
SWR-109	12"Mega-Lug Joint Restraint for DIP	EA	
SWR-110	16" Mega-Lug Joint Restraint for DIP	EA	
SWR-111	24" Mega-Lug Joint Restraint for DIP	EA	
SWR-112	36" Mega-Lug Joint Restraint for DIP	EA	
	Furnish & Install Mega-Lug Joint Restraint for PVC - C900		
SWR-113	4" Mega-Lug Joint Restraint for PVC - C900	EA	
SWR-114	6" Mega-Lug Joint Restraint for PVC - C900	EA	
SWR-115	8" Mega-Lug Joint Restraint for PVC - C900	EA	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install Joint Restraint Gasket)		
SWR-116	4" Joint Restraint Gasket (Field Lok or Fast Grip)		
SWR-117	6" Joint Restraint Gasket(Field Lok or Fast Grip)	EA	
SWR-118	8" Joint Restraint Gasket(Field Lok or Fast Grip)	EA	
SWR-119	10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
SWR-120	12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
	Furnish & Install PVC - C900 Bell Joint Restraint		
SWR-121	4" PVC - C900 Bell Joint Restraint	EA	
SWR-122	6" PVC - C900 Bell Joint Restraint	EA	
SWR-123	8" PVC - C900 Bell Joint Restraint	EA	
	Furnish & Install DIP Bell Joint Restraint		
SWR-124	10" DIP Bell Joint Restraint	EA	
SWR-125	16" DIP Bell Joint Restraint	EA	
SWR-126	20" DIP Bell Joint Restraint	EA	
SWR-127	24" DIP Bell Joint Restraint	EA	
SWR-128	36" DIP Bell Joint Restraint	EA	
	Furnish & Install Gate Valve & Valve Box		
SWR-129	4" Gate Valve & Valve Box	EA	
SWR-130	6" Gate Valve & Valve Box	EA	
SWR-131	8" Gate Valve & Valve Box	EA	
SWR-132	10" Gate Valve & Valve Box	EA	
SWR-133	12" Gate Valve & Valve Box	EA	
SWR-134	16" Gate Valve & Valve Box	EA	
SWR-135	20" Gate Valve & Valve Box	EA	
SWR-136	24" Gate Valve & Valve Box	EA	
SWR-137	36" Gate Valve & Valve Box	EA	
	Furnish & Install Tapping Sleeve with Valve & Valve Box		
SWR-138	8"x6" Tapping Sleeve w/Valve & Valve Box	EA	
SWR-139	8"x8" Tapping Sleeve w/Valve & Valve Box	EA	
SWR-140	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	
SWR-141	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	
SWR-142	Wastewater Force Main 2" Air Release Valve w/Manhole	EA	
	Furnish & Install Insertion Valve with Valve Box		
SWR-143	4" Insertion Valve w/Valve Box	EA	
SWR-144	6" Insertion Valve w/Valve Box	EA	
SWR-145	8" Insertion Valve w/Valve Box	EA	
SWR-146	10" Insertion Valve w/Valve Box	EA	
SWR-147	12" Insertion Valve w/Valve Box	EA	
SWR-148	16" Insertion Valve w/Valve Box	EA	
SWR-149	20" Insertion Valve w/Valve Box	EA	
SWR-150	24" Insertion Valve w/Valve Box	EA	
	Furnish & Install Plug Valves		
SWR-151	4" Plug Valve	EA	
SWR-152	6" Plug Valve	EA	
SWR-153	8" Plug Valve	EA	
SWR-154	10" Plug Valve	EA	
SWR-155	12" Plug Valve	EA	
SWR-156	16" Plug Valve	EA	
SWR-157	20" Plug Valve	EA	
SWR-158	24" Plug Valve	EA	
	Furnish & Install Check Valves		
SWR-159	4" Check Valve	EA	
SWR-160	6" Check Valve	EA	
SWR-161	8" Check Valve	EA	
SWR-162	10" Check Valve	EA	
SWR-163	12" Check Valve	EA	
SWR-164	16" Check Valve	EA	
SWR-165	20" Check Valve	EA	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
SWR-166	24" Check Valve	EA	
	Furnish & Install Line Stop		
SWR-167	4" Insertion Line Stop	EA	
SWR-168	6" Insertion Line Stop	EA	
SWR-169	8" Insertion Line Stop	EA	
SWR-170	10" Insertion Line Stop	EA	
SWR-171	12" Insertion Line Stop	EA	
SWR-172	16" Insertion Line Stop	EA	
SWR-173	20" Insertion Line Stop	EA	
SWR-174	24" Insertion Line Stop	EA	
SWR-175	30" Insertion Line Stop	EA	
SWR-176	36" Insertion Line Stop	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:		
SWR-177	0' - 4' FT Deep	EA	
SWR-178	4' - 6' FT Deep	EA	
SWR-179	6' - 8' FT Deep	EA	
SWR-180	8' - 10' FT Deep	EA	
SWR-181	10' - 12' FT Deep	EA	
SWR-182	12' - 14' FT Deep	EA	
SWR-183	14' - 16' FT Deep	EA	
SWR-184	16' - 20' FT Deep	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:		
SWR-185	0' - 4' FT Deep	EA	
SWR-186	4' - 6' FT Deep	EA	
SWR-187	6' - 8' FT Deep	EA	
SWR-188	8' - 10' FT Deep	EA	
SWR-189	10' - 12' Feet Deep	EA	
SWR-190	12' - 14' FT Deep	EA	
SWR-191	14' - 16' FT Deep	EA	
SWR-192	16' - 20' FT Deep	EA	
	****WATER MAIN**		
	****Prices Quoted in the Water Main Section are Interchangeable with Reuse Water Lines and Raw Water Lines as needed**		
	Furnish & Install 4-Inch PVC - C900 Water Main in Right of Way at a depth of:		
WTR-1	0' - 3' FT Deep	LF	
WTR-2	3' - 6' FT Deep	LF	
	Furnish & Install 4-Inch PVC - 900 Water Main in Rear Easement at a depth of:		
WTR-3	0' - 3' FT Deep	LF	
WTR-4	3' - 6' FT Deep	LF	
	Furnish & Install 6-Inch PVC - C900 Water Main in Right of Way at a depth of:		
WTR-5	0' - 3' FT Deep	LF	
WTR-6	3' - 6' FT Deep	LF	
	Furnish and Install 6-inch PVC - C900 Water Main in Rear Easement at a depth of:		
WTR-7	0' - 3' FT Deep	LF	
WTR-8	3' - 6' FT Deep	LF	
	Furnish & Install Cement Lined Ductile Iron Pipe Water Main		
WTR-9	4" Ductile Iron Pipe Water Main in Rear Easement	LF	
WTR-10	6" Ductile iron Pipe Water Main in Rear Easement	LF	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
WTR-11	4" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-12	6" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-13	8" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-14	10" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-15	12" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-16	16" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-17	20" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-18	24" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-19	30" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-20	36" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-21	42" Ductile Iron Pipe Water Main in Utility ROW	LF	
WTR-22	Additional Pipe Crew Hours for installation greater than 60" cover	HR	
WTR-23	Ductile Iron Fittings for Water Main with Accessories	TON	
	Furnish & Install Mega-Lug Joint Restraint for DIP		
WTR-24	4" Mega-Lug Joint Restraint for DIP	EA	
WTR-25	6" Mega-Lug Joint Restraint for DIP	EA	
WTR-26	8" Mega-Lug Joint Restraint for DIP	EA	
WTR-27	10" Mega-Lug Joint Restraint for DIP	EA	
WTR-28	12"Mega-Lug Joint Restraint for DIP	EA	
WTR-29	14" Mega-Lug Joint Restraint for DIP	EA	
WTR-30	16" Mega-Lug Joint Restraint for DIP	EA	
WTR-31	24" Mega-Lug Joint Restraint for DIP	EA	
WTR-32	30" Mega-Lug Joint Restraint for DIP	EA	
WTR-33	36" Mega-Lug Joint Restraint for DIP	EA	
WTR-34	42" Mega-Lug Joint Restraint for DIP	EA	
	Furnish & Install Mega-Lug Restraint for PVC - C900		
WTR-35	4" Mega-Lug Joint Restraint for PVC -C900	EA	
WTR-36	6" Mega-Lug Joint Restraint for PVC - C900	EA	
WTR-37	8" Mega-Lug Joint Restraint for PVC - C900	EA	
	Furnish & Install Joint Restraint Gasket		
WTR-38	6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
WTR-39	8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
WTR-40	10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
WTR-41	12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	
	Furnish & Install DIP Bell Joint Restraint		
WTR-42	6" DIP Bell Joint Restraint	EA	
WTR-43	8" DIP Bell Joint Restraint	EA	
WTR-44	10" DIP Bell Joint Restraint	EA	
WTR-45	12" DIP Bell Joint Restraint	EA	
WTR-46	14" DIP Bell Joint Restraint	EA	
WTR-47	16" DIP Bell Joint Restraint	EA	
WTR-48	24" DIP Bell Joint Restraint	EA	
WTR-49	30" DIP Bell Joint Restraint	EA	
WTR-50	36" DIP Bell Joint Restraint	EA	
WTR-51	42" DIP Bell Joint Restraint	EA	
	Furnish & Install Gate Valve & Valve Box		
WTR-52	4" Gate Valve & Valve Box	EA	
WTR-53	6" Gate Valve & Valve Box	EA	
WTR-54	8" Gate Valve & Valve Box	EA	
WTR-55	10" Gate Valve & Valve Box	EA	
WTR-56	12" Gate Valve & Valve Box	EA	
WTR-57	16" Gate Valve & Valve Box	EA	
WTR-58	20" Gate Valve & Valve Box	EA	
WTR-59	24" Gate Valve & Valve Box	EA	
WTR-60	36" Gate Valve & Valve Box	EA	
	Furnish & Install Butterfly Valve & Valve Box		

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
WTR-61	12" Butterfly Valve & Valve Box	EA	
WTR-62	16" Butterfly Valve & Valve Box	EA	
WTR-63	24" Butterfly Valve & Valve Box	EA	
WTR-64	30" Butterfly Valve & Valve Box	EA	
WTR-65	36" Butterfly Valve & Valve Box	EA	
WTR-66	42" Butterfly Valve & Valve Box	EA	
	Furnish & Install Tapping Sleeve with Valve & Valve Box		
WTR-67	6"x6" Tapping Sleeve w/Valve & Valve Box	EA	
WTR-68	6'X4" Tapping Sleeve w/Valve & Valve Box	EA	
WTR-69	8"x6" Tapping Sleeve w/Valve & Valve Box	EA	
WTR-70	8"x8" Tapping Sleeve w/Valve & Valve Box	EA	
WTR-71	12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	
WTR-72	12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	
	Furnish & Install Insertion Valve with Valve Box		
WTR-73	4" Insertion Valve w/Valve Box	EA	
WTR-74	6" Insertion Valve w/Valve Box	EA	
WTR-75	8" Insertion Valve w/Valve Box	EA	
WTR-76	10" Insertion Valve w/Valve Box	EA	
WTR-77	12" Insertion Valve w/Valve Box	EA	
WTR-78	16" Insertion Valve w/Valve Box	EA	
WTR-79	20" Insertion Valve w/Valve Box	EA	
WTR-80	24" Insertion Valve w/Valve Box	EA	
	Furnish & Install Line Stop		
WTR-81	4" Insertion Line Stop	EA	
WTR-82	6" Insertion Line Stop	EA	
WTR-83	8" Insertion Line Stop	EA	
WTR-84	10" Insertion Line Stop	EA	
WTR-85	12" Insertion Line Stop	EA	
WTR-86	16" Insertion Line Stop	EA	
WTR-87	20" Insertion Line Stop	EA	
WTR-88	24" Insertion Line Stop	EA	
WTR-89	36" Insertion Line Stop	EA	
	Fire Hydrants		
WTR-90	Fire Hydrant Assembly (42" Burial) w/elbow for Anchor Tee, Gate Valve & 6" DIP	EA	
WTR-91	Fire Hydrant Assembly (42" Burial) w/6" Gate Valve & 6" DIP	EA	
WTR-92	Remove & Replace Fire Hydrant Assembly (36" burial)	EA	
WTR-93	Remove & Replace Fire Hydrant Assembly (42" burial)	EA	
WTR-94	Remove & Replace Fire Hydrant Assembly (54" burial)	EA	
WTR-95	Fire Hydrant Extensions	EA	
WTR-96	Bollards for Fire Hydrant	EA	
WTR-97	Sample Points w/double strap saddle & corp stop	EA	
WTR-98	Sample Points on Fire Hydrants	EA	
WTR-99	2" Blowoff piping with box	EA	
WTR-100	Water Main 1" Air Release Valve w/Manhole	EA	
WTR-101	Short Single service (1-1/2" Poly) (up to 10' long)	EA	
WTR-102	Short Double Service (1-1/2" Poly) (up to 10' long)	EA	
WTR-103	Long Single Service (1-1/2" w/3" casings) (up to 40' Long)	EA	
WTR-104	Long Double Service (1-1/2" w/3" casings) (up to 40' Long)	EA	
WTR-105	Sample Point for bacteriological test	EA	
WTR-106	6" to 12" Dia. Connection to existing Water Main (Joint Restraint for existing pipe is not included)	EA	
WTR-107	16" to 24" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	EA	
WTR-108	30" Diameter Connection to existing water main (Joint restraint for existing pipe is not included)	EA	
WTR-109	36"Dia. Connection t existing water main (joint restraint for existing pipe is not included)	EA	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
WTR-110	42" Diameter connection to existing water main (Joint Restraint for existing pipe is not included)	EA	
	Asbestos-Cement (AC) Water Main Removal & Disposal		
WTR-111	Remove & Dispose AC Water Main (actual cost reimbursement by City)	ALLOWANCE ITEM	
	STORM WATER		
	Furnish & Install 15-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-1	0' - 6' Ft. deep	LF	
STM-2	6' - 8' Ft. deep	LF	
	Furnish & Install 15-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-3	0' - 6' Ft. deep	LF	
STM-4	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch RCP Storm Water Main in Utility Right of Way at depth of:		
STM-5	0' - 6' Ft. deep	LF	
STM-6	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-7	0' - 6' Ft. deep	LF	
STM-8	6' - 8' Ft. deep	LF	
	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of:		
STM-9	0' - 6' Ft. deep	LF	
STM-10	6' - 8' Ft. deep	LF	
STM-11	8' - 10' Ft. deep	LF	
	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-12	0' - 6' Ft. deep	LF	
STM-13	6' - 8' Ft. deep	LF	
STM-14	8' - 10' Ft. deep	LF	
	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-15	0' - 6' Ft. deep	LF	
STM-16	6' - 8' Ft. deep	LF	
STM-17	8' - 10' Ft. deep	LF	
	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of:		
STM-18	0' - 6' Ft. deep	LF	
STM-19	6' - 8' Ft. deep	LF	
STM-20	8' - 10' Ft. deep	LF	
	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of:		
STM-21	0' - 6' Ft. deep	LF	
STM-22	6' - 8' Ft. deep	LF	
STM-23	8' - 10' Ft. deep	LF	
STM-24	10' - 12' Ft. deep	LF	
STM-25	12' - 15' Ft deep	LF	
	Furnish & Install 15-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-26	0' - 6' Ft. deep	LF	
STM-27	6' - 8' Ft. deep	LF	
	Furnish Install 15-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-28	0' - 6' Ft. deep	LF	
STM-29	6' - 8' Ft. deep	LF	
	Furnish & Install 18-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-30	0' - 6' Ft. deep	LF	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
STM-31	6' - 8' Ft. deep	LF	
	Furnish & Install 18-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-32	0' - 6' Ft. deep	LF	
STM-33	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-34	0' - 6' Ft. deep	LF	
STM-35	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-36	0' - 6' Ft. deep	LF	
STM-37	6' - 8' Ft. deep	LF	
	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-38	0' - 6' Ft. deep	LF	
STM-39	6' - 8' Ft. deep	LF	
STM-40	8' - 10' Ft. deep	LF	
	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-41	0' - 6' Ft. deep	LF	
STM-42	6' - 8' Ft. deep	LF	
STM-43	8' - 10' Ft. deep	LF	
	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-44	0' - 6' Ft. deep	LF	
STM-45	6' - 8' Ft. deep	LF	
STM-46	8' - 10' Ft. deep	LF	
STM-47	10' - 12' Ft. deep	LF	
	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-48	0' - 6' Ft. deep	LF	
STM-49	6' - 8' Ft. deep	LF	
STM-50	8' - 10' Ft. deep	LF	
STM-51	10' - 12' Ft. deep	LF	
	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-52	0' - 6' Ft. deep	LF	
STM-53	6' - 8' Ft. deep	LF	
STM-54	8' - 10' Ft. deep	LF	
STM-55	10' - 15' Ft. deep	LF	
	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-56	0' - 6' Ft. deep	LF	
STM-57	6' - 8' Ft. deep	LF	
STM-58	8' - 10' Ft. deep	LF	
STM-59	10' - 15' Ft. deep	LF	
	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of:		
STM-60	0' - 6' Ft. deep	LF	
STM-61	6' - 8' Ft. deep	LF	
STM-62	8' - 10' Ft. deep	LF	
STM-63	10' - 15' Ft. deep	LF	
	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of:		
STM-64	0' - 6' Ft. deep	LF	
STM-65	6' - 8' Ft. deep	LF	
STM-66	8' - 10' Ft. deep	LF	
STM-67	10' - 15' Ft. deep	LF	
	Furnish & Install 12-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
STM-68	0' - 6' Ft. deep	LF	
STM-69	6' - 8' Ft. deep	LF	
	Furnish & Install 12-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-70	0' - 6' Ft. deep	LF	
STM-71	6' - 8' Ft. deep	LF	
	Furnish & Install 15-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-72	0' - 6' Ft. deep	LF	
STM-73	6' - 8' Ft. deep	LF	
	Furnish & Install 15-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-74	0' - 6' Ft. deep	LF	
STM-75	6' - 8' Ft. deep	LF	
	Furnish and Install 18-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-76	0' - 6' Ft. deep	LF	
STM-77	6' - 8' Ft. deep	LF	
	Furnish & Install 18-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-78	0' - 6' Ft. deep	LF	
STM-79	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch HDPE Storm Water Main in Utility Right of Way at a depth of:		
STM-80	0' - 6' Ft. deep	LF	
STM-81	6' - 8' Ft. deep	LF	
	Furnish & Install 24-Inch HDPE Storm Water Main in Rear Easement at a depth of:		
STM-82	0' - 6' Ft. Deep	LF	
STM-83	6' - 8' Ft. Deep	LF	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of:		
STM-84	0' - 4' Ft. deep	EA	
STM-85	4' - 6' Ft. deep	EA	
STM-86	6' - 8' Ft. deep	EA	
STM-87	8' - 10' Ft. deep	EA	
STM-88	10' - 12' Ft. deep	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of:		
STM-89	0' - 4' Ft. deep	EA	
STM-90	4' - 6' Ft. deep	EA	
STM-91	6' - 8' Ft. deep	EA	
STM-92	8' - 10' Ft. deep	EA	
STM-93	10' - 12' Ft. deep	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of:		
STM-94	0' - 4' Ft. deep	EA	
STM-95	4' - 6' Ft. deep	EA	
STM-96	6' - 8' Ft. deep	EA	
STM-97	8' - 10' Ft. deep	EA	
STM-98	10' - 12' Ft. deep	EA	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of:		
STM-99	0' - 4' Ft. deep	EA	
STM-100	4' - 6' Ft. deep	EA	
STM-101	6' - 8' Ft. deep	EA	
STM-102	8' - 10' Ft. deep	EA	
STM-103	10' - 12' Ft. deep	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-104	0' - 4' Ft. deep	EA	
STM-105	4' - 6' Ft. deep	EA	
STM-106	6' - 8' Ft. deep	EA	
STM-107	Optional Pollution Control Device	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-108	0' - 4' Ft. deep	EA	
STM-109	4' - 6' Ft. deep	EA	
STM-110	6' - 8' Ft. deep	EA	
STM-111	Optional Pollution Control Device	EA	
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of:		
STM-112	0' - 4' Ft. deep	EA	
STM-113	4' - 6' Ft. deep	EA	
STM-114	6' - 8' Ft. deep	EA	
STM-115	8' - 10' Ft. deep	EA	
STM-116	10' - 12' Ft. deep	EA	
STM-117	Optional Pollution Control Device	EA	
	RESTORATION		
R-1	Removal and disposal of 6" thick concrete	SF	
R-2	Furnish & Install 4" Concrete without wire	SF	
R-3	Furnish & Install 6" Concrete without wire	SF	
R-4	Furnish & Install ADA compliant detectable surface	EA	
R-5	Furnish & Install FDOT Type "D" Curb - by hand	LF	
R-6	Furnish & Install FDOT Type "D" Curb - by machine	LF	
R-7	Furnish & Install FDOT Type "F" Curb - by hand	LF	
R-8	Furnish & Install FDOT Type "F" Curb - by machine	LF	
R-9	Furnish & Install FDOT Valley Gutter - by hand	LF	
R-10	Furnish & Install FDOT Valley Gutter - by machine	LF	
R-11	Furnish & Install Bahia Sod - up to 1000 SF	SF	
R-12	Furnish & Install Bahia Sod - over 1000 SF	SF	
R-13	Furnish & Install Floratam Sod - up to 1000 SF	SF	
R-14	Furnish & Install Floratam Sod - over 1000 SF	SF	
R-15	Furnish & Install FDOT seed & mulch mix	SY	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Bid Proposal - Attachment "A"

ITEM	DESCRIPTION OF BID ITEM	UNIT	TOTAL
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	HR	
R-17	Removal and Disposal of Existing Asphalt Pavement	SY	
R-18	Mill Existing Pavement (3/4" - 1" avg)	SY	
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)	SY	
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course	SY	
R-21	Furnish and Install 1" Type S-III Surface Course	SY	
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way	SY	
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way	SY	
R-24	FDOT Flowable Fill (Excavatable)	CY	
R-25	Leak Repairs (structures) - Grouting	GAL	
R-26	Ground Stabilization Grouting	CY	
R-27	6" Limerock/ Crushed Concrete Base, primed	SY	
R-28	8" Limerock/ Crushed Concrete Base, primed	SY	
R-29	12" Compacted Subgrade, 98% T-180	SY	
R-30	Adjust manhole ring and cover to grade	EA	
R-31	Adjust valve box to grade	EA	
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)	SF	
BY-PASS PUMP SET UP WITH BY-PASS PUMPING			
BP-1	Bypass 8" Sewer Set Up	EA	
BP-2	Bypass 10" to 12" Sewer Setup	EA	
BP-3	Bypass 15" to 18" Sewer Setup	EA	
BP-4	Bypass 24" Sewer Setup	EA	
BP-5	Bypass 4" Pump Including Monitoring	DAY	
BP-6	Bypass 6" Pump Including Monitoring	DAY	
BP-7	Bypass 8" Pump Including Monitoring	DAY	
BP-8	Bypass 10" Pump Including Monitoring	DAY	
WELL POINT SYSTEM AND DE-WATERING			
WP-1	Well Point system up to 150 points complete with pump and jetting equipment, and Monitoring	DAY	
WP-2	Well Point system with more than 150 points complete with pump and jetting equipment, and Monitoring	DAY	
IMPORTED BACKFILL & REMOVAL OF IN-SITU MATERIAL			
BF-1	Removal & Disposal of unsuitable in-situ material/soil	CY	
BF-2	Imported Backfill & Compaction	CY	

UTL24-060 Re-Bid for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems
Scheduled & Emergency Repair Scenarios - Attachment "B"

PLEASE PREPARE EACH SCENARIO OUTLINED BY USING THE ITEMS SUBMITTED ON THE SCHEDULE OF BID ITEMS (BP-1 through BP-12). SUBMIT ALONG WITH THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE. VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. ALL ITEMS PROVIDED IN THE SCENARIOS THAT ARE LABELED 'ACTUAL COST REIMBURSEMENT BY THE CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST. THE ESTIMATED COST IS INFORMATIVE AND NOT PART OF THE AWARDED AMOUNT. Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.

BID No.: UTL24-060

SCENARIO #1

Emergency Repair: 8-inch sewer main in rear easement of a residential neighborhood at 16-feet deep. Bypass 300-linear feet of sewer main, excavate and dewater with well point system (180 well points) to repair and replace 10-feet of PVC pipe with C-900 PVC pipe. Reconnect one (1) 6-inch sewer lateral, backfill and restore 2,600 SF of Floratam sod and water in sod.

SCENARIO #2

Emergency Repair: 16-inch sewer force main in utility right-of-way at 4-feet deep. Repair and replace 6-foot section of 16-inch CIP with 16-inch epoxy lined DIP with fittings. Backfill in lifts, restore 400 SF of FDOT approved asphalt and 1,500 SF of Bahia sod and water in sod.

SCENARIO #3

Scheduled Repair: Excavate and dewater with well point system (100 well points) to repair and replace 20-linear feet of 48-inch stormwater CMP with 48-inch CAP 10-feet deep. Restore an area of 3,000 SF of Bahia sod and water in sod.

SCENARIO #4

Emergency Repair: 16-inch water main break in FDOT roadway. Repair 16-inch water main break **that is 5 feet deep**, 40-feet section of 16-inch DIP, and approved fittings. Backfill excavation in 12-inch lifts with FDOT-approved rock. Restore 1000 SF of asphalt, **including milling and overlay**.

ATTACHMENT "C"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Work Orders. Work Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Work Order **and** at the time of Work Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract/Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Contractor	Evaluation Period ☐ Interim ☐ Final
Project Title	If evaluating under a work order contract, specify type	

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	**Rating** Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
4.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
6.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)					
10.	Total Rating Score (Total row 9.)					
11.	Average Rating Score (Divide line 10 by the number 8.)					

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding SBE utilization on Line 20. Additional space is available on Line 22 if needed.

12. Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
13. Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
14. Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
15. Contractor strengths:	
16. Contractor weaknesses:	
17. Specific problems incurred:	
18. How may these have been prevented?	
19. Additional comments/recommendations:	
20. Comments on sub-contractor utilization:	
21. **Currently recommend firm for future contracts/work orders of this type? If "No" or "Possibly", an explanation must be provided in Line 22 below.**	☐ **Yes** ☐ **No** ☐

Project Manager (sign)	Date	Section Administrator (sign)	Date

22. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT MANAGEMENT/PROCUREMENT USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	Comments:
Running Average Score:	

Procurement Representative (sign)	Date	Other Required Approval (sign)	Date

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 1

DATE: **August 14, 2024**
BID NO: **UTL24-060**
BID TITLE: **Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems**

Closing Date Remains Unchanged: Monday, August 26, 2024, 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

Question 1:
Since this is a REBID, has anything changed from the previous bid?

Answer 1:
The Scope of Services for this solicitation is the same but there are requirements, terms and conditions, etc. that may have changed. We recommend that you read the full solicitation to ensure all submission requirements are met.

Question 2:
What is the Engineer's Estimate/Budget?

Answer 2:
$2 Million/Annually

Question 3:
The bid bond will get uploaded with submittal, however is it required to mail the original to the City?

Answer 3:
An electronic version of the bid bond will be accepted through bids&tenders, no need to mail the original.

Question 4:
Please provide the Schedule of Prices in Excel.

Answer 4:
The Bid Form in bids&tenders is the only available form. Bids&tenders does not accommodate the use of Excel formatted sheets.

Question 5:
Will the City of Boynton Beach be requiring a Performance and Payment Bonds for this Bid UTL24-060?

Answer 5:
The City of Boynton Beach does not require a Payment and Performance bond as part of the submission to this solicitation. However, for certain repair projects, the City of Boynton Beach may require a payment and performance bond.

Question 6:
Please be advised that on Page 3 under REQUIRED QUALIFICATIONS the City should have both Underground Utility License and General License from the State of Florida as Vendor requirements.

Answer 6:
The vendor should possess either an Underground Utility License or General Contractor License.

ATTACHMENTS:

- Non-Mandatory Pre-Bid Sign-In Sheets

REVISIONS to BID DOCUMENT:

Please see the Revised BID uploaded under Documents.

- Notice to Contractors – Required Qualifications, page 3
- Bidder Submission Requirements – page 25

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

Utilities Department
City of Boynton Beach

PRE-BID SIGN IN SHEET

Bid No.: UTL24-060		**BID FOR**: Re-Bid for Repairs & Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems			
Subject:		Non-Mandatory Pre-Bid Conference			
Date:	08/09/2024	**Time:**	10:00 AM	**Location:**	City of Boynton Beach – City Hall Rm 115 – 100 E. Ocean Ave., Boynton Beach, FL 33435

In Attendance:

NAME		COMPANY	TITLE	TELEPHONE	
Theresa Gonzalez	☑	COBB Finance	Sr. Buyer - Utilities	(561) 742-6353	
Tremaine Johnson	☐	COBB Finance	Division Director, Field Operations	(561) 742-6476	
Marc Filsaime	☐	COBB Utilities	Supervisor, Pumping Stations	(561) 742-6422	
Brandon Mingo	☐	COBB Utilities	Supervisor, Water Distribution	(561) 742-6438	
Thorley Johnson	☐	COBB Utilities	Supervisor, Wastewater/Stormwater		
Karey Foom	☑	COBB Utilities	Superintendent Storm water	561-742-6417	
	☐				
	☐				
	☐				
	☐				
	☐				

Utilities Department
City of Boynton Beach

PRE-BID VISIT SIGN-IN SHEET

Bid No.: UTL24-060		**BID FOR**: Re-Bid for Repairs & Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems			
Subject:		Non-Mandatory Pre-Bid Conference			
Date:	08/09/2024	**Time:**	10:00 AM	**Location:**	City of Boynton Beach – City Hall Rm 115 – 100 E. Ocean Ave., Boynton Beach, FL 33435

In Attendance:

NAME	COMPANY	TITLE	TELEPHONE	EMAIL
JOHN BARR	MADSEN-BARR Corp	PRES	954.401.6753	johnbarr@madsenbarr.com
DAVID O'Berry	Sunbelt Rentals	OSR	954-838-1928	michael.oberry@sunbeltrentals.com

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 2

DATE: **August 22, 2024**
BID NO: **UTL24-060**
BID TITLE: **Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems**

Closing Date Changed: Thursday, August 29, 2024, 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

Question 1:
When pricing the scenarios are we to include an estimated cost for density testing? Densities will be needed for some of these repairs but the line item is reimbursed based on actual cost so we cannot provide an exact cost for these items.

Answer 1:
All line items included in the scenarios labeled “actual cost reimbursement by the City” should be listed with an estimated cost.

Question 2:
Scenario #2 mentions restoration of 400 SF of FDOT approved Asphalt. Is this to be full depth asphalt restoration? Or is mill and pave to be included?

Answer 2:
Yes (full depth asphalt restoration). No milling and paving cost included.

Question 3:
Scenario 1 and 3 are at 16’ deep and 10’ deep respectively. Should we price the scenario using line items for 12’ to 16’ deep or 16’ to 20’ deep for scenario 1? For scenario 3 should we use the line item for 8’ to 10’ deep or 10’ to 12’ deep?

Answer 3:
For scenario 1, use line items for 16’ to 20’ deep. For scenario 3, use line item for 10’ to 12’ deep.

Question 4:
Scenario 4 does not mention a depth of pipe. Could one be provided so we can price appropriately?

Answer 4:
Depth 5 feet.

Question 5:
Scenario 4 mentions 1000 SF of asphalt, are we to assume this is all full depth restoration and 2 lifts? Any milling and paving?

Answer 5:
Yes. Include milling and paving costs.

REVISIONS to BID DOCUMENT:

Please see the Revised BID uploaded under Documents.

- Updated Closing Date
  - Solicitation Cover (page 1)
  - Notice to Contractors (page 3)
  - Instructions to Bidders (page 6)

- Scheduled & Emergency Repair Scenarios – Attachment “B” (including bids&tender)
  - Instructions
  - Scenario # 4

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 3

DATE: **August 28, 2024**
BID NO: **UTL24-060**
BID TITLE: **Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems**

Closing Date Changed: Thursday, August 29, 2024, 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike-through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

REVISIONS to BID DOCUMENT:

Please see the Revised BID uploaded under Documents.

- Schedule & Emergency Repair Scenarios – Attachment "B" (including bids&tenders)
  - Updated Instructions – Clarification regarding estimated items labeled "actual cost reimbursement by the City"

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach

Financial Services

UTL24-060 - Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems

Opening Date: July 22, 2024 8:00 AM

Closing Date: August 29, 2024 2:30 PM

Vendor Details

Company Name:	Madsen Barr Corporation
Does your company conduct business under any other name? If yes, please state:	FL
Address:	12113 Indian Mound Road Wellington, FL 33449
Contact:	John Barr
Email:	johnbarr@madsenbarr.com
Phone:	954-401-6758
Fax:	954-401-6758
HST#:	65-1032119

Submission Details

Created On:	Monday July 22, 2024 08:50:04
Submitted On:	Thursday August 29, 2024 11:05:11
Submitted By:	John Barr
Email:	johnbarr@madsenbarr.com
Transaction #:	a0514b9d-7082-4cc7-a827-5cf7dcf1ea44
Submitter's IP Address:	172.242.105.46

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - General Conditions

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

FOR SERVICES LISTED AS ‘ALLOWANCE ITEM’, ENTER A ZERO (0) AS THE PRICE.

Item	Description of Bid Item	Unit	Total *
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	$1,000.0000
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	$1,000.0000
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs	LS	$1,000.0000
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs	LS	$1,000.0000
GC-5	Record Drawing	LS	$2,500.0000
GC-6	Construction Survey	LS	$2,500.0000
GC-7	Pre-During-Post Construction Digital Photos	LS	$1,000.0000
GC-8	M.O.T. Residential Street	EA	$315.0000
GC-9	M.O.T. City Arterial Roadway	EA	$1,825.0000
GC-10	M.O.T. DOT Roadway	EA	$2,025.0000
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-12	Density Tests (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-13	Proctor Tests (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000
GC-17	Applicable Permits (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Wastewater

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *

SWR-1	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$205.0000
SWR-2	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$310.0000
SWR-3	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$345.0000
SWR-4	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$375.0000
SWR-5	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$400.0000
SWR-6	Furnish & Install 8-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$700.0000
SWR-7	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$205.0000
SWR-8	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$310.0000
SWR-9	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$345.0000
SWR-10	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$375.0000
SWR-11	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$400.0000
SWR-12	Furnish & Install 8-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$700.0000
SWR-13	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$320.0000
SWR-14	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$405.0000
SWR-15	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$575.0000
SWR-16	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$745.0000
SWR-17	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$915.0000
SWR-18	Furnish & Install 10-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$1,225.0000
SWR-19	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$320.0000
SWR-20	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$405.0000
SWR-21	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$575.0000
SWR-22	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$745.0000
SWR-23	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$915.0000
SWR-24	Furnish & Install 10-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$1,225.0000
SWR-25	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$425.0000
SWR-26	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$585.0000
SWR-27	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$730.0000
SWR-28	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$965.0000
SWR-29	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$1,280.0000
SWR-30	Furnish & Install 12-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$1,540.0000
SWR-31	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$425.0000
SWR-32	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$585.0000
SWR-33	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$730.0000

SWR-34	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$965.0000
SWR-35	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$1,280.0000
SWR-36	Furnish & Install 12-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$1,540.0000
SWR-37	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$595.0000
SWR-38	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$775.0000
SWR-39	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$985.0000
SWR-40	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$1,280.0000
SWR-41	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$1,560.0000
SWR-42	Furnish & Install 16-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$2,225.0000
SWR-43	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$595.0000
SWR-44	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$775.0000
SWR-45	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$985.0000
SWR-46	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$1,280.0000
SWR-47	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$1,560.0000
SWR-48	Furnish & Install 16-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$2,225.0000
SWR-49	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$795.0000
SWR-50	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$960.0000
SWR-51	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$1,285.0000
SWR-52	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$1,590.0000
SWR-53	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$2,275.0000
SWR-54	Furnish & Install 20-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$2,840.0000
SWR-55	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$795.0000
SWR-56	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$960.0000
SWR-57	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$1,285.0000
SWR-58	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$1,590.0000
SWR-59	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$2,275.0000
SWR-60	Furnish & Install 20-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$2,840.0000
SWR-61	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$875.0000
SWR-62	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$995.0000
SWR-63	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$1,365.0000
SWR-64	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$1,750.0000
SWR-65	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 12' - 16' ft Deep	LF	$2,320.0000
SWR-66	Furnish & Install 24-Inch PVC - C900 Sewer Main in Utility Right of Way at a depth of: 16' - 20' ft Deep	LF	$2,970.0000

SWR-67	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$875.0000
SWR-68	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$995.0000
SWR-69	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$1,365.0000
SWR-70	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$1,750.0000
SWR-71	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 12' - 16' ft Deep	LF	$2,320.0000
SWR-72	Furnish & Install 24-Inch PVC - C900 Sewer Main in Rear Easement at a depth of: 16' - 20' ft Deep	LF	$2,970.0000
SWR-73	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$110.0000
SWR-74	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$205.0000
SWR-75	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$330.0000
SWR-76	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$420.0000
SWR-77	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$110.0000
SWR-78	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$205.0000
SWR-79	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$330.0000
SWR-80	Furnish & Install 8-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$420.0000
SWR-81	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$120.0000
SWR-82	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$215.0000
SWR-83	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$350.0000
SWR-84	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$405.0000
SWR-85	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$120.0000
SWR-86	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$215.0000
SWR-87	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$350.0000
SWR-88	Furnish & Install 10-Inch Epoxy Lined DIP Sewer Force Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$405.0000
SWR-89	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$210.0000
SWR-90	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$225.0000
SWR-91	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$645.0000
SWR-92	Furnish & Install 16-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$985.0000
SWR-93	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$575.0000
SWR-94	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$895.0000
SWR-95	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$1,225.0000
SWR-96	Furnish & Install 20-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$1,455.0000
SWR-97	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 0' - 3' ft Deep	LF	$1,875.0000
SWR-98	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 3' - 6' ft Deep	LF	$2,975.0000
SWR-99	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$6,250.0000

SWR-100	Furnish & Install 36-Inch Epoxy Lined DIP Sewer Force Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$9,985.0000
SWR-101	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (single)	EA	$6,000.0000
SWR-102	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (double)	EA	$9,500.0000
SWR-103	Ductile Iron Fittings for Wastewater Force Main with Accessories	TN	$9,000.0000
SWR-104	Additional Pipe Crew Hours for installation grater than 60" cover	HR	$1,425.0000
SWR-105	Furnish & Install 4" Mega-Lug Joint Restraint for DIP	EA	$80.0000
SWR-106	Furnish & Install 6" Mega-Lug Joint Restraint for DIP	EA	$90.0000
SWR-107	Furnish & Install 8" Mega-Lug Joint Restraint for DIP	EA	$120.0000
SWR-108	Furnish & Install 10" Mega-Lug Joint Restraint for DIP	EA	$175.0000
SWR-109	Furnish & Install 12" Mega-Lug Joint Restraint for DIP	EA	$235.0000
SWR-110	Furnish & Install 16" Mega-Lug Joint Restraint for DIP	EA	$250.0000
SWR-111	Furnish & Install 24" Mega-Lug Joint Restraint for DIP	EA	$975.0000
SWR-112	Furnish & Install 36" Mega-Lug Joint Restraint for DIP	EA	$2,935.0000
SWR-113	Furnish & Install 4" Mega-Lug Joint Restraint for PVC - C900	EA	$80.0000
SWR-114	Furnish & Install 6" Mega-Lug Joint Restraint for PVC - C900	EA	$90.0000
SWR-115	Furnish & Install 8" Mega-Lug Joint Restraint for PVC - C900	EA	$120.0000
SWR-116	Furnish & Install 4" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$120.0000
SWR-117	Furnish & Install 6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$180.0000
SWR-118	Furnish & Install 8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$200.0000
SWR-119	Furnish & Install 10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$300.0000
SWR-120	Furnish & Install 12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$400.0000
SWR-121	Furnish & Install 4" PVC - C900 Bell Joint Restraint	EA	$100.0000
SWR-122	Furnish & Install 6" PVC - C900 Bell Joint Restraint	EA	$200.0000
SWR-123	Furnish & Install 8" PVC - C900 Bell Joint Restraint	EA	$300.0000
SWR-124	Furnish & Install 10" DIP Bell Joint Restraint	EA	$600.0000
SWR-125	Furnish & Install 16" DIP Bell Joint Restraint	EA	$1,200.0000
SWR-126	Furnish & Install 20" DIP Bell Joint Restraint	EA	$2,025.0000
SWR-127	Furnish & Install 24" DIP Bell Joint Restraint	EA	$3,115.0000
SWR-128	Furnish & Install 36" DIP Bell Joint Restraint	EA	$6,840.0000
SWR-129	Furnish & Install 4" Gate Valve & Valve Box	EA	$2,775.0000
SWR-130	Furnish & Install 6" Gate Valve & Valve Box	EA	$4,550.0000
SWR-131	Furnish & Install 8" Gate Valve & Valve Box	EA	$7,725.0000
SWR-132	Furnish & Install 10" Gate Valve & Valve Box	EA	$9,235.0000
SWR-133	Furnish & Install 12" Gate Valve & Valve Box	EA	$17,225.0000
SWR-134	Furnish & Install 16" Gate Valve & Valve Box	EA	$28,250.0000
SWR-135	Furnish & Install 20" Gate Valve & Valve Box	EA	$36,175.0000
SWR-136	Furnish & Install 24" Gate Valve & Valve Box	EA	$57,285.0000
SWR-137	Furnish & Install 36" Gate Valve & Valve Box	EA	$94,345.0000
SWR-138	Furnish & Install 8" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$9,850.0000
SWR-139	Furnish & Install 8" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$11,850.0000
SWR-140	Furnish & Install 12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$16,850.0000
SWR-141	Furnish & Install 12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$18,850.0000
SWR-142	Furnish & Install Wastewater Force Main 2" Air Release Valve w/Manhole	EA	$15,000.0000
SWR-143	Furnish & Install 4" Insertion Valve w/Valve Box	EA	$17,330.0000
SWR-144	Furnish & Install 6" Insertion Valve w/Valve Box	EA	$20,420.0000
SWR-145	Furnish & Install 8" Insertion Valve w/Valve Box	EA	$23,660.0000
SWR-146	Furnish & Install 10" Insertion Valve w/Valve Box	EA	$36,360.0000
SWR-147	Furnish & Install 12" Insertion Valve w/Valve Box	EA	$42,790.0000
SWR-148	Furnish & Install 16" Insertion Valve w/Valve Box	EA	$90,190.0000
SWR-149	Furnish & Install 20" Insertion Valve w/Valve Box	EA	$135,120.0000
SWR-150	Furnish & Install 24" Insertion Valve w/Valve Box	EA	$156,300.0000
SWR-151	Furnish & Install 4" Plug Valve	EA	$2,995.0000
SWR-152	Furnish & Install 6" Plug Valve	EA	$4,625.0000
SWR-153	Furnish & Install 8" Plug Valve	EA	$7,575.0000
SWR-154	Furnish & Install 10" Plug Valve	EA	$9,445.0000
SWR-155	Furnish & Install 12" Plug Valve	EA	$16,875.0000

SWR-156	Furnish & Install 16" Plug Valve	EA	$27,885.0000
SWR-157	Furnish & Install 20" Plug Valve	EA	$35,675.0000
SWR-158	Furnish & Install 24" Plug Valve	EA	$56,445.0000
SWR-159	Furnish & Install 4" Check Valve	EA	$2,885.0000
SWR-160	Furnish & Install 6" Check Valve	EA	$4,565.0000
SWR-161	Furnish & Install 8" Check Valve	EA	$7,475.0000
SWR-162	Furnish & Install 10" Check Valve	EA	$9,775.0000
SWR-163	Furnish & Install 12" Check Valve	EA	$15,750.0000
SWR-164	Furnish & Install 16" Check Valve	EA	$27,860.0000
SWR-165	Furnish & Install 20" Check Valve	EA	$34,980.0000
SWR-166	Furnish & Install 24" Check Valve	EA	$55,675.0000
SWR-167	Furnish & Install 4" Insertion Line Stop	EA	$16,980.0000
SWR-168	Furnish & Install 6" Insertion Line Stop	EA	$19,250.0000
SWR-169	Furnish & Install 8" Insertion Line Stop	EA	$21,520.0000
SWR-170	Furnish & Install 10" Insertion Line Stop	EA	$23,310.0000
SWR-171	Furnish & Install 12" Insertion Line Stop	EA	$24,840.0000
SWR-172	Furnish & Install 16" Insertion Line Stop	EA	$35,210.0000
SWR-173	Furnish & Install 20" Insertion Line Stop	EA	$42,180.0000
SWR-174	Furnish & Install 24" Insertion Line Stop	EA	$61,870.0000
SWR-175	Furnish & Install 30" Insertion Line Stop	EA	$102,890.0000
SWR-176	Furnish & Install 36" Insertion Line Stop	EA	$111,630.0000
SWR-177	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 0' - 4' ft Deep	EA	$16,250.0000
SWR-178	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 4' - 6' ft Deep	EA	$19,750.0000
SWR-179	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 6' - 8' ft Deep	EA	$24,885.0000
SWR-180	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 8' - 10' ft Deep	EA	$31,225.0000
SWR-181	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 10' - 12' ft Deep	EA	$40,750.0000
SWR-182	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 12' - 14' ft Deep	EA	$58,225.0000
SWR-183	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 14' - 16' ft Deep	EA	$79,750.0000
SWR-184	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 16' - 20' ft Deep	EA	$114,990.0000
SWR-185	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 0'- 4' ft Deep	EA	$16,250.0000
SWR-186	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 4'- 6' ft Deep	EA	$19,750.0000
SWR-187	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 6'- 8' ft Deep	EA	$24,885.0000

SWR-188	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 8'- 10' ft Deep	EA	$31,225.0000
SWR-189	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 10'- 12' ft Deep	EA	$40,750.0000
SWR-190	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 12'- 14' ft Deep	EA	$58,225.0000
SWR-191	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 14'- 16' ft Deep	EA	$79,750.0000
SWR-192	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Rear Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of: 16'- 20' ft Deep	EA	$114,990.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Water Main

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

****Prices quoted in the Water Main Section are interchangeable with Reuse Water Lines and Raw Water lines as needed.**

FOR SERVICES LISTED AS ‘ALLOWANCE ITEM’, ENTER A ZERO (0) AS THE PRICE.

Item	Description of Bid Item	Unit	Total *
WTR-1	Furnish & Install 4-Inch PVC - C900 Water Main in Right of Way at a depth of: 0' - 3' ft Deep	LF	$115.0000
WTR-2	Furnish & Install 4-Inch PVC - C900 Water Main in Right of Way at a depth of: 3' - 6' ft Deep	LF	$185.0000
WTR-3	Furnish & Install 4-Inch PVC - 900 Water Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$115.0000
WTR-4	Furnish & Install 4-Inch PVC - 900 Water Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$185.0000
WTR-5	Furnish & Install 6-Inch PVC - C900 Water Main in Right of Way at a depth of: 0' - 3' ft Deep	LF	$225.0000
WTR-6	Furnish & Install 6-Inch PVC - C900 Water Main in Right of Way at a depth of: 3' - 6' ft Deep	LF	$315.0000
WTR-7	Furnish and Install 6-inch PVC - C900 Water Main in Rear Easement at a depth of: 0' - 3' ft Deep	LF	$225.0000
WTR-8	Furnish and Install 6-inch PVC - C900 Water Main in Rear Easement at a depth of: 3' - 6' ft Deep	LF	$315.0000
WTR-9	Furnish & Install Cement 4" Ductile Iron Pipe Water Main in Rear Easement	LF	$175.0000
WTR-10	Furnish & Install Cement 6" Ductile Iron Pipe Water Main in Rear Easement	LF	$185.0000
WTR-11	Furnish & Install Cement 4" Ductile Iron Pipe Water Main in Utility ROW	LF	$175.0000
WTR-12	Furnish & Install Cement 6" Ductile Iron Pipe Water Main in Utility ROW	LF	$185.0000
WTR-13	Furnish & Install Cement 8" Ductile Iron Pipe Water Main in Utility ROW	LF	$195.0000
WTR-14	Furnish & Install Cement 10" Ductile Iron Pipe Water Main in Utility ROW	LF	$200.0000
WTR-15	Furnish & Install Cement 12" Ductile Iron Pipe Water Main in Utility ROW	LF	$215.0000
WTR-16	Furnish & Install Cement 16" Ductile Iron Pipe Water Main in Utility ROW	LF	$220.0000
WTR-17	Furnish & Install Cement 20" Ductile Iron Pipe Water Main in Utility ROW	LF	$640.0000

WTR-18	Furnish & Install Cement 24" Ductile Iron Pipe Water Main in Utility ROW	LF	$980.0000
WTR-19	Furnish & Install Cement 30" Ductile Iron Pipe Water Main in Utility ROW	LF	$1,750.0000
WTR-20	Furnish & Install Cement 36" Ductile Iron Pipe Water Main in Utility ROW	LF	$3,650.0000
WTR-21	Furnish & Install Cement 42" Ductile Iron Pipe Water Main in Utility ROW	LF	$4,375.0000
WTR-22	Additional Pipe Crew Hours for installation greater than 60" cover	HR	$1,425.0000
WTR-23	Ductile Iron Fittings for Water Main with Accessories	TON	$8,500.0000
WTR-24	Furnish & Install 4" Mega-Lug Joint Restraint for DIP	EA	$80.0000
WTR-25	Furnish & Install 6" Mega-Lug Joint Restraint for DIP	EA	$90.0000
WTR-26	Furnish & Install 8" Mega-Lug Joint Restraint for DIP	EA	$120.0000
WTR-27	Furnish & Install 10" Mega-Lug Joint Restraint for DIP	EA	$175.0000
WTR-28	Furnish & Install 12" Mega-Lug Joint Restraint for DIP	EA	$235.0000
WTR-29	Furnish & Install 14" Mega-Lug Joint Restraint for DIP	EA	$245.0000
WTR-30	Furnish & Install 16" Mega-Lug Joint Restraint for DIP	EA	$250.0000
WTR-31	Furnish & Install 24" Mega-Lug Joint Restraint for DIP	EA	$975.0000
WTR-32	Furnish & Install 30" Mega-Lug Joint Restraint for DIP	EA	$2,325.0000
WTR-33	Furnish & Install 36" Mega-Lug Joint Restraint for DIP	EA	$2,935.0000
WTR-34	Furnish & Install 42" Mega-Lug Joint Restraint for DIP	EA	$4,750.0000
WTR-35	Furnish & Install 4" Mega-Lug Joint Restraint for PVC - C900	EA	$80.0000
WTR-36	Furnish & Install 6" Mega-Lug Joint Restraint for PVC - C900	EA	$90.0000
WTR-37	Furnish & Install 8" Mega-Lug Joint Restraint for PVC - C900	EA	$120.0000
WTR-38	Furnish & Install 6" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$190.0000
WTR-39	Furnish & Install 8" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$200.0000
WTR-40	Furnish & Install 10" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$300.0000
WTR-41	Furnish & Install 12" Joint Restraint Gasket (Field Lok or Fast Grip)	EA	$400.0000
WTR-42	Furnish & Install 6" DIP Bell Joint Restraint	EA	$325.0000
WTR-43	Furnish & Install 8" DIP Bell Joint Restraint	EA	$525.0000
WTR-44	Furnish & Install 10" DIP Bell Joint Restraint	EA	$600.0000
WTR-45	Furnish & Install 12" DIP Bell Joint Restraint	EA	$925.0000
WTR-46	Furnish & Install 14" DIP Bell Joint Restraint	EA	$1,110.0000
WTR-47	Furnish & Install 16" DIP Bell Joint Restraint	EA	$1,200.0000
WTR-48	Furnish & Install 24" DIP Bell Joint Restraint	EA	$3,115.0000
WTR-49	Furnish & Install 30" DIP Bell Joint Restraint	EA	$5,550.0000
WTR-50	Furnish & Install 36" DIP Bell Joint Restraint	EA	$6,840.0000
WTR-51	Furnish & Install 42" DIP Bell Joint Restraint	EA	$9,875.0000
WTR-52	Furnish & Install 4" Gate Valve & Valve Box	EA	$2,775.0000
WTR-53	Furnish & Install 6" Gate Valve & Valve Box	EA	$4,550.0000
WTR-54	Furnish & Install 8" Gate Valve & Valve Box	EA	$7,725.0000
WTR-55	Furnish & Install 10" Gate Valve & Valve Box	EA	$9,235.0000
WTR-56	Furnish & Install 12" Gate Valve & Valve Box	EA	$17,225.0000
WTR-57	Furnish & Install 16" Gate Valve & Valve Box	EA	$28,250.0000
WTR-58	Furnish & Install 20" Gate Valve & Valve Box	EA	$36,175.0000
WTR-59	Furnish & Install 24" Gate Valve & Valve Box	EA	$57,285.0000
WTR-60	Furnish & Install 36" Gate Valve & Valve Box	EA	$94,345.0000
WTR-61	Furnish & Install 12" Butterfly Valve & Valve Box	EA	$8,775.0000
WTR-62	Furnish & Install 16" Butterfly Valve & Valve Box	EA	$12,345.0000
WTR-63	Furnish & Install 24" Butterfly Valve & Valve Box	EA	$23,050.0000
WTR-64	Furnish & Install 30" Butterfly Valve & Valve Box	EA	$45,775.0000
WTR-65	Furnish & Install 36" Butterfly Valve & Valve Box	EA	$69,785.0000
WTR-66	Furnish & Install 42" Butterfly Valve & Valve Box	EA	$99,845.0000
WTR-67	Furnish & Install 6" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$8,850.0000
WTR-68	Furnish & Install 6" x 4" Tapping Sleeve w/Valve & Valve Box	EA	$7,850.0000
WTR-69	Furnish & Install 8" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$9,850.0000
WTR-70	Furnish & Install 8" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$11,850.0000
WTR-71	Furnish & Install 12" x 6" Tapping Sleeve w/Valve & Valve Box	EA	$16,850.0000
WTR-72	Furnish & Install 12" x 8" Tapping Sleeve w/Valve & Valve Box	EA	$18,850.0000

WTR-73	Furnish & Install 4" Insertion Valve w/Value Box	EA	$17,330.0000
WTR-74	Furnish & Install 6" Insertion Valve w/Value Box	EA	$20,420.0000
WTR-75	Furnish & Install 8" Insertion Valve w/Value Box	EA	$23,660.0000
WTR-76	Furnish & Install 10" Insertion Valve w/Value Box	EA	$36,360.0000
WTR-77	Furnish & Install 12" Insertion Valve w/Value Box	EA	$42,790.0000
WTR-78	Furnish & Install 16" Insertion Valve w/Value Box	EA	$90,190.0000
WTR-79	Furnish & Install 20" Insertion Valve w/Value Box	EA	$135,120.0000
WTR-80	Furnish & Install 24" Insertion Valve w/Value Box	EA	$156,300.0000
WTR-81	Furnish & Install 4" Insertion Line Stop	EA	$16,980.0000
WTR-82	Furnish & Install 6" Insertion Line Stop	EA	$19,250.0000
WTR-83	Furnish & Install 8" Insertion Line Stop	EA	$21,520.0000
WTR-84	Furnish & Install 10" Insertion Line Stop	EA	$23,310.0000
WTR-85	Furnish & Install 12" Insertion Line Stop	EA	$24,840.0000
WTR-86	Furnish & Install 16" Insertion Line Stop	EA	$35,210.0000
WTR-87	Furnish & Install 20" Insertion Line Stop	EA	$42,180.0000
WTR-88	Furnish & Install 24" Insertion Line Stop	EA	$61,870.0000
WTR-89	Furnish & Install 36" Insertion Line Stop	EA	$111,630.0000
WTR-90	Fire Hydrant Assembly (42" Burial) w/elbow for Anchor Tee, Gate Valve & 6" DIP	EA	$16,500.0000
WTR-91	Fire Hydrant Assembly (42" Burial) w/6" Gate Valve & 6" DIP	EA	$16,500.0000
WTR-92	Remove & Replace Fire Hydrant Assembly (36" burial)	EA	$15,900.0000
WTR-93	Remove & Replace Fire Hydrant Assembly (42" burial)	EA	$15,900.0000
WTR-94	Remove & Replace Fire Hydrant Assembly (54" burial)	EA	$15,900.0000
WTR-95	Fire Hydrant Extensions	EA	$2,750.0000
WTR-96	Bollards for Fire Hydrant	EA	$850.0000
WTR-97	Sample Points w/double strap saddle & corp stop	EA	$1,200.0000
WTR-98	Sample Points on Fire Hydrants	EA	$400.0000
WTR-99	2" Blowoff piping with box	EA	$1,200.0000
WTR-100	Water Main 1" Air Release Valve w/Manhole	EA	$7,500.0000
WTR-101	Short Single service (1-1/2" Poly) (up to 10' long)	EA	$3,250.0000
WTR-102	Short Double Service (1-1/2" Poly) (up to 10' long)	EA	$3,875.0000
WTR-103	Long Single Service (1-1/2" w/3" casings) (up to 40' Long)	EA	$4,250.0000
WTR-104	Long Double Service (1-1/2" w/3" casings) (up to 40' Long)	EA	$4,875.0000
WTR-105	Sample Point for bacteriological test	EA	$550.0000
WTR-106	6" to 12" Dia. Connection to existing Water Main (Joint Restraint for existing pipe is not included)	EA	$4,250.0000
WTR-107	16" to 24" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	EA	$9,775.0000
WTR-108	30" Diameter Connection to existing water main (Joint restraint for existing pipe is not included)	EA	$27,750.0000
WTR-109	36"Dia. Connection t existing water main (joint restraint for existing pipe is not included)	EA	$35,750.0000
WTR-110	42" Diameter connection to existing water main (Joint Restraint for existing pipe is not included)	EA	$45,500.0000
WTR-111	Asbestos-Cement (AC): Remove & Dispose AC Water Main (actual cost reimbursement by City)	ALLOWANCE ITEM	$0.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Stormwater

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

FOR SERVICES LISTED AS ‘ALLOWANCE ITEM’, ENTER A ZERO (0) AS THE PRICE.

Item	Description of Bid Item	Unit	Total *

STM-1	Furnish & Install 15-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$225.0000
STM-2	Furnish & Install 15-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$325.0000
STM-3	Furnish & Install 15-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$225.0000
STM-4	Furnish & Install 15-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$325.0000
STM-5	Furnish & Install 24-Inch RCP Storm Water Main in Utility Right of Way at depth of: 0' - 6' ft Deep	LF	$415.0000
STM-6	Furnish & Install 24-Inch RCP Storm Water Main in Utility Right of Way at depth of: 6' - 8' ft Deep	LF	$625.0000
STM-7	Furnish & Install 24-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$415.0000
STM-8	Furnish & Install 24-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$625.0000
STM-9	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of: 0' - 6' ft Deep	LF	$875.0000
STM-10	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of: 6' - 8' ft Deep	LF	$1,475.0000
STM-11	Furnish & Install 36-Inch RCP Storm Water Main in Utility ROW at a depth of: 8' - 10' ft Deep	LF	$1,675.0000
STM-12	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$875.0000
STM-13	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$1,475.0000
STM-14	Furnish & Install 36-Inch RCP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$1,675.0000
STM-15	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$1,275.0000
STM-16	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$1,875.0000
STM-17	Furnish & Install 42-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$3,275.0000
STM-18	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$1,275.0000
STM-19	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$1,875.0000
STM-20	Furnish & Install 42-Inch RCP Storm Water Main in Rear Easement at a depth of: 8' - 20' ft Deep	LF	$5,275.0000
STM-21	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$3,500.0000
STM-22	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$4,500.0000
STM-23	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$6,500.0000
STM-24	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$8,500.0000
STM-25	Furnish & Install 60-Inch RCP Storm Water Main in Utility Right of Way at a depth of: 12' - 15' ft Deep	LF	$9,500.0000
STM-26	Furnish & Install 15-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$135.0000
STM-27	Furnish & Install 15-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$275.0000
STM-28	Furnish Install 15-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$135.0000
STM-29	Furnish Install 15-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$275.0000
STM-30	Furnish & Install 18-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$315.0000
STM-31	Furnish & Install 18-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$425.0000
STM-32	Furnish & Install 18-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$315.0000
STM-33	Furnish & Install 18-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$425.0000

STM-34	Furnish & Install 24-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-35	Furnish & Install 24-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-36	Furnish & Install 24-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-37	Furnish & Install 24-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-38	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-39	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-40	Furnish & Install 36-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$600.0000
STM-41	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-42	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-43	Furnish & Install 36-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$600.0000
STM-44	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-45	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-46	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$600.0000
STM-47	Furnish & Install 48-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 10' - 12' ft Deep	LF	$800.0000
STM-48	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$525.0000
STM-49	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$550.0000
STM-50	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$600.0000
STM-51	Furnish & Install 48-Inch CAP Storm Water Main in Rear Easement at a depth of: 10' - 12' ft Deep	LF	$800.0000
STM-52	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0'- 6' ft Deep	LF	$3,450.0000
STM-53	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6'- 8' ft Deep	LF	$7,450.0000
STM-54	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8'- 10' ft Deep	LF	$9,450.0000
STM-55	Furnish & Install 60-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 10'- 15' ft Deep	LF	$12,750.0000
STM-56	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$3,450.0000
STM-57	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$7,450.0000
STM-58	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$9,450.0000
STM-59	Furnish & Install 60-Inch CAP Storm Water Main in Rear Easement at a depth of: 10' - 15' ft Deep	LF	$12,750.0000
STM-60	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$4,250.0000
STM-61	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$6,850.0000
STM-62	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 8' - 10' ft Deep	LF	$9,850.0000
STM-63	Furnish & Install 72-Inch CAP Storm Water Main in Utility Right of Way at a depth of: 10' - 15' ft Deep	LF	$12,750.0000
STM-64	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$4,250.0000
STM-65	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$6,850.0000
STM-66	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 8' - 10' ft Deep	LF	$9,850.0000

STM-67	Furnish & Install 72-Inch CAP Storm Water Main in Rear Easement at a depth of: 10' - 15' ft Deep	LF	$12,750.0000
STM-68	Furnish & Install 12-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$225.0000
STM-69	Furnish & Install 12-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$375.0000
STM-70	Furnish & Install 12-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$225.0000
STM-71	Furnish & Install 12-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$375.0000
STM-72	Furnish & Install 15-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$325.0000
STM-73	Furnish & Install 15-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$475.0000
STM-74	Furnish & Install 15-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$325.0000
STM-75	Furnish & Install 15-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$475.0000
STM-76	Furnish and Install 18-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$615.0000
STM-77	Furnish and Install 18-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$925.0000
STM-78	Furnish & Install 18-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$615.0000
STM-79	Furnish & Install 18-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$925.0000
STM-80	Furnish & Install 24-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 0' - 6' ft Deep	LF	$750.0000
STM-81	Furnish & Install 24-Inch HDPE Storm Water Main in Utility Right of Way at a depth of: 6' - 8' ft Deep	LF	$950.0000
STM-82	Furnish & Install 24-Inch HDPE Storm Water Main in Rear Easement at a depth of: 0' - 6' ft Deep	LF	$750.0000
STM-83	Furnish & Install 24-Inch HDPE Storm Water Main in Rear Easement at a depth of: 6' - 8' ft Deep	LF	$950.0000
STM-84	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$17,025.0000
STM-85	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$19,750.0000
STM-86	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$25,775.0000
STM-87	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 8' - 10' ft Deep	EA	$35,500.0000
STM-88	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 10' - 12' ft Deep	EA	$44,750.0000
STM-89	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 0' - 4' ft Deep	EA	$17,025.0000
STM-90	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 4' - 6' ft Deep	EA	$19,750.0000
STM-91	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 6' - 8' ft Deep	EA	$25,775.0000
STM-92	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 8' - 10' ft Deep	EA	$35,500.0000
STM-93	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 10' - 12' ft Deep	EA	$44,750.0000
STM-94	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$19,750.0000

STM-95	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$25,500.0000
STM-96	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$36,500.0000
STM-97	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 8' - 10' ft Deep	EA	$46,500.0000
STM-98	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Utility Right of Way at a depth of: 10' - 12' ft Deep	EA	$55,500.0000
STM-99	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 0' - 4' ft Deep	EA	$19,750.0000
STM-100	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 4' - 6' ft Deep	EA	$25,500.0000
STM-101	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 6' - 8' ft Deep	EA	$36,500.0000
STM-102	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 8' - 10' ft Deep	EA	$46,500.0000
STM-103	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to include Bench and Ring and Cover in Rear Easement at a depth of: 10' - 12' ft Deep	EA	$55,500.0000
STM-104	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$13,750.0000
STM-105	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$20,500.0000
STM-106	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$26,500.0000
STM-107	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: Optional Pollution Control Device	EA	$37,500.0000
STM-108	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 0' - 4' ft deep	EA	$13,750.0000
STM-109	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 4' - 6' ft deep	EA	$20,500.0000
STM-110	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 6' - 8' ft deep	EA	$26,500.0000
STM-111	Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: Optional Pollution Control Device	EA	$37,500.0000
STM-112	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 0' - 4' ft Deep	EA	$13,750.0000
STM-113	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 4' - 6' ft Deep	EA	$20,500.0000
STM-114	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 6' - 8' ft Deep	EA	$26,500.0000
STM-115	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 8' - 10' ft Deep	EA	$37,500.0000
STM-116	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: 10' - 12' ft Deep	EA	$42,500.0000
STM-117	Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate in Utility Right of Way at a depth of: Optional Pollution Control Device	EA	$60,000.0000

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
R-1	Removal and disposal of 6" thick concrete	SF	$26.7500
R-2	Furnish & Install 4" Concrete without wire	SF	$36.7500
R-3	Furnish & Install 6" Concrete without wire	SF	$78.5000
R-4	Furnish & Install ADA compliant detectable surface	EA	$915.0000
R-5	Furnish & Install FDOT Type "D" Curb - by hand	LF	$148.5000
R-6	Furnish & Install FDOT Type "D" Curb - by machine	LF	$168.5000
R-7	Furnish & Install FDOT Type "F" Curb - by hand	LF	$174.5000
R-8	Furnish & Install FDOT Type "F" Curb - by machine	LF	$194.5000
R-9	Furnish & Install FDOT Valley Gutter - by hand	LF	$210.0000
R-10	Furnish & Install FDOT Valley Gutter - by machine	LF	$245.0000
R-11	Furnish & Install Bahia Sod - up to 1000 SF	SF	$4.2500
R-12	Furnish & Install Bahia Sod - over 1000 SF	SF	$0.7500
R-13	Furnish & Install Floratam Sod - up to 1000 SF	SF	$5.6500
R-14	Furnish & Install Floratam Sod - over 1000 SF	SF	$0.8500
R-15	Furnish & Install FDOT seed & mulch mix	SY	$68.7500
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	HR	$62.5000
R-17	Removal and Disposal of Existing Asphalt Pavement	SY	$58.0000
R-18	Mill Existing Pavement (3/4" - 1" avg)	SY	$65.0000
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)	SY	$65.0000
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course	SY	$67.0000
R-21	Furnish and Install 1" Type S-III Surface Course	SY	$95.0000
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way	SY	$125.0000
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way	SY	$227.0000
R-24	FDOT Flowable Fill (Excavatable)	CY	$985.0000
R-25	Leak Repairs (structures) - Grouting	GAL	$825.0000
R-26	Ground Stabilization Grouting	CY	$975.0000
R-27	6" Limerock/ Crushed Concrete Base, primed	SY	$36.0000
R-28	8" Limerock/ Crushed Concrete Base, primed	SY	$99.7500
R-29	12" Compacted Subgrade, 98% T-180	SY	$41.1500
R-30	Adjust manhole ring and cover to grade	EA	$1,975.0000
R-31	Adjust valve box to grade	EA	$1,750.0000
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)	SF	$86.2500

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Bypass Pump Set Up with Bypass Pumping

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
BP-1	Bypass 8" Sewer Set Up	EA	$525.0000
BP-2	Bypass 10" to 12" Sewer Set Up	EA	$1,850.0000
BP-3	Bypass 15" to 18" Sewer Set Up	EA	$3,675.0000
BP-4	Bypass 24" Sewer Set Up	EA	$9,500.0000
BP-5	Bypass 4" Pump Including Monitoring	DAY	$1,575.0000
BP-6	Bypass 6" Pump Including Monitoring	DAY	$4,950.0000
BP-7	Bypass 8" Pump Including Monitoring	DAY	$8,750.0000
BP-8	Bypass 10" Pump Including Monitoring	DAY	$9,775.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Well Point System and De-watering

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
WP-1	Well Point system up to 150 points complete with pump and jetting equipment, and Monitoring	DAY	$4,450.0000
WP-2	Well Point system with more than 150 points complete with pump and jetting equipment, and Monitoring	DAY	$2,750.0000

BID PROPOSAL SHEET - REPAIRS AND EMERGENCY SERVICES - Imported Backfill & Removal of In-Situ Material

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for “REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS”.

Item	Description of Bid Item	Unit	Total *
BF-1	Removal & Disposal of unsuitable in-situ material/soil	CY	$165.0000
BF-2	Imported Backfill & Compaction	CY	$245.0000

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #1 -

EMERGENCY REPAIR: 8-inch sewer main in rear easement of a residential neighborhood at 16-feet deep. Bypass 300-linear feet of sewer main, excavate and dewater with well point system (180 well points) to repair and replace 10-feet of PVC pipe with C-900 PVC pipe. Reconnect one (1) 6-inch sewer lateral, backfill, and restore 2,600 SF of Floratam sod and water in sod.

Item	Description	Quantity	Unit Price	Total
GC-1	Emergency Mobilization Rear Easement	1	$1,000.0000	$ 1,000.00
GC-8	MOT Residentail Street	0.5	$315.0000	$ 157.50
GC-12	Density Tests	3	$18.0000	$ 54.00
GC-13	Proctor Tests	1	$75.0000	$ 75.00
SWR-12	8-Inch PVC C-900 Sewer, Rear Easement 16-20' Cut	10	$700.0000	$ 7,000.00
SWR-101	Reconstruct 6-Inch Sewer Lateral Single	0.5	$6,000.0000	$ 3,000.00
R-14	Floratam Sod	2600	$0.8500	$ 2,210.00
R-16	Water and Irrigate Sod	2.5	$62.5000	$ 156.25
BP-1	Bypass 8-Inch Set Up	1	$525.0000	$ 525.00
BP-5	Bypass 4-Inch Pump	1	$1,575.0000	$ 1,575.00
WP-2	Well Point System	0.75	$2,750.0000	$ 2,062.50
			Subtotal:	$ 17,815.25

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #2 -

EMERGENCY REPAIR: 16-inch sewer force main in utility right-of-way at 4-feet deep. Repair and replace 6-foot section of 16-inch CIP with 16-inch epoxy-lined DIP with fittings. Backfill in lifts, restore 400 SF of FDOT-approved asphalt and 1,500 SF of Bahia sod and water in sod.

Item	Description	Quantity	Unit Price	Total
GC-2	Emergency Mobilization R-O-W	1	$1,000.0000	$ 1,000.00
GC-10	MOT FDOT	1	$2,025.0000	$ 2,025.00
GC-12	Density Tests	5	$18.0000	$ 90.00
GC-13	Proctor Tests	2	$75.0000	$ 150.00
SWR-90	16-Inch DIP Epoxy FM	6	$225.0000	$ 1,350.00
SWR-103	DI Fittings for Wastewater	0.08	$9,000.0000	$ 720.00
SWR-110	16-Inch Megalugs	4	$250.0000	$ 1,000.00
R-12	Bahia Sod Replacement	1500	$0.7500	$ 1,125.00
R-16	Water and Irrigate Sod	1.5	$62.5000	$ 93.75
R-20	FDOT Asphalt SP-12.5 1 5/8 Inch	44	$67.0000	$ 2,948.00
R-27	Limerock-Primed	44	$36.0000	$ 1,584.00
			Subtotal:	$ 12,085.75

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #3 -

SCHEDULED REPAIR: Excavate and dewater with well point system (100 well points) to repair and replace 20-linear feet of 48-inch stormwater CMP with 48-inch CAP 10-feet deep. Restore an area of 3,000 SF of Bahia sod and water in sod.

Item	Description	Quantity	Unit Price	Total
GC-4	Mobilization R-O-W	1	$1,000.0000	$ 1,000.00
GC-8	MOT Residential Street	1	$315.0000	$ 315.00
GC-12	Density Tests	4	$18.0000	$ 72.00
GC-13	Proctor Tests	1	$75.0000	$ 75.00
STM-47	48-Inch CAP 10/12' Cut	20	$800.0000	$ 16,000.00
R-12	Bahia Sod Replacement	3000	$0.7500	$ 2,250.00
R-16	Water and Irrigate Sod	1.5	$62.5000	$ 93.75
WP-1	Well Point System	0.5	$4,450.0000	$ 2,225.00
			Subtotal:	$ 22,030.75

BID PROPOSAL SHEET - Price Proposal Online Form

The undersigned declares that they have carefully examined the specifications, and are thoroughly familiar with its provisions and with the quality, type, and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS".

THE PRICE PROPOSAL FOR EACH SCENARIO MUST BE PREPARED WITH THE PRICING SUBMITTED IN THE **SCHEDULE OF BID ITEMS** (General Conditions, Wastewater, Water Main, etc.). VENDORS ARE REQUIRED TO FILL EACH COLUMN FOR EACH ITEM PROPOSED IN EACH SCENARIO. **Bidders shall be deemed NON-RESPONSIVE if the Bid Proposal Sheet for the Scenario is INCOMPLETE or CONTAINS ERRORS.**

ALL ITEMS INCLUDED IN THE SCENARIOS LABELED 'ACTUAL COST REIMBURSEMENT BY CITY' SHOULD BE PROVIDED WITH AN ESTIMATED COST.

SCENARIO #4 -

EMERGENCY REPAIR: 16-inch water main break in FDOT roadway. Repair 16-inch water main break that is 5 feet deep, 40-feet section of 16-inch DIP, and approved fittings. Backfill excavation in 12-inch lifts with FDOT-approved rock. Restore 1,000 SF of asphalt, including milling and overlay.

Item	Description	Quantity	Unit Price	Total
GC-2	Emergency Mobilization R-O-W	1	$1,000.0000	$ 1,000.00
GC-10	MOT FDOT	1	$2,025.0000	$ 2,025.00
GC-12	Density Tests	5	$18.0000	$ 90.00
GC-13	Proctor Tests	2	$75.0000	$ 150.00
WTR-16	16-Inch DIP Water Main R-O-W	40	$220.0000	$ 8,800.00
WTR-23	DI Fittings for WM	0.07	$8,500.0000	$ 595.00
R-18	Mill FDOT Asphalt	111	$65.0000	$ 7,215.00
R-19	Asphalt Overlay	111	$65.0000	$ 7,215.00
R-20	Asphalt Patch SP12.5 1 5/8-Inch	111	$67.0000	$ 7,437.00
R-27	Limerock-Primed	111	$36.0000	$ 3,996.00
			Subtotal:	$ 38,523.00

Summary Table

Bid Form	Amount
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #1	$ 17,815.25
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #2	$ 12,085.75
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #3	$ 22,030.75
BID PROPOSAL SHEET- REPAIRS AND EMERGENCY SERVICES – Scheduled & Emergency Repair Scenario #4	$ 38,523.00
Subtotal Contract Amount:	$ 90,454.75

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses

Description	Response *	Comments	
Is your company a Minority Owned business?	No	CERTIFIED SBE-CBE by BROWARD cOUNTY and PALM BEACH COUNTY	
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	Yes	CERTIFIED SBE-CBE SMALL BUSINESS	
Issuing organization name	Input response in comments box to the right	BROWARD COUNTY and PALM BEACH COUNTY CERTIFIED SMALL BUSINESS SBE-CBE	*
Date of Issuance	Input response in comments box to the right	BROWARD 12-02-2000 PALM BEACH 10-20-2001	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No	Twenty-Five Years (25)	CUCO57343 FLORIDA UNDERGROUNG UTILITY CONTRACTOR

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Madsen/Barr Corporation has been awarded and performed this Boynton Beach Contract for over the last Ten Years. Our Current Contract is in an Extension Mode for 6 Months or until November 2024. Contract #019-2821-19/IT, "Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems".

References

In order to be considered for this project**, the Bidder must** list the minimum number of three (3) successfully completed or in progress projects within the last five (5) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein.

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton as a reference.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email and or call each reference up to three (3) times. If there is no answer after the third attempt, the City will apply no points toward the evaluation criteria.

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

If the proposer cannot satisfy the requirements for similar work, the City may reject the bid.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Name of Firm:	City of Boca Raton	City of Coconut Creek	Broward County
Scope of Work:	"Pressure Pipe, Insert Valve and Line Stop Repair and Installation"	"Rehabilitation Repairs New Construction Services for Water Distribution and Wastewater Conveyance Utility Systems"	1.) "Pipe and Valve Maintenance and Installations" 2.) "Emergency Installations and Repair Services"
Project Location:	Contract #022-020	Contract #02-21-18-11	1.) Contract IND2122857B1 2.) Contract PNC2122870B1
Project Lead/Manager:	Ms. Lisa Wilson-Davis, Operations Manager	Mr. Chad Hancock, Superintendent	Mr. Clive Haynes, Assistant Director
Cost of Service:	+$12,000,000.00	+$2,333,338.90	1.) $1,785,000.00 2.) $ 734,950.00
Start Date of Service:	February 1, 2023	May 10, 2018	1.) February 12, 2022 2.) December 14, 2021
End Date of Service:	February 1, 2028	November 10, 2024	1.) February 12, 2025 2.) December 14, 2024
Contact Person:	Ms. Lisa Wison-Davis, Operations Manager	Mr. Chad Hancock, Superintendent	Mr. Clive Haynes, Assistant Director
Title:	Operations and Compliance Manager	Superintendent	Assistant Director
Email:	lwilsondavis@myboca.us lwilsondavis@ci.boca-raton.fl.us	chancock@coconutcreek.net	chaynes@broward.org
Phone #:	Office 561-338-7310 Cell 561-239-8229	Office 954-973-6786 Cell 954-448-9066	Office 954-831-0851 Cell 954-553-0183

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Subcontractors

The Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors, if required.

Owner reserves the right to reject any subcontractors who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing.

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their “**OWN FORCES**”.

Name	Address	Scope of work	license No	Contract Amount	Percentage (%) of Contract
Johnson-Davis Inc.	604 Hillbrath Drive Lantana, Fl. 33462	Excavations	CUC043087	Unknown	5%
Triple Nickel Paving	1300 N.W. 18th Street Pompano Beach, Fl. 33069	Asphalt Paving	n/a	Unknown	5%
Foster Marine, Inc. Florida Flow Control	3180 Fairlane Farms Rd. Wellington, Fl. 33414	Excavations, Line Stops and Insertion Valves.	CUC057357	Unknown	5%

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- Bid Form & Bid Bond Documents - BB UTL24-060 BID FORM & BID BOND DOCUMENTS_001050.pdf - Thursday August 15, 2024 12:41:46
- Bidder's Qualification Statement - BB UTL24-060 QUALIFICATION STATEMENT_001051.pdf - Thursday August 15, 2024 12:44:33
- Anti-Kickback Affidavit - BB UTL24-060 ANTI-KICKBACK AFFIDAVIT_001052.pdf - Thursday August 15, 2024 12:47:37
- Non-Collusion Affidavit of Proposer - BB UTL24-060 NON-COLLUSION AFFIDAVIT_001053.pdf - Thursday August 15, 2024 12:49:49
- Certification Pursuant to Florida Statute § 287.135 - BB UTL24-060 CERTIFICATION STATUTE 287.135_001054.pdf - Thursday August 15, 2024 12:53:30
- Certificates, Licenses (Underground Utility License), Business Permits, and W-9 - BB UTL24-060 CERTIFICATIONS, LICENSE, LBTR, W-9_001055.pdf - Thursday August 15, 2024 12:57:11
- Warranties - BB UTL24-060 WARRANTIES_001056.pdf - Thursday August 15, 2024 12:59:35
- Trench Safety Act Affidavit - BB UTL24-060 TRENCH SAFETY AFFIDAVIT_001057.pdf - Thursday August 15, 2024 13:01:43
- E-Verify Form Under Section § 448.095 Florida Statutes - BB UTL24-060 E-VERIFY SECTION 448.095_001058.pdf - Thursday August 15, 2024 13:04:20
- Affidavit of Compliance with Foreign Entity Laws & Affidavit of Compliance with Anti-Human Trafficking Laws - BB UTL24-060 AFFIDAVITS FOREIGN ENTITY LAW and ANTI-HUMAN TRAFFICKING_001059.pdf - Thursday August 15, 2024 13:08:29
- Additional Document - BB UTL24-060 COST ESTIMATES SCENARIO'S 1-2-3-4_001073.pdf - Monday August 26, 2024 16:22:44

Bonding Upload Section

Refer to Bid Document

ATTENTION ALL INTERESTED BIDDERS:

All Vendors are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive. A one hundred percent (100%) Payment and Performance Bond is required, if applicable, upon notification by the City of the awarded Contract to the selected firm.

No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the contractor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

- Bid Bond - BB UTL24-060 BID BOND_001061.pdf - Thursday August 15, 2024 13:15:06

SPECIAL TERMS & CONDITIONS

PURPOSE: The purpose of this bid is to seek a maximum of two qualified Contractors/Vendors to demonstrate specific experience in utility system general repairs and emergency services. The Contractor/Vendor shall furnish, install, and provide all labor and materials to complete repairs to the City's utility systems. The scope of work will be performed on an "as-needed basis" based on the established bid pricing. Individual purchase orders will be issued by the City as required.

Repairs will be made to the City's Water Distribution, Wastewater Collection, and Storm Water Systems and generally consist of, but are not limited to, furnishing and installing various sizes of C-900 PVC pipe for gravity sewer main; ductile iron pipe for force main and water distribution lines; various types of pipe for stormwater conveyance; and concrete structures for the wastewater and stormwater systems. Set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt, and concrete work may also be required as needed. The work shall be performed at various locations throughout the City of Boynton Beach and surrounding service areas.

The City of Boynton Beach is seeking the services of a qualified Contractor/Vendor to construct a new stormwater system, installation of drainage inlets, upgrade existing stormwater conduits, and restore roadways in the project area.

AWARD: At bid submittal, the Vendor must submit price proposal responses for the four (4) scenarios listed in the **Scheduled & Emergency Repair Scenarios** (Attachment "B"). The price proposal for each scenario must be prepared with the pricing submitted in the **Schedule of Bid Items** form (Attachment "A"). Bidders shall be deemed non-responsive if the **Scheduled & Emergency Repair Scenarios** are incomplete or contain errors. The Bids will be evaluated based on the price proposals submitted for each of the four (4) scenarios.

Successful Vendor awarded shall ensure that proper and sufficient staff, equipment, organization, materials, references, and past performance, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

BID TERM: The initial term of the Bid awarded shall be for two (2) years commencing on the date stated in the executed contract. The City reserves the right to automatically renew the agreement for three (3) additional one (1) year renewals subject to vendor acceptance, and satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. Agreement renewals are only effective and valid if in writing and executed by the City's Finance Director or Designee.

The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service without further Commission action. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

INSURANCE: It shall be the responsibility of the successful Vendor to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of the vendor's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

PERFORMANCE WARRANTY: The vendor shall guarantee all work, equipment, and materials included in the services against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon the date of acceptance, inspection, and approval by the City Representative only. If the vendor is notified in writing of a deficiency in the work provided, within one year from completion of the work, the vendor shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the City the original charges for the work in question, including the difference in cost if any, to re-perform the work if completed by another vendor.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

All invoices submitted shall consist of as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as “partial”, “complete”, or “final invoice.” The City will accept partial deliveries. The invoice shall contain the Bidder’s Federal Employer Identification Number.

The City’s terms of payment, unless otherwise stated in the Contract Documents are “Net 30 Days” after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Vendor shall re-submit a corrected invoice to the City for processing.

- It will be the sole responsibility of the Vendor to properly dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Vendor.
- All work areas must meet safety requirements for pedestrian and vehicular traffic and must be left in a clean and orderly manner. All grass areas and/or private property that are damaged while work area is under construction shall be restored as found by the Vendor prior to leaving the work areas after completion of work. It is recommended that the Vendor keep a before and after picture history, at no cost to the City, should any questions arise and be made available to the Project Manager if needed.
- All work must meet or exceed the State of Florida Department of Transportation Applicable Standards including the Florida Building Code and City of Boynton Beach Standards.
- The supervision of the execution of this Contract is vested wholly in the Project Manager or his representative, and the orders of the City Commission and/or Utilities Director are to be given through him. The instructions of the Project Manager or his representative are to be strictly and promptly followed in every case. The Vendor may designate a foreman or other representative to receive such instructions in his absence, and failing to do so, he will be held responsible for the execution of any instructions it may be necessary to give in his absence. The Project Manager or his representative is to have free access to the materials and the work at all times for laying out, measuring, inspecting, or oversight of the same, and the Vendor is to afford him all necessary facilities and assistance for so doing.
- To prevent all disputes and litigation, it is agreed by the parties hereto that the Utilities Director or City representative shall decide all questions, difficulties, and disputes of any nature which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract and task orders, and as to the character, quality, amount and value of any work done and materials furnished under or by reason of the Contract, and his estimates and decisions upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
- Time is an essential element of the contract and as delay in the execution of work will inconvenience and possibly endanger the public, obstruct traffic, and interfere with business, it is important that once work commences at any site, it be carried through to completion without delays or suspension of operations unless deemed to be necessary by the Project Manager or Inspector.
- In the event any delays or suspension of operations occur, the City reserves the right to hire off-duty police, erect barricades, or take whatever actions are necessary to provide for the safety of the site. All costs involved in doing so shall be just claims against the Vendor or the Vendor’s Performance and Payment Bond. By submitting a bid, the Vendor agrees to the conditions as stated above.

PLANS AND SPECIFICATIONS: The specifications and all other documentation that make up and constitute the contract shall be followed in strict accordance as to work, material, and dimensions except when the Utilities Project Manager may authorize in writing an exception. Measurement discrepancies shall be decided upon by the Utilities Project Manager or his representative and the Vendor shall not proceed when in doubt as to any dimension or measurement.

PERFORMANCE OF WORK:

a. The Vendor will furnish a qualified Superintendent who will be present at all times while work is being performed, and shall be authorized to act for the Vendor. The Vendor shall maintain sufficient plant, equipment, and labor on the job site to meet the requirements of the work.
b. Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the Utilities Project Manager or his representative at all times. The Vendor shall submit for approval by the Utilities Project manager or his representative a description of the type of materials and equipment to be used; and to the method of procedure to be used in the performance of the work.
c. It is expressly understood that the Vendor is in all respects an independent Vendor for this work, notwithstanding that under certain conditions, he is bound to follow the directions of the Utilities Project Manager or his representative, and is in no respect and agent, servant or employee of the City.
d. Any performance or non-performance issues noted by the Project Manager or their representative(s) will be brought to the attention of the Vendor through the use of the **Performance Evaluation Form**, see Attachment ‘D’. The Project Manager or their representative(s) will conduct annual performance evaluations based on areas serviced under this contract/agreement.

RESTORATION OF PROPERTY: Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Vendor in a manner acceptable to the Utilities Project Manager, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from the construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation systems, footings, or underground utilities.

DELAYS:

a. If the Vendor should be delayed in the progress of the work included in the Contract by unforeseeable causes beyond his control, the time for completion of the work may be extended by the Utilities Project Manager or his representative. Requests for extensions of time must be submitted in writing to the Utilities Project Manager or his representative within seven (7) days from the Vendor's knowledge of a delay. Vendor shall not receive any compensation for additional time required to complete the work as a result of any delay.
b. The Vendor shall assume all risks resulting from delays except that should the City, by act or omission, intentionally and without reason, cause delays which result in actual loss to the Vendor. Reimbursement thereof may be adjusted and allowed by the City only after being notified in writing by the Vendor at the time of the delay and after being given an opportunity to verify such money losses as they occur. No payment or adjustment will be allowed to the Vendor as reimbursement for any other delays whatsoever; regardless of by what or by whom caused, even though by other Vendors on the same work, or by times, seasons, or weather; other than amounts provided in the Contract for payment which shall be understood to include and cover all risks due to delays except as stated in the foregoing.
c. If the Vendor fails to start the work within the time specified, and if the City should nevertheless permit the Vendor to continue and complete the same without official extension of time in writing, such permission shall not modify nor waive any liability of the Vendor for damages arising from non-completion of work within the time limit, but all such liabilities shall be subject to continuation in full force against the Vendor.
d. Liability of the Vendor will include any claim by any person for bodily or property damage after the Notice to Proceed was given for the requested work.

MATERIALS:

a. The Vendor shall provide the services of all workmen, mechanics, tradesmen, and other employees trained and skilled in their various occupations and all materials and equipment. The request for work to be performed will require the Vendor to supply all labor, equipment, materials and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications.
b. Wherever not explicitly described, materials and workmanship of every kind shall be in keeping with industry standards. The Vendor shall perform his work in proper sequence to the work or other Vendors and to acts or operations of the City, and shall properly join his work to existing or new construction.
c. All materials and every process and operation of manufacture, construction and erection shall be subject to inspection at all times, and the Utilities Project Manager or his representatives and their representatives shall have free access to all parts of the work of construction and erection. The Vendor shall remove, reconstruct, replace, and make good, as may be directed, without charge, any defective work. Oversight or error or judgment of inspectors, or previous acceptance, shall not relieve the Vendor from the obligation to make good defects whenever discovered.

FINAL CLEAN-UP:

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Vendor shall remove from the site completed, all machinery, equipment surplus, and discarded materials and temporary structures. The disposal of all materials, rubbish, and construction debris shall be made at a legal disposal site or by other manner if prior approval is granted by the Project Manager. Materials cleared from the site and deposited on the adjacent or nearby property will not be considered as having been disposed of properly.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services, and construction, as more specifically set out and in accordance with the solicitation, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the solicitation which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Bond accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the solicitation.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - John Barr, President, Madsen Barr Corporation
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum No. 3 - UTL24-060 Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems Wed August 28 2024 01:14 PM	☑	1
Addendum No. 2 - UTL24-060 Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems Thu August 22 2024 01:34 PM	☑	2
Addendum No. 1 - UTL24-060 Re-Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems Wed August 14 2024 08:52 PM	☑	4

BID FORM

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified VENDORS to furnish, install and provide all labor for **RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS** on an 'as needed basis'.

Submitted By: MADSEN-BARR CORP. (VENDOR) Date: AUGUST 26, 2024

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned VENDOR proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. VENDOR will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, VENDOR represents, as more fully set forth in the Contract, that

   a. VENDOR has examined the Bid Documents, including all addenda. Receipt of all of which is hereby acknowledged;

   b. VENDOR has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.

   c. VENDOR has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents, and the written resolution thereof by the CITY is acceptable to VENDOR.

4. VENDOR proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to VENDOR for the successful completion of its obligation as specified in the Bid Documents.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

5. Communications concerning this Bid shall be as follows:

Contact Person: JOHN BARR
Business Address: 12113 INDIAN MOUND RD.
City, State, Zip Code: WELLINGTON, FL. 33449
Business Phone Number: 954.401.6758
Email Address: johnbarr@madsenbarr.com
Cell Phone Number: 954.401.6758

6. Other pertinent information is as follows:

License Number (Please Attach Copy): STATE OF FLORIDA (CUC057343)
Federal Tax ID#: 65.1032119
Federal Employment ID #: N/A

Submitted on this 26 day of AUGUST, 2024.

a. (If an individual, partnership, or non-incorporated organization)

Signature of VENDOR: N/A

By: _____

b. (If a corporation)

(Affix Seal)

MADSEN/BARR CONSTRUCTION CORPORATE SEAL 2000 FLORIDA

Signature of VENDOR: _____

By: JOHN BARR, PRESIDENT

Attested by Secretary: _____
NICK ERRO

Incorporated under the laws of the State of FLORIDA.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that MADSEN/BARR CORPORATION as Principal, and WESTERN SURETY COMPANY, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of FIVE PERCENT OF THE AMOUNT BID Dollars ($5%----------) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated AUGUST 26, 2024, for:

(RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 7TH day of AUGUST, 2024, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

MADSEN/BARR CORPORATION
Name of Firm

WITNESS:

SECRETARY - NICK ERRO

Signature of Authorized Officer (affixed seal)

PRESIDENT
Title

12113 INDIAN MOUND ROAD
Business Address

WELLINGTON, FL 33449
City and State

SURETY:

WESTERN SURETY COMPANY
Corporate Surety

WITNESS:

Attorney-in-Fact (affix seal) D. W. MATSON III

500 COLONIAL CENTER PARKWAY, STE. 400
Business Address

LAKE MARY, FL 32746
City and State

MATSON-CHARLTON SURETY GROUP
Name of Local Insurance Agency

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, NICK ERRO, certify that I am the Secretary of the Corporation named as Principal in the within bond; that JOHN BARR who signed the such Bid Bond on behalf of the Principal, was then PRESIDENT of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

Secretary (corporate seal)
NICK ERRO

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of ✓physical presence or ___online notarization NICK ERRO to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the MADSEN-BARR CORP. and that they have been authorized by JOHN BARR, PRESIDENT to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-060

Vendor: MADSEN/BARR CORPORATION

Name: _____

Address: 12113 INDIAN MOUND ROAD

City/ State: WELLINGTON, FL ZIP: 33449

Phone: 954-401-6758

Bond Amount: FIVE PERCENT OF THE AMOUNT BID

SURETY BOND COMPANY:

Name: WESTERN SURETY COMPANY

Address: 500 COLONIAL CENTER PARKWAY, STE. 400

City/ State: LAKE MARY, FL ZIP: 32746

Phone: 407-804-7133

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

AUGUST 7, 2024
Date

Agent and Attorney-in-Fact
D. W. MATSON III

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

D W Matson III, John W Charlton, Individually

of Coral Gables, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of July, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 3rd day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7TH day of AUGUST. 2024

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BIDDER'S QUALIFICATION STATEMENT
REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Check One

Corporation	✓
Partnership	
Individual	
Other	

Submitted By:
Name: MADSEN-BARR CORP. (JOHN BARR)
Address: 12113 INDIAN MOUND ROAD
City, State, Zip: WELLINGTON, FL. 33449
Telephone No.: 954.401.6758
Email Address.: johnbarr@madsenbarr.com

1. State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Vendor is: MADSEN-BARR CORPORATION

The address of the principal place of business is:
12113 INDIAN MOUND ROAD
WELLINGTON, FL. 33449

2. If Vendor is a corporation, answer the following:

a. Date of Incorporation: OCTOBER 1, 2000
b. State of Incorporation: FLORIDA
c. President's name: JOHN BARR
d. Vice President's name: JEB BARR
e. Secretary's name: NICK ERRO
f. Treasurer's name: NICK ERRO
g. Name and address of Resident Agent: JOHN BARR
12113 INDIAN MOUND ROAD, WELLINGTON, FL. 33449

3. If Vendor is an individual or a partnership, answer the following:

a. Date of organization: N/A

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

b. Name, address, and ownership units of all partners:

N/A

c. State whether general or limited partnership: N/A

4. What is the last project of this nature that you have completed?
CITY OF BOYNTON BEACH · CONTRACT # 019-2021-19/IT "REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORMWATER UTILITY SYSTEMS."

5. If Vendor is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:
N/A

6. If Vendor is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
N/A

7. How many years has your organization been in business under its present business name?
24 YRS.

Under what other former names has your organization operated?

NONE

8. Have you ever failed to complete work awarded to you. If so, when, where, and why?
NO

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
JOHN BARR, UNIVERSITY OF ALABAMA 1976 BSCE

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.
FLORIDA UNDERGROUND UTILITY CONTRACTOR. CUC057343

11. Will you sublet any part of this WORK? If so, give details.
ASPHALT PAVING, FDOT ASPHALT TRIPLE NICKEL PAVING, INC.

12. State the name and address of the Attorney, if any, for the business.
NONE

13. State the names and addresses of all businesses and/or individuals who own and interest of more than five percent (5%) of the Vendor's business and indicate the percentage owned of each such business and/or individual:

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NONE

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the Vendor:
NONE

15. Has the Vendor or any principals of the Firm failed to qualify as a responsible Vendor, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:
NO

16. What will be your turnaround time for written responses to the City's inquires?
IMMEDIATELY

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?
YES ✓ NO ☐

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
N/A

19. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Vendor, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each petition.
NONE

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Vendor or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.
NONE

21. Is the Vendor currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.
NO

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1
BANK OF BELLE GLADE, MR. STEVE PRIELOZNY, PRESIDENT
108 S.E. AVE. D, BELLE GLADE, FL. 33430, 561.996.6711

23. Annual Average Services Revenue of the Vendor for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	$6,800,000.- #7
b.	Non-Governmental Related Work	-0-
	Total Work (a +b):	$6,800,000.- #7

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million ← #7
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.
JOHN BARR AND NICK ERRO MONITOR ALL COMPANY ACTIVITIES.

25. Provide a description of quality assurance/quality control management methods.
JOHN BARR AND NICK ERRO MONITOR ALL COMPANY ACTIVITIES

The VENDOR acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by VENDOR to be true. The discovery of any omission or misstatement that materially affects the VENDOR'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The VENDOR also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. VENDOR hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed) _____

(Title) PRESIDENT

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024, by _____, who is personally known to me or who has produced KNOWN TO ME as identification.

Subscribed and sworn to before me
This 26 day of AUGUST, 2024.

Notary Public (Signature)

My Commission Expires: 3/4/28

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____ JOHN BARR
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024 by JOHN BARR, who is personally known to me or who has produced KNOWN TO ME as identification.

Sworn and subscribed before me
this 26 day of AUGUST, 2024

Printed Information:

JOHN BARR
NAME

PRESIDENT
TITLE

MADSEN-BARR CORP.
COMPANY

_____
NOTARY PUBLIC, State of Florida at Large

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT OF PROPOSER

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

State of FLORIDA)

County of PALM BEACH)

JOHN BARR, being first duly sworn, deposes and says that:

1) He is PRESIDENT (Title) of MADSEN-BARR CORP. (Name of Corporation or Integrator), the Vendor that has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the Vendor certifies that this bid is made independently and free from collusion;

4) Further, the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Vendor, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Vendor, integrator or person to fix the price or prices in the attached Bid or of any other Vendor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of other Vendor or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) Vendor shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer of director or, has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Vendor, or if they otherwise stand to personally gain if the contract is awarded to this Vendor.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
N/A	

Witnesses:

Typed name: NICK ERRO

Typed name: NINA BARR

VENDOR:

Signed:

Name: JOHN BARR

Title: PRESIDENT

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024 by JOHN BARR, who is personally known to me or who has produced KNOWN TO ME as identification.

Subscribed and sworn to before me

This 26 day of AUGUST, 20 24

Notary Public (Signature)

My Commission Expires: 3/4/28

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

(Signed)

(Title) PRESIDENT

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS

RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

I, JOHN BARR, PRESIDENT, on behalf of MADSEN-BARR CORP. certify

Print Name and Title — Company Name

that MADSEN-BARR CORP. does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran

Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

MADSEN-BARR CORP.
COMPANY NAME

SIGNATURE

JOHN BARR
PRINT NAME

PRESIDENT
TITLE

AUGUST 26, 2024
DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024 by JOHN BARR, who is personally known to me or who has produced KNOWN TO ME as identification.

Subscribed and sworn to before me
This 26 day of AUGUST, 2024

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

Notary Public (Signature)

3/4/28
My Commission Expires:

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BARR, JOHN JEFFREY

MADSEN/BARR CORPORATION
12113 INDIAN MOUND ROAD
WELLINGTON FL 33449

LICENSE NUMBER: CUC057343

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/03/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
12113 INDIAN MOUND ROAD
LAKE WORTH, FL 33467

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
UNDERGROUND UTILITY & EXCAVATION CONTRACTOR	BARR JOHN J	CUC057343	B23.658604 07/12/2023	$27.50	B40107882

This document is valid only when receipted by the Tax Collector's Office.

MADSEN-BARR CORPORATION
MADSEN-BARR CORPORATION
12113 INDIAN MOUND RD
WELLINGTON FL 33449-8220

14
7 - 3098

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200318289
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

BROWARD COUNTY FLORIDA

Office of Economic and Small Business Development

Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

This Certificate is Awarded to:

MADSEN/BARR CORPORATION

As set forth in the Broward County Business Opportunity Act of 2012, the certification requirements have been met for:

County Business Enterprise
Small Business Enterprise
Anniversary Date: December 2nd

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A Service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Madsen-Barr Corporation

Vendor # **MADS0007**

is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

October 20, 2021 to October 19, 2024

The following services and/or products are covered under this certification:

Construction, Utility/Underground Projects; Excavation Services; Maintenance and Repair, Utility/Underground Projects

Allen Gray, Manager
09/16/2021

PALM BEACH COUNTY • FLORIDA

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
MADSEN - BARR CORPORATION

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
12113 INDIAN MOUND ROAD

Requester's name and address (optional)

City, state, and ZIP code
WELLINGTON, FL 33449

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

Employer identification number
65 - 1032119

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ AUG. 26, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

WARRANTIES

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA,** Construction Contract described in these Bid Documents, the Vendor represents and warrants to the City of Boynton Beach, Florida:

1. The Vendor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Vendor in the Construction Contract; and

2. That the facts stated in the Vendor's Bid and information given the Vendor pursuant to the request or proposal for Bids, instructions to Vendors and Specifications are true and correct in all respects; and

3. That the Vendor has read and complied with all of the requirements set forth in the request for Bids, instructions to Vendors and Specifications; and

4. That the Vendor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Boynton Beach, Florida, free from any security interest, and other lien, and that the Vendor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Boynton Beach, Florida, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to the City of Boynton Beach, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Vendor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Vendor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Vendor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Vendor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

9. That this Warranty is included in exposures for which the Vendor has products liability and completed operations insurance, in minimum amounts of One Million ($1,000,000.00) Dollars for property damage and One Million ($1,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Vendor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Vendor, and in accordance with the Vendor's recommendations, a copy of which has either been supplied to the City of Boynton Beach should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Boynton Beach, Florida, agrees to present such records to the Vendor upon request in the event of a claim hereunder by the City;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Vendor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 26 day of AUGUST, 2024.

(SEAL)

VENDOR:

By _____
JOHN BARR
PRESIDENT

ATTEST:

_____
Secretary NICK ERRS

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

TRENCH SAFETY ACT AFFIDAVIT

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Vendor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

MADSEN-BARR CORP.

Name of Proposer

JOHN BARR

Authorized Signature of Proposer

PRESIDENT

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024 by JOHN BARR, who is personally known to me or who has produced KNOWN TO ME as identification.

Subscribed and sworn to before me
This 26 day of AUGUST, 2024

Jodi Feliu
Notary Public (Signature)

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

My Commission Expires: 3/4/28

(Signed) JOHN BARR

(Title) PRESIDENT

MADSEN-BAIR CORPORATION CORPORATE SEAL 2000 FLORIDA

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
STEEL PLATES	EA	10	$2500.-	$25,000.-	SHORING
TRENCH BOXES	EA	3	$3000.-	$9,000.-	TRENCH SHIELD

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS**

Solicitation No.: **UTL24-060**

1. Definitions:

   "CONTRACTOR" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONTRACTOR" includes, but is not limited to, a vendor or consultant.

   "SUB-CONTRACTOR" means a person or entity that provides labor, supplies, or services to or for a CONTRACTOR or another SUB-CONTRACTOR in exchange for salary, wages, or other remuneration.

   "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, CONTRACTORS, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

   a) All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

   b) All persons (including sub-vendors/sub-consultants/sub-CONTRACTORS) assigned by CONTRACTOR to perform work pursuant to the contract with the City of Boynton Beach. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

   c) Should vendor become the successful CONTRACTOR awarded for the above-named project, by entering into the contract, the CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all SUB-CONTRACTORS to provide an affidavit attesting that the SUB-CONTRACTOR does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

   b) If the City has a good faith belief that a SUB-CONTRACTOR knowingly violated s. 448.095 (2), but the CONTRACTOR otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the SUB-CONTRACTOR.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	MADSEN - BARR CORPORATION
Authorized Signature:	
Print Name:	JOHN BARR
Title	PRESIDENT
Date:	AUGUST 26, 2024
Phone:	954.401.6753

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024, by JOHN BARR on behalf of MADSEN-BARR CORP. He/she is personally known to me or has produced KNOWN TO ME as identification.

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

NOTARY PUBLIC

Jodi Feliu
(Name of Notary Typed, Printed or Stamped)

Notary
Title or Rank

HH498289
Serial number, if any

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: AUG. 26, , 2024

Entity: MADSEN-BARR. CORP.

Signed: _____

Name: JOHN BARR

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024, by JOHN BARR, as PRESIDENT for MADSEN-BARR CORPORATION, who is personally known to me or who has produced KNOWN TO ME as identification.

Notary Public Signature: _____

Print Name: Jodi Feliu

State of Florida at Large (Seal)

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

My commission expires: 3/4/28

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: AUGUST 26, 2024

Entity: MADSEN-BARR CORP

Signed: _____

Name: JOHN BARR

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of AUGUST, 2024, by JOHN BARR, as PRESIDENT for MADSEN-BARR CORPORATION, who is personally known to me or who has produced KNOWN TO ME as identification.

Notary Public Signature: _____

Print Name: Jodi Feliu

State of Florida at Large (Seal)

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

My commission expires: 3/4/28

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS
RE-BID No.: UTL24-060

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that MADSEN/BARR CORPORATION as Principal, and WESTERN SURETY COMPANY, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of FIVE PERCENT OF THE AMOUNT BID Dollars ($5%----------) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated AUGUST 26, 2024, for:

(RE-BID REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) calendar days after date of opening of the same, and shall within ten (10) business days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in such Bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 7TH day of AUGUST, 2024, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

MADSEN/BARR CORPORATION
Name of Firm

WITNESS:

SECRETARY - NICK ERRO

Signature of Authorized Officer (affixed seal)

PRESIDENT
Title

12113 INDIAN MOUND ROAD
Business Address

WELLINGTON, FL 33449
City and State

SURETY:

WESTERN SURETY COMPANY
Corporate Surety

WITNESS:

Attorney-in-Fact (affix seal) D. W. MATSON III

500 COLONIAL CENTER PARKWAY, STE. 400
Business Address

LAKE MARY, FL 32746
City and State

MATSON-CHARLTON SURETY GROUP
Name of Local Insurance Agency

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, NICK ERRO, certify that I am the Secretary of the Corporation named as Principal in the within bond; that JOHN BARR who signed the such Bid Bond on behalf of the Principal, was then PRESIDENT of such Corporation; that I know their signature, and their signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

Secretary (corporate seal)
NICK ERRO

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared by means of ✓ physical presence or ___ online notarization NICK ERRO to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-in-Fact, for the MADSEN-BARR CORP. and that they have been authorized by JOHN BARR, PRESIDENT to execute the foregoing bond on behalf of the VENDOR named therein in favor for the City of Boynton Beach.

JODI MARIE FELIU
Notary Public - State of Florida
Commission # HH 498289
My Comm. Expires Mar 4, 2028
Bonded through National Notary Assn.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: UTL24-060

Vendor: MADSEN/BARR CORPORATION

Name: _____

Address: 12113 INDIAN MOUND ROAD

City/ State: WELLINGTON, FL ZIP: 33449

Phone: 954-401-6758

Bond Amount: FIVE PERCENT OF THE AMOUNT BID

SURETY BOND COMPANY:

Name: WESTERN SURETY COMPANY

Address: 500 COLONIAL CENTER PARKWAY, STE. 400

City/ State: LAKE MARY, FL ZIP: 32746

Phone: 407-804-7133

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

AUGUST 7, 2024
Date

Agent and Attorney-in-Fact
D. W. MATSON III

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

D W Matson III, John W Charlton, Individually

of Coral Gables, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of July, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 3rd day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7TH day of AUGUST, 2024

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

MADSEN /BARR CORPORATION
Engineering Contractors • Sewer • Water • Drainage
Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
E-mail: johnbarr@madsenbarr.com

COST ESTIMATE- AUGUST 29, 2024 (SCENARIO # 1)

SOLD TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435
ATTENTION: MR. THORLEY JOHNSON, SUPERVISOR WASTEWATER
CC: MR. TREMAINE JOHNSON, DEPUTY DIRECTOR UTILITIES
SUBJECT: CITY of BOYNTON BEACH
8-INCH SEWER MAIN REPAIR (16 VF)
EMERGENCY REPAIR DAMAGED MAIN LINE SEWER REAR EASEMENT.
SCOPE of WORK: Mobilize, Notifications, MOT, Utility Locations, Dewatering (Well Point System), Trench Safety, By-pass Sewer Operations, Excavations, Repair damaged 8-Inch Sewer Main, Reconnect Sewer Lateral Single, Backfill, Compact, Restoration of all, Demobilize.
LOCATION: SCENARIO # 1
CONTRACT: CITY of BOYNTON BEACH, PROJECT # UTL24-060
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"
P.O. NUMBER: PENDING
FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-1	Emergency Mobilization(Rear Esm't)	1	LS	$ 1,000.00	$ 1,000.00
GC-8	M.O.T. Residential Street	.5	EA.	$ 315.00	$ 157.50
GC-12	Density Tests	3	EST.	$ 18.00	$ 54.00
GC-13	Proctor Tests	1	EST.	$ 75.00	$ 75.00
SWR-12	8-Inch Sewer Repair (Rear) 16-20'Cut	10	LF	$ 700.00	$ 7,000.00
SWR-101	Reconnect 6-Inch Sewer Lateral	.5	EA.	$ 6,000.00	$ 3,000.00
R-14	Floratam Sod restoration	2600	SF	$ 0.85	$ 2,210.00
R-16	Water and Irrigate Sod	2.5	HR.	$ 62.50	$ 156.25
BP-1	By-Pass 8" Sewer Set Up	1	EA.	$ 525.00	$ 525.00
BP-5	By-Pass 4" Pump Including Monitoring	1	DAY	$ 1,575.00	$ 1,575.00
WP-2	Well Point System	0.75	DAY	$ 2,750.00	$ 2,062.50

TOTAL COST ESTIMATE ********** **$ 17,815.25**

NOTES: **1.) PERMITS and/or FEES NOT INCLUDED.**

MADSEN /BARR CORPORATION
Engineering Contractors • Sewer • Water • Drainage
Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
E-mail: johnbarr@madsenbarr.com

COST ESTIMATE- AUGUST 29, 2024 (SCENARIO #2)

SOLD TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435
ATTENTION: MR. BRANDON MINGO, SUPERVISOR WATER
CC: MR. TREMAINE JOHNSON, OPERATIONS MANAGER
SUBJECT: CITY of BOYNTON BEACH
EMERGENCY REPAIR 16-INCH DIP WATER MAIN (40 LF) FDOT R-O-W
SCOPE of WORK: Mobilize, Notifications, MOT, Utility Locations, Dewater, Trench Safety, Excavations, Repair damaged 16-Inch DIP Water Main, Backfill, Compact, Restoration of all, Demobilize.
LOCATION: SCENARIO # 2
CONTRACT: CITY of BO YNTON BEACH, PROJECT # UTL24-060
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"
P.O. NUMBER: PENDING
FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-2	Emergency Mobilization(R-O-W)	1	LS	$ 1,000.00	$ 1,000.00
GC-10	M.O.T. FDOT	1	EA.	$ 2,025.00	$ 2,025.00
GC-12	Density Tests	5	EST.	$ 18.00	$ 90.00
GC-13	Proctor Tests	2	EST.	$ 75.00	$ 150.00
SWR-90	16-Inch Sewer FM DIP Epoxy (R-O-W)	6	LF	$ 225.00	$ 1,350.00
SWR-103	DI Fittings for Wastewater	.08	TN	$ 9,000.00	$ 720.00
SWR-110	16-Inch Megalugs	4	EA.	$ 250.00	$ 1,000.00
R-12	Bahia Sod Restoration	1500	SF	$ 0.75	$ 1,125.00
R-16	Water and Irrigate Sod	1.5	HR.	$ 62.50	$ 93.75
R-20	FDOT Asphalt SP 12.5 1 5/8-Inch	44	SY	$ 67.00	$ 2,948.00
R-27	Limerock – Primed	44	SY	$ 36.00	$ 1,584.00

TOTAL COST ESTIMATE ********** **$ 12,085.75**

NOTES: 1.) PERMITS and/or FEES NOT INCLUDED.

MADSEN / BARR CORPORATION
Engineering Contractors • Sewer • Water • Drainage
Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
E-mail: johnbarr@madsenbarr.com

COST ESTIMATE- AUGUST 29, 2024 (SCENARIO #3)

SOLD TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435
ATTENTION: MR. THORLEY JOHNSON, SUPERVISOR WASTEWATER
CC: MR. TREMAINE JOHNSON, DEPUTY DIRECTOR UTILITIES
SUBJECT: CITY of BOYNTON BEACH
REPAIR 48-INCH CMP with 48-INCH CAP (10 VF)
SCOPE of WORK: Mobilize, Notifications, MOT, Utility Locations, Dewater, Well Point System, Trench Safety, Excavations, Repair damaged 48-Inch CMP with CAP Drainage Pipe, Backfill, Compact, Restoration of all, Demobilize.
LOCATION: SCENARIO # 3
CONTRACT: CITY of BOYNTON BEACH, PROJECT # UTL24-060
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"
P.O. NUMBER: PENDING
FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-4	Mobilization(R-O-W)	1	LS	$ 1,000.00	$ 1,000.00
GC-8	M.O.T. Residential Street	1	EA.	$ 315.00	$ 315.00
GC-12	Density Tests	4	EST.	$ 18.00	$ 72.00
GC-13	Proctor Tests	1	EST.	$ 75.00	$ 75.00
STM-47	48-Inch CAP Drainage Pipe 10/12'cut	20	LF	$ 800.00	$ 16,000.00
R-12	Bahia Sod restoration	3000	SF	$ 0.75	$ 2,250.00
R-16	Water and Irrigate Sod	1.5	HR.	$ 62.50	$ 93.75
WP-1	Well Point System	.5	DAY	$ 4,450.00	$ 2,225.00

TOTAL COST ESTIMATE ********** **$ 22,030.75**

NOTES: **1.) PERMITS and/or FEES NOT INCLUDED.**

MADSEN / BARR CORPORATION
Engineering Contractors • Sewer • Water • Drainage
Broward: (954) 489-7773 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382
E-mail: johnbarr@madsenbarr.com

COST ESTIMATE- AUGUST 29, 2024 (SCENARIO #4)

SOLD TO: CITY of BOYNTON BEACH
UTILITIES DEPARTMENT
124 EAST WOOLBRIGHT ROAD
BOYNTON BEACH, FLORIDA 33435
ATTENTION: MR. BRANDON MINGO, SUPERVISOR WATER
CC: MR. TREMAINE JOHNSON, OPERATIONS MANAGER
SUBJECT: CITY of BOYNTON BEACH
EMERGENCY REPAIR 16-INCH DIP WATER MAIN (40 LF) FDOT R-O-W
SCOPE of WORK: Mobilize, Notifications, MOT, Utility Locations, Dewater, Trench Safety, Excavations, Repair damaged 16-Inch DIP Water Main, Backfill, Compact, Restoration of all, Demobilize.
LOCATION: SCENARIO # 4
CONTRACT: CITY of BOYNTON BEACH, PROJECT # UTL24-060
"REPAIRS and EMERGENCY SERVICES for WATER DISTRIBUTION, WASTEWATER COLLECTION and STORM WATER UTILITY SYSTEMS"
P.O. NUMBER: PENDING
FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
GC-2	Emergency Mobilization(R-O-W)	1	LS	$ 1,000.00	$ 1,000.00
GC-10	M.O.T. FDOT	1	EA.	$ 2,025.00	$ 2,025.00
GC-12	Density Tests	5	EST.	$ 18.00	$ 90.00
GC-13	Proctor Tests	2	EST.	$ 75.00	$ 150.00
WTR-16	16-Inch DIP Water Main Pipe (R-O-W)	40	LF	$ 220.00	$ 8,800.00
WTR-23	DI Fittings for WM	.07	TN	$ 8,500.00	$ 595.00
R-18	Mill FDOT Asphalt	111	SY	$ 65.00	$ 7,215.00
R-19	Asphalt Overlay FDOT	111	SY	$ 65.00	$ 7,215.00
R-20	FDOT Asphalt SP 12.5 1 5/8-Inch	111	SY	$ 67.00	$ 7,437.00
R-27	Limerock – Primed	111	SY	$ 36.00	$ 3,996.00

TOTAL COST ESTIMATE ********** **$ 38,523.00**

NOTES: **1.) PERMITS and/or FEES NOT INCLUDED.**

UTL24-060 - Re Bid Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems - Overview of Specifications and Schedule of Prices

* Offers from the vendors listed herein are the only offers received timely as of the Bid due date and Bid due time. All others submitted in response to this solicitation, if any are hereby rejected as late.

Bid Due Date: August 29, 2024
Bid Due Time: 2:30 P.M.

BID COMPLIANT CHECK	**Hinterland Group, Inc.** **2051 W Blue Heron Blvd** **Riviera Beach, FL 33404** **Contact: Daniel Duke** **Email: info@hinterlandgroup.com** **Phone: 561-640-3503** **Fax: 561-640-3504**	**Foster Marine Contractors** **3180 Fairlane Farms Rd, Ste 1** **Wellington, FL 33414** **Contact: Jodi Feliu** **Email: jodi@foster-marine.net** **Phone: 561-683-0034** **Fax: 5612-683-0335**	**Johnson-Davis, Inc.** **604 Hillbrath Dr.** **Lantana, Florida 33462** **Contact: Clark Cryer** **Email: ccryer@johnsondavis.com** **Phone: 561-718-4531** **Phone: 561-588-1170**	**Madsen Barr Corporation** **12113 Indian Mound Road** **Wellington, FL 33449** **Contact: John Barr** **Email: johnbarr@madsenbarr.com** **Phone: 954-401-6758** **Fax: 954-401-6758**
Schedule/Specifications				
BID PROPOSAL -Scenario #1	$35,550.00	$27,151.25	$24,770.00	$17,686.25
BID PROPOSAL -Scenario #2	$38,030.00	$18,313.56	$20,654.00	$11,845.75
BID PROPOSAL -Scenario #3	$32,400.00	$24,073.25	$23,050.00	$21,883.75
BID PROPOSAL -Scenario #4	$53,065.00	$53,636.60	$34,566.00	$38,283.00
Bid Form	Included	Included	Included	Included
Bid Bond 5%	Included	Included	Included	Included
Bidders Qualification Statement	Included	Included	Included	Included
Anti-Kickback Affidavit	Included	Included	Included	Included
Non-Collusion Affidavit	Included	Included	Included	Included
Certification Pursuant to F.S. 287.135	Included	Included	Included	Included
Affidavit of Compliance with Foreign Entity Laws	Included	Included	Included	Included
Affidavit of Compliance with Anti-Human Trafficking Laws	Included	Included	Included	Included
Warranties	Included	Included	Included	Included
Trench Safety Act Affidavit	Included	Included	Included	Included
E-Verify Form Pursuant to F.S. 448.095	Included	Included	Included	Included
W-9	Included	Included	Included	Included
Certificates, Licenses (General Contractor, Underground Utility License), Business Permits	Florida Division of Corporations Hinterland Group Inc - Active, Florida dbpr Certified General Contractor Daniel Amos Duke III (Hinterland Group Inc) Lic# CGC1520354 Exp. 08/31/26, Certified Underground Utility and Excavation Contractor Daniel Amos Duke III (Hinterland Group Inc) Lic# CUC1224634 Exp. 08/31/26, Certified Building Contractor Daniel Amos Duke III (Hinterland Group Inc) Lic# CBC12255077 Exp. 08/31/26, Certified Electrical Contractor Charles J Breig (Hinterland Group Inc) Lic# EC13003615 Exp. 08/31/26, Florida Dept. of Transportation (FDOT) Certificate of Qualification for Hinterland Group Inc. - Drainage, Electrical Work, Water & Wastewater, Manhole Rehabilitation, Lift Stations, Pipe Lining & Pipe Desilting Exp. 06/30/25. Subcontractors: Florida dbpr Certified Electrical Contractor Thomas LaEssig (Powerline of South Florida Inc.) Lic# EC13003753 Exp. 08/31/26, Certified General Contractor Richard A. Petrillo (Rapid Milling & Paving LLC) Lic# CGC1508179 Exp. 08/31/26, Florida dbpr Certified General Contractor Jodi Marie Feliu (Florida Flow Control Inc) Lic# CGC1522189 Exp. 08/31/26.	Florida Division of Corporations Foster Marine Contractors, Inc. - Active, Florida dbpr Certified General Contractor Jodi Marie Feliu Lic# CGC1534961 Exp. 08/31/26, FDOT Approved Temporary Traffic Control (TTC) Advanced Refresher Course for Michael Czajkowski Cert# 64690 Exp. 07/30/24 (EXPIRED), OSHA 30 Hour Outreach Training Program - Construction (360Training.com) for Jodi Feilu Completion Dt 01/10/18, GHS and OSHA Hazardous Communication (360Training.com) for Jodi Feilu Cert# 000013154931 Completion Dt 01/16/18, Florida Department of Environmental Protection - Stormwater Erosion and Sedimentation Control Inspector Training Program for JC Solomon Inspector #48507 Class Dt 09/27/21, PBC Local Business Tax Receipt Foster Marine Contractors Inc. LBTR# 2024163616 Exp. 09/30/24, PBC Local Business Tax Receipt Foster Marine Contractors Inc. LBTR# 201472546 Exp. 09/30/24. SUBS: Rapid Milling & Paving LLC Florida dbpr Certified General Contractor CGC1508179 Exp. 08/31/26, Florida Flow Control, Inc. Florida dbpr Certified General Contractor CGC1522189 Exp. 08/31/26.	Florida Division of Corporations Johnson-Davis Incorporated - Active, Florida dbpr Certified Underground Utility and Excavation Contractor William Clark Clifford Cryer Lic# CUC1225299 Exp. 08/31/26, Certified Plumbing Contractor William Clark Clifford Cryer Lic# CFC1430348 Exp. 08/31/26, Certfied Underground Utility and Excavation Contractor Lic# CUC043087 Exp. 08/31/26, PBC Local Business Tax Receipt LBTR# 2020125387 Exp. 09/30/24, LBTR# 2020125388 Exp. 09/30/24, LBTR# 199306319 Exp. 09/30/24, LBTR# 199306318 Exp. 09/30/24, LBTR# 2020125389 Exp. 09/30/24, LBTR# 2020125390 Exp. 09/30/24, Town of Hypoluxo LBTR# 9300617 Exp. 09/30/24, Broward County LBTR Rec# 189-5373 Exp. 09/30/24, Village of Royal Palm Beach LBTR # 24-00021867 Exp. 09/30/24, Martin County LBTR # 19875200075 Exp. 09/30/24, St. Lucie County LBTR # 1008302 Exp. 09/30/24, Town of Hypoluxo LBTR Lic# PBCW20125388 Exp. 09/30/24, Town of Manalapan LBTR # 197 Exp. 09/30/24.	Florida Division of Corporations Madsen-Barr Corporation - Active, Florida dbpr John Jeffrey Barr Lic# CUC057343 Exp. 08/31/26, PBC LBTR # 200318289 Exp. 09/30/24, Broward County Office of Economic and Small Business Development Madsen/Barr Corporation, Palm Beach County Office of Equal Business Opportunity Madsen-Barr Corporation Ven# MADS0007 Exp. 10/19/24 - Services Certified for Construction, Utility/Underground Projecs; Excavation Services; Maintenance and Repair, Utility/Underground Project. Subcontractor - Florida dbpr Scott James Johnson (Johnson-Davis Inc) Lic# CUC043087 Exp. 08/31/26.
Addenda Acknowledge Form 1, 2 & 3	Acknowledged	Acknowledged	Acknowledged	Acknowledged
Confirmation of Minority Owned Business	No	No	No	No
Local Business Status Certification	No	No	No	No
Letter of Interest	Yes	Yes	Yes	Yes
References	Included	Included	Included	Included
Conflict of Interest	No	No	No	No
Subcontractors	No - To Be Determined	Yes - (4) Subcontractors	Yes - (2) Subcontractors	Yes - (3) Subcontractors
Subtotal Contract Amount:	**$159,045.00**	**$123,174.66**	**$103,040.00**	**$89,698.75**
	DEEMED RESPONSIVE & RESPONSIBLE	**DEEMED NON-RESPONSIVE**	**DEEMED NON-RESPONSIVE**	**DEEMED RESPONSIVE & RESPONSIBLE**

Electronic Opened by: Bids & Tenders on August 29, 2024
Compliance Tabulation by: Theresa Gonzalez, Sr. Buyer-Utilities on September 4, 2024

7.D
Consent Bids and Purchases over $100,000
10/ 1/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 10/ 1/2024

Proposed Resolution No. R24-235- Award Bid #UTL24-060 for "Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems" to Madsen/Barr Corp. as the primary vendor and Hinterland Group, Inc. as the secondary vendor. The expected expenditure amount for the term of this agreement is $3,000,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-235.

Explanation of Request: Bid Term: October 2, 2024 through October 1, 2026

On August 29, 2024, Procurement Services opened and tabulated four (4) bids for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems. All bids were reviewed by the Procurement Department and the Field Operations Division Director. It was determined to recommend this award on a primary and secondary basis. Madsen/Barr Corp. as the Primary and Hinterland Group, Inc. as the Secondary.

The City seeks a maximum of two qualified contractors to furnish, install, and provide labor and materials to complete repairs to the City's Utility Systems. The work will be performed on an "as needed" basis. Repairs generally consist of, but are not limited to, furnishing and installing various sizes of C-900 PVC pipe for gravity sewer main; ductile iron pipe for force main and water distribution lines; various types of pipe for stormwater conveyance; and concrete structures for the wastewater and stormwater systems.

The bid will allow for three (3) additional one (1) year renewals subject to vendor acceptance, satisfactory performance, and determination that the renewal is in the best interest of the City.

How will this affect city programs or services? The purpose of this bid is to seek a maximum of two qualified contractors to provide repairs and services to various underground and other Utility Systems.

Fiscal Impact: Budgeted. Funds are budgeted and available.

Attachments:
R24-235 Agenda_Item_2164-2023_Resolution_for_Award_ITB__UTL24-060.docx
Exhibit A to Resolution - UTL24-060 Executed by Vendor - Madsen Barr Corporation.pdf
Exhibit B to Resolution - UTL24-060 Executed by Vendor - Hinterland Group Inc.pdf
Exhibit A to Agmts - Cost Analysis UTL24-060 - Final.pdf

ReBid Repairs and Emergency Repair Svs- REVISED 8.28.24.pdf
UTL24-060 Addenda.pdf
BidAnalysis Compliance UTL24-060.pdf
UTL24-060 - MadsenBarrCorporate.pdf
UTL24-060 HinterlandGroupInc.pdf
UTL24-060 COI - Madsen Barr Corp.pdf
UTL24-060 COI - Hinterland Group Inc.pdf

RESOLUTION NO. R24-235

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING INVITATION TO BID NO. UTL24-060 FOR REPAIRS AND EMERGENCY SERVICES FOR WATER DISTRIBUTION, WASTEWATER COLLECTION, AND STORMWATER UTILITY SYSTEMS TO MADSEN/BARR CORPORATION AS THE PRIMARY VENDOR AND HINTERLAND GROUP INC. AS THE SECONDARY VENDOR; APPROVING AN AGREEMENT WITH MADSEN/BARR CORPORATION; APPROVING AN AGREEMENT WITH HINTERLAND GROUP INC.; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 29, 2024, the Procurement Division opened and tabulated four (4) bids for Repairs and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems. All bids were reviewed by the Procurement Division and the Field Operations Division Director. It was determined to recommend this award on a primary and secondary basis. Madsen/Barr Corp. as the primary vendor and Hinterland Group, Inc. as the secondary vendor; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to award an Invitation to Bid No. UTL24-060 for Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems to Madsen/Barr Corporation as the primary vendor and Hinterland Group, Inc. as the secondary vendor, approve an agreement with Madsen/Barr Corporation, and approve an Agreement with Hinterland Group, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, hereby awards Invitation to Bid No. UTL24-060 for Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems to Madsen/Barr Corporation as the primary vendor.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby awards Invitation to Bid No. UTL24-060 for Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems to Hinterland Group Inc. as the secondary vendor.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between Madsen/Barr Corporation and the City for Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems (the "Agreement") in form and substance similar to that attached as **"Exhibit A."**

SECTION 5. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between Hinterland Group Inc. and the City for Repairs and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems (the "Agreement") in form and substance similar to that attached as **"Exhibit B."**

SECTION 6. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreements. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms/material terms.

SECTION 7. One fully executed of each Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Agreements shall be provided to Tremaine Johnson to forward to the Vendors.

SECTION 8. This Resolution shall take effect in accordance with law.

[signatures on the following page]

PASSED AND ADOPTED this 1st day of October 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor
10/1/2024

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND MADSEN BARR CORPORATION

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and Madsen Barr Corporation, a corporation authorized to do business in the State of Florida, with a business address of 12113 Indian Mound Road, Wellington, FL 33449, hereinafter referred to as the "VENDOR," each a "Party" and collectively the "Parties." In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The VENDOR is retained by the CITY to provide the services, work, and all labor, parts, and materials related as described in **Re-Bid No. UTL24-060 Repair and Emergency Services for Water Distribution, Wastewater Collection, and Stormwater Utility Systems**.

2. **SCOPE OF SERVICES**. VENDOR agrees to perform the services required for the **Repair and Emergency Services for Water Distribution, Wastewater Collection and Stormwater Utility Systems** on an as-needed basis by way of individual Purchase Orders or Task Orders. The specific scope of work for each project will be described in a Task Order. Each Task Order shall identify the location, scope or work, compensation, any applicable general or special conditions, and the project schedule, and shall be signed by the CITY and VENDOR. Time shall be of the essence for each Task Order. The terms and conditions of Bid No. UTL24-033 and VENDOR's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. UTL24-033, and VENDOR's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. UTL24-033; and 3. VENDOR's bid.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR to proceed with the applicable Task Order or Purchase Order. VENDOR shall perform all services and provide all work product required pursuant to this Agreement.

4. **TERM**. The initial Agreement period shall be for an initial term of **two (2) years**, commencing on October 2, 2024, and shall remain in effect through October 1, 2026, unless otherwise terminated in accordance with this Agreement ("Initial Term"). Upon the expiration of the Initial Term or any renewal term, this Agreement shall automatically renew for up to **three (3) additional one-year terms** (each a "Renewal Term") unless at least sixty (60) days prior to the renewal date, either party gives the other party written notice of the intent to not renew for the additional term. Both the Initial Term and all Renewal Term(s) shall be collectively referred to as the "Term."

   The City reserves the right to extend automatically for a period not to exceed an additional one hundred eighty (180) calendar days by filing a written notice signed by the vendor to the City's Purchasing Department in order to provide the City with continuing service. At no time shall this extended transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing Contract/Agreement. The Vendor will be reimbursed for the services at the rate in effect when this transitional period clause was invoked.

   Any requested price increase will be subject to the City's approval at one (1) year renewals. No price changes shall be authorized during the Initial Term. Any requested price adjustment shall be fully documented and submitted to the City for consideration at least 60 calendar days prior to the respective term anniversary date. Price adjustment/increase for any one-year term will be subject to City's Commission approval. The price increase percentage change shall not exceed the previous 1-year's percentage change of the Consumer Price Index for All Urban Consumers (CPI-U) published by the U.S. Department of Labor's Bureau of Labor Statistics, or a maximum of five percent (5%). Any

approved price adjustments shall become effective on the beginning date of the approved bid extension.

5. **PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the Schedule of Prices attached to this Agreement as Exhibit A, in accordance with the following:

   A. Payment for the work provided by VENDOR shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to VENDOR shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee as approved by the City Commission as required.

   B. The VENDOR may submit invoices to the CITY once per month during the progress of the work for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

   C. Final payment of any balance due the VENDOR of the total contract price earned will be made promptly upon CITY's ascertainment, verification, and acceptance that the Work is completed in accordance with this Agreement. VENDOR acknowledges that if a construction bond is required, final payment under a Task Order shall not be made until consent of surety us received by CITY.

   D. Payment as provided in this section by the CITY shall be full compensation for Work performed, including services rendered and all materials, supplies, equipment and incidentals necessary to complete the Work.

   E. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

   F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. The VENDOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with VENDOR's endeavors.

7. **COMPLIANCE WITH LAWS**. VENDOR shall, in performing the Work contemplated by this Agreement, faithfully observe and comply with all federal, State of Florida and City of Boynton Beach, ordinances and regulations that are applicable to the Work rendered under this Agreement.

8. **INDEMNIFICATION**.

   A. The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors. The VENDOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. VENDOR's aggregate liability pursuant to this indemnification provision shall not exceed one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

9. **INSURANCE**.

A. During the performance of the Work under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management. All polices shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any Work pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 12, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

iv. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

v. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the Risk Management Insurance Advisory Form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the Term of the Agreement.

10. **INDEPENDENT CONTRACTOR**. The VENDOR and the CITY agree that the VENDOR is an independent contractor with respect to the Work provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

11. **COVENANT AGAINST CONTINGENT FEES**. The VENDOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that VENDOR has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED**. The VENDOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, disability, marital status, political affiliation, pregnancy, gender identity and expression, sex or the presence of any physical or sensory handicap in the selection and retention of employees, procurement of materials or supplies, or in the performance of any Work pursuant to this Agreement.

13. **ASSIGNMENT**. The VENDOR shall not sublet or assign any of the Work covered by this Agreement without the express written consent of the CITY.

14. **NON-WAIVER**. Waiver by the CITY of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **TERMINATION**.

A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) business days of written notice by the CITY to the VENDOR in which event the VENDOR shall be paid its compensation for services performed through the termination date, including services reasonably related to termination. In the event that the VENDOR abandons this Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

B. **Termination for Cause**. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by CITY for reasons including, but not limited to, VENDOR's failure to suitably or continuously perform the services in a manner calculated to meet or accomplish the

objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

C. In the event of the death of a member, partner, or officer of the VENDOR, or any of its supervisory personnel assigned to the project, the surviving members of the VENDOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the CITY. This section shall not be a bar to renegotiations of this Agreement between surviving members of the VENDOR and the CITY, if the CITY so chooses.

D. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

E. In addition to any termination rights stated in this Agreement, CITY shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by CITY due to VENDOR's failure to comply with any term(s) of this Agreement.

16. **DISPUTES**. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. **NOTICE**. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave.,
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN: John Barr
Address: 12113 Indian Mound Rd
Wellington, FL 33449
Phone: (954) 401-6758
Email: johnbarr@madsenbarr.com

18. **PUBLIC RECORDS**. The Vendor shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:

A. Keep and maintain public records required by the CITY to perform the Work;

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, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

D. Upon completion of the contract, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

19. **UNCONTROLLABLE FORCES**.

A. Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

B. Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

20. **SCRUTINIZED COMPANIES**. By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. **E-VERIFY**. VENDOR is used interchangeably with CONTRACTOR throughout this Section. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
A. Definitions for this Section:

i. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for

salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

ii. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

iii. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

23. **MISCELLANEOUS**.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and VENDOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the VENDOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement.

Payment of the invoice and acceptance of such payment by VENDOR shall release CITY from all claims of liability by VENDOR in connection with this Agreement.

E. At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

F. It shall be the VENDOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation and the VENDOR's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

I. Non-Exclusive; No Guaranty. This Agreement is non-exclusive and the CITY reserves the right to award other contracts for work falling within the scope of this Agreement. No Purchase Order(s), Task Order(s), or minimum amount of work or compensation is guaranteed under this Agreement.

24. **DEFAULT OF CONTRACT & REMEDIES**.

A. Correction of Work. If, in the judgment of CITY, Work provided by VENDOR does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the Work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

B. **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by VENDOR :

I. The abandonment of the project by VENDOR for a period of more than seven (7) business days.

II. The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

III. The failure by VENDOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by VENDOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to VENDOR; provided, however, that if the nature of VENDOR 's default is such that more than seven (7) days are reasonably required for its cure, then VENDOR shall not be deemed to be in default if VENDOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

IV. The assignment and/or transfer of this Agreement or execution or attachment

thereon by VENDOR or any other party in a manner not expressly permitted hereunder.

V. The making by VENDOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against VENDOR of a petition to have VENDOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against VENDOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of VENDOR's assets, or for VENDOR 's interest in this Agreement, where possession is not restored to VENDOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of VENDOR 's assets, or for VENDOR 's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) business days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) business days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the Work of VENDOR and proceed to perform Work under the Agreement, at its own cost and expense.

i. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the VENDOR had the VENDOR continued to perform the services under the Agreement.

ii. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR and/or the Surety together with the costs incident thereto to such default.

iii. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

iv. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within fourteen (14) calendar days of the receipt by VENDOR of such notice from CITY.

25. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

26. **TRUTH-IN-NEGOTIATION CERTIFICATE**.

A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no

higher than those charged to the VENDOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

27. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to Vendor and any subcontractor having access to personal identifying information pursuant to this Agreement, Vendor and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

28. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, VENDOR shall provide CITY with an affidavit attesting that the VENDOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH

Ty Penserga, Mayor

Date: 10/1/2024

MADSEN BARR CORPORATION

(Signature), Madsen Barr Corporation

JOHN BARR

Print Name of Authorized Official

PRESIDENT

Title

Date: 9/9/24

(Corporate Seal)

Attest/Authenticated:

Witness

NINA BARR, V.P.

Print Name

Approved as to Form:

Shawna G. Lamb,
Office of the City Attorney

Maylee De Jesus, City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - $1,000,000.00	
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 04/2021

EXHIBIT
tabbies'
A

UTL24-060 - Re Bid Repairs and Emergency Services for Water Distribu ormwater Utility Systems - Overview of Specifications and Schedule of Prices

Madsen Barr Corporation					
Submission 1					
Scenario # 1					
Item	Description	Quantity		Unit Price	Total
GC-1	Emergency Mobilization Rear Easement	1	$	1,000.00	$ 1,000.00
GC-8	MOT Residential Street	0.5	$	315.00	$ 157.50
GC-12	Density Tests	3	$	18.00	$ 54.00
GC-13	Proctor Tests	1	$	75.00	$ 75.00
SWR-12	8-inch PVC C-900 Sewer, Rear Easement 16-20' Cut	10	$	700.00	$ 7,000.00
SWR-101	Reconstruct 6-inch Sewer Lateral Single	0.5	$	6,000.00	$ 3,000.00
R-14	Floratam Sod	2600	$	0.85	$ 2,210.00
R-16	Water and Irrigate Sod	2.5	$	62.50	$ 156.25
BP-1	Bypass 8-inch Set Up	1	$	525.00	$ 525.00
BP-5	Bypass 4-inch Pump	1	$	1,575.00	$ 1,575.00
WP-2	Well Point System	0.75	$	2,750.00	$ 2,062.50
				Subtotal:	$ 17,815.25
				Excluding estimated 'actual cost reimbursement by City' items	$ 17,686.25

Madsen Barr Corporation					
Submission 1					
Scenario # 2					
Item	Description	Quantity		Unit Price	Total
GC-2	Emergency Mobilization ROW	1	$	1,000.00	$ 1,000.00
GC-10	MOT FDOT	1	$	2,025.00	$ 2,025.00
GC-12	Density Tests	5	$	18.00	$ 90.00
GC-13	Proctor Tests	2	$	75.00	$ 150.00
SWR-90	16-inch DIP Epoxy FM	6	$	225.00	$ 1,350.00
SWR-103	DI Fittings for Wastewater	0.08	$	9,000.00	$ 720.00
SWR-110	16-inch Megalugs	4	$	250.00	$ 1,000.00
R-12	Bahia Sod Replacement	1500	$	0.75	$ 1,125.00
R-16	Water and Irrigate Sod	1.5	$	62.50	$ 93.75
R-20	FDOT Asphalt SP-12.5 1 5/8 Inch	44	$	67.00	$ 2,948.00
R-27	Limerock - Primed	44	$	36.00	$ 1,584.00
				Subtotal:	$ 12,085.75
				Excluding estimated 'actual cost reimbursement by City' items	$ 11,845.75

Madsen Barr Corporation					
Submission 1					
Scenario # 3					
Item	Description	Quantity		Unit Price	Total
GC-4	Mobilization ROW	1	$	1,000.00	$ 1,000.00
GC-8	MOT Residential Street	1	$	315.00	$ 315.00
GC-12	Density Tests	4	$	18.00	$ 72.00
GC-13	Proctor Tests	1	$	75.00	$ 75.00
STM-47	48-inch CAP 10/12' Cut	20	$	800.00	$ 16,000.00
R-12	Bahia Sod Replacement	3000	$	0.75	$ 2,250.00
R-16	Water and Irrigate Sod	1.5	$	62.50	$ 93.75
WP-1	Well Point System	0.5	$	4,450.00	$ 2,225.00
				Subtotal:	$ 22,030.75
				Excluding estimated 'actual cost reimbursement by City' items	$ 21,883.75

Madsen Barr Corporation					
Submission 1					
Scenario # 4					
Item	Description	Quantity		Unit Price	Total
GC-2	Emergency Mobilization ROW	1	$	1,000.00	$ 1,000.00
GC-10	MOT FDOT	1	$	2,025.00	$ 2,025.00
GC-12	Density Tests	5	$	18.00	$ 90.00
GC-13	Proctor Tests	2	$	75.00	$ 150.00
WTR-16	16-inch DIP Water Main ROW	40	$	220.00	$ 8,800.00
WTR-23	DI Fittings for WM	0.07	$	8,500.00	$ 595.00
R-18	Mill FDOT Asphalt	111	$	65.00	$ 7,215.00
R-19	Asphalt Overlay	111	$	65.00	$ 7,215.00
R-20	Asphalt Patch SP 12.5 1 5/8-inch	111	$	67.00	$ 7,437.00
R-27	Limerock-Primed	111	$	36.00	$ 3,996.00
				Subtotal:	$ 38,523.00
				Excluding estimated 'actual cost reimbursement by City' items	$ 38,283.00

EIGHTH ORDER OF BUSINESS

8A

AMENDMENT 3

WORK AUTHORIZATION 229

CSID WA No. 229

Globaltech No. 151419

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis" between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the Improvements to Wastewater Treatment Plant (WWTP) Package Plant E, hereinafter referred to as the “Specific Project”.

Section 1 – Terms

NO CHANGE

Section 2 – Scope of Work

This Amendment No. 3 reflects the return of unspent allowance funds to the Owner. The unused portion of the allowance has been reconciled and credited back to the Contract, resulting in a decrease in the overall Contract Value.

Adjust contract value to reflect the return of unspent allowance for **$20,000.00**. No changes to the scope of work, project schedule, or other contract terms are included in this Change Order.

Section 3 – Location

NO CHANGE

Section 4 – Deliverables

NO CHANGE

Section 5 – Time of Performance

NO CHANGE

Section 6 – Method and Amount of Compensation

Amendment 3 will return $20,000.00 for unspent allowance, decreasing the contract value to $415,649.00.

Original Contract Amount	**$329,434.00**
Amendment 1 (WA#)	$0.00
Amendment 2 (Scope)	$106,215.00
Amendment 3 (Allowance)	**-$20,000.00**
New Contract Amount	**$415,649.00**

Section 7 – Application for Progress Payment

NO CHANGE

Section 8 – Responsibilities

NO CHANGE

Section 9 – Insurance

NO CHANGE

Section 10 – Level of Service

NO CHANGE

Section 11 – Indemnification

NO CHANGE

IN WITNESS WHEREOF, this Work Authorization, consisting of twelve (12) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly named and in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

_____
Signature of Witness

_____
Signature of President

_____
Printed name of Witness

Mark Ritter
Printed Name of President

_____
Date

Approved as to form and legality

_____
District Counsel

FIRM

State of Florida
County of Palm Beach

Globaltech, Inc.

The foregoing instrument was acknowledged before me on this

_____
Signature

17th day of November, 2025 by

Richard D. Olson, P.E.
who is personally known to me OR produced _____
as identification.

Richard D. Olson, Vice President of Engineering
Name and Title (typed or printed)

_____
Signature of Notary

November 17, 2025
Date

8B

WORK AUTHORIZATION 236 - CHANGE ORDER 1

No. GT-151502

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis " between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization, executed this _____ day of _____ 2025, authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to Production Well 6 Re-Development, hereinafter referred to as the “Specific Project”.

Section 1 – Terms

No Changes

Section 2 – Scope of Work

FIRM performed services identified in the original scope of work for W236. Unfortunately, the yield for the well did not increase to the desired level. In an attempt to increase the specific capacity of Production Well 6, an additional round of acidization is recommended to further break down chemical cementation within the gravel pack. To conduct this activity, the following steps shall be performed:

- Revise subcontract with drilling subcontractor.
- Coordinate field activities.
- Procure 1,100 gallons of 32% hydrochloric acid.
- Re-mobilized to well site
- Blend acid and water and inject into well casing to produce acid concentration within the well of 10 – 15%.
- Lock in well for 24 – 48 hours
- Pump out low pH water, neutralize and discharge.
- Set up submersible pump and conduct specific capacity test.
- Evaluate test results and review with OWNER.
- If results are within OWNER's acceptable level – reassemble well head.
- If results are below acceptable levels – request additional funding for additional development.

Assumptions

No Changes

Section 3 – Location

No Changes

Section 4 – Deliverables

No Changes

Section 5 - Time of Performance

Work was pre-authorized by OWNER. FIRM accepted this approval and began work on November 4, 2025.

Section 6 - Method and Amount of Compensation

1. Additional work shall be funded through use of the previous construction allowance and a fee increase of **$3,711.**
2. New Total job price: **$89,508**.
3. An email summarizing the budget request and authorization is included as **Attachment A.**

Section 7 – Application for Progress Payment

No Changes

Section 8 – Responsibilities

No Changes

Section 9 – Insurance

No Changes

Section 10 – Level of Service

No Changes

Section 11 – Indemnification

No Changes

IN WITNESS WHEREOF, this Work Authorization, consisting of 4 pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and, in its behalf, effective as of the date herein above written.

(SEAL)

ATTEST:

_____
Printed name of Witness

_____
Printed name of Witness

CORAL SPRINGS IMPROVEMENT DISTRICT

_____
President

Mark Ritter
Printed name

_____
Date

Approved as to form and legality

_____
District Counsel

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me on this

18 day of November, 2025 by

_____
who is personally known to me OR produced _____
as identification.

_____
Signature of Notary

ENGINEER

Globaltech Inc.
Company

_____
Signature

Richard D. Olson, P.E., Vice President
Name and title (typed or printed)

November 18, 2025
Date

Attachment A

Budget Summary

From: Joe Stephens
To: Rick Olson; Christian McShea
Cc: Branden Treacy; Rodger Dunbar; John Eccleston; David McIntosh
Subject: RE: Production Well 6
Date: Friday, October 24, 2025 12:18:40 PM
Attachments: attachment-5.png
attachment-6.png
attachment-7.png
Est_171040_from_Centerline_Drilling_Inc._51876.pdf

Hi Rick,
Christian is out today but you can go ahead and move forward with this plan and the change order for $3,711.

Really hope this helps get us to where we want to be.

Regards,

CSID Coral Springs Improvement District
Excellence to the Last Drop

Joe Stephens
Utilities Director
954-753-0380 x 667 Main
954-796-6667 Direct
Email: joes@csidfl.org
10300 NW 11th Manor, Coral Springs, FL 33071

The Coral Springs Improvement District is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records.

From: Rick Olson <rolson@globaltechdb.com>
Sent: Friday, October 24, 2025 11:01 AM
To: Christian McShea <christianm@csidfl.org>
Cc: Branden Treacy <BTreacy@globaltechdb.com>; Joe Stephens <joes@csidfl.org>; Rodger Dunbar <rodgerd@csidfl.org>; John Eccleston <johne@csidfl.org>
Subject: RE: Production Well 6

Christian....

Sorry for the delay....

At the recommendation of Jim Anderson, we are proposing to re-acidize the well to improve its productivity. The attached quote represents just the fee from Centerline to conduct the acidization. In addition, we would be looking at the following charges:

Acidization - $13,222
Additional pump test set up and operation – 8 hrs @ $275/ hr - $2,200

Markup - $1,542
Engineer's Time – 16 hrs @ $98.88 / hr - $1,582.08
Admin Time – 2 hrs @ $82.50 / hr - $165

Total - $18,711

Our remaining allowance is $15,000. I can prepare a change order (for the difference) and have it ready for November. In addition, we are willing to accept a handshake deal so that we can move forward and get this well back into service before the change order is approved.

Please let me know how you would like to proceed.

Rick Olson, P.E.
Vice President of Engineering

O: (561) 997-6433 | C: (954) 647-9530
www.globaltechdb.com
901 Yamato Road, Suite 220 Boca Raton, FL 33431

The contents of this email message and any attachments are confidential and are intended solely for the addressee. The information may also be legally privileged. Any use, reproduction, or dissemination of this transmission is strictly prohibited if you have received this transmission in error. If you are not the intended recipient, please immediately notify the sender by reply email or phone and delete this message and its attachments.

Attachment B

Subcontractor Proposal

Centerline Drilling, Inc.

1696 Old Okeechobee Rd., #3C
West Palm Beach, Florida 33409
Water Well Contractor License #11132

Estimate

Date	Estimate #
10/7/2025	17-1040

Name / Address
Globaltech, Inc. 901 Yamato Road Suite 220 Boca Raton, Florida 33431

	Project
	CSID Well 6

Description	Qty	Rate	Total
Surficial Aquifer Well Acidization Setup (based on water at wellsite)	1	5,500.00	5,500.00
Well Acidization with 32% HCl (per gallon)	1,100	7.02	7,722.00

Thank you for the opportunity to bid this job.

Phone #	E-mail
(561) 615-0988	CTRLINEDRILLING@AOL.COM

Total **$13,222.00**

Centerline Drilling, Inc. is not responsible for any damage to landscaping, sidewalks, driveways, or underground utilities. Also, there are no guarantees on the quality and or quantity of water and shall not release Owner/Customer from payment other than in accord with this Estimate. Centerline Drilling is not responsible for any electrical, water testing, Water Use Permit, excessive insurance, bond, prevailing wages, or anything not listed above. Manufactures warranty shall apply on all material & equipment, and 90 days on labor. Estimate is Valid for 10 Days.

Signature and Acceptance _____

8C

WORK AUTHORIZATION

CSID WA No. 246

Globaltech No. 151450

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis " between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the Digester 1 Blower Replacement, hereinafter referred to as the “Specific Project”.

Section 1 – Terms

FIRM shall be defined as an individual, corporation or contractor having a direct contract with the OWNER or with any other subcontractor in the performance of a part of the work contracted for under the terms of this Work Authorization with the OWNER.

Section 2 – Scope of Work

The existing blowers at the Coral Springs Improvement District WWTP Digester 1 are obsolete and spare parts can no longer be obtained through the blower vendor. In addition, the current blowers do not have sufficient adjustability and often must be turned off to avoid over-aerating the biosolids which is an inefficient strategy when compared to automatic speed adjustment. Routinely turning off the blowers has exacerbated the issue with diffuser clogging. It is OWNER’s desire to have FIRM replace the three (3) existing blowers with new variable

speed blowers sized to minimize having to turn them off to avoid under or over aerating.

The requested work will be completed by implementing the following two tasks:

Task 1 – Engineering Services

This task includes project management and engineering services required to complete the project. A related project "CSID Digester 1 Blower Replacement Preliminary Engineering" was completed by Globaltech that provided a technical memorandum (TM) and evaluation of the existing Digester No. 1 operation and blower system. The recommendations included in the TM was used to size the blowers included in this Work Authorization.

Engineering and Project Management

1. Attend preliminary scoping meetings with the OWNER to assist in preliminary design parameters and overall scope.
2. Prepare detailed construction schedule to include as a minimum; design, site mobilization, detailed construction activities, scheduled shutdowns and durations, equipment/material delivery times, testing, and startup and commissioning.
3. Prepare and submit a preliminary set of design drawings and specifications. Meet with the OWNER to discuss their comments.
4. Incorporate the OWNER's comments into a 60% design set of drawings and specifications. Submit the 60% design to the OWNER for review.
5. Incorporate the OWNER's comments into a Final Design set of drawings and specifications.
6. Coordinate material and equipment purchase and suppliers.
7. Review, administer, and track equipment submittals.
8. Schedule and conduct meetings, inspections, and testing with OWNER's staff.

9. Attend progress meetings and coordination meetings.
10. Oversee construction activities.
11. Conduct Substantial Completion inspection. Develop punch-list items in association with OWNER.
12. Prepare and submit Record Drawings.
13. Compile a project Operations and Maintenance (O&M) manual for the OWNER.
14. Conduct startup with the blower package technician present.
15. Conduct Final Completion inspection meeting and site walk through with OWNER.

Task 2 – Construction Services

The work, in general consists of the following:

1. Construct three (3) new concrete equipment pedestals for the new blowers' footprint on top of the existing concrete slab.
2. Installation of three (3) new blowers, each housed in its own weather insulated, high-wind-rated (186 mph) enclosure. The blowers will be manufactured by United Blower Pac or an OWNER approved equal. The blower footprint will be 56" x 90".
3. Replacement of the existing carbon steel discharge manifold piping, valves, and pipe supports up to the existing stainless-steel piping with new 316 stainless steel pipe, valves and supports.
4. Installation of new VFD panels, blower control panel, and complete all associated electrical connections. The existing disconnect supports will be reused. The existing starter enclosures are not large enough to accommodate the new VFD. The new VFDs will be provided with new enclosures. The new VFDs will be manufactured by Schneider Altivar or an OWNER approved equal.
5. Install a new Master Control Panel (MCP) with a NEMA 4X 304 stainless steel enclosure (72"H x 36"W x 12"D). It will use Allen-Bradley

CompactLogix PLCs and a 7” HMI with ethernet. This panel will be connected via fiber to the plant SCADA network.

6. Install a new air flow meter accessible from ground level on the common air piping. Integrate this air flow meter into the SCADA system. The new flowmeter shall be manufactured be Endress+Hauser or an OWNER approved equal.
7. Removal and disposal of the existing blower packages and piping.
8. Conduct start-up.
9. Clean up and demobilize.

Assumptions

Assumptions for the project are as follows:

- The OWNER will operate all existing valves.
- No DEP permits are required.
- No Building Department permits are required.
- Working hours will be Monday through Friday from approximately 8:00 AM until 5:00 PM.
- The new VFDs will be located inside an existing air-conditioned room and no new yard conduits will be required. Existing yard conduits will be reused with new wire.
- The scope does not include any structural modifications except for a new maintenance pad poured on top of the existing foundation pad.
- The scope does not include any underground mechanical or electrical installations.
- Total project fee includes a construction allowance of $50,000 for unforeseen conditions or additional work. If needed, access to the allowance will be authorized in writing by OWNER prior to obligating funds. Unspent allowance will be returned to OWNER through a project change order at the conclusion of the project.

Section 3 – Location

The services to be performed by the FIRM shall be at the CSID Wastewater Treatment Plant.

Section 4 – Deliverables

The FIRM will provide the following Deliverables to OWNER:

- Preliminary, 60% and Final Design Drawings.
- Submittals for materials/equipment.
- Construction Improvements.
- O&M manuals for the equipment of Improvements.
- Startup services for blower packages
- Record Drawings.

Section 5 – Time of Performance

Project will commence after execution of this Work Authorization and a Notice to Proceed is issued by OWNER. The FIRM and OWNER agree to the following schedule:

Task	Time Elapsed to Completion
Notice to Proceed (NTP)	0 Days
Procurement	60 Days after NTP
Construction of Improvements	235 Days after NTP
Close out	355 Days after NTP

Section 6 – Method and Amount of Compensation

1. The FIRM shall be paid by the OWNER in accordance with the Florida's Prompt Payment Act Florida Statute 218.70-79 and in accordance with the payment method as set forth in Section 6 of the AGREEMENT. The calculations shall begin using the date the invoice was received.
2. **Total job price: $1,323,741 (includes a construction allowance of $50,000)**

3. On the terms contained in the FIRM's said proposal for the doing of said work and the said award therefore, and the specifications herein specifically referred to and made a part of this contract.
4. The cost for the above scope of services is a lump sum (LS). The LS is based on the materials, methods, and assumptions presented in the scope of services and may be adjusted based on final detail design and alternative selections or omissions. The LS shall not be greater than the stated amount unless there is an approved increase in the scope of services.
5. An allowance of $50,000 is included in the total fee. The allowance will not be accessed without approval by OWNER. Unused allowance will be returned at the completion of the project.
6. A Budget Summary for the above LS is provided in Attachment A.

Section 7 – Application for Progress Payment

1. Unless otherwise prescribed by law, at the end of each month, the FIRM shall submit to the OWNER for review, an Application for Progress Payment filled out and signed by the FIRM covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the AGREEMENT.
2. The Application for Progress Payment shall identify the amount of the FIRM Total Earnings to Date based upon value of original contract Work performed to date as approved by fully executed Change Orders.
3. Payment shall be based upon percentage of work completed based upon the approved schedule of values. Retainage in the amount of 5% will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. At FIRM's request, after 50% completion of the work has been achieved, the OWNER will implement a reduction in retainage to 2.5% of all future pay requests. If retainage is reduced, FIRM may not withhold more than 2.5% retainage from subcontractors or suppliers and will be required to certify compliance with F.S. *218.70 et seq* on each subsequent pay application. Notwithstanding the foregoing, in no instance can the amount retained be

less than the value of OWNER's good faith claims plus the value of the work the OWNER determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when OWNER determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% completed before the OWNER has paid 50% of the Contract amount and 50% of the Contract time has expired. The amount of previous Pay Estimate payments shall then be subtracted to equal the Balance Due during the Pay Estimate period.

4. When the OWNER reduces the retainage to two and one-half percent (2.5%), FIRM must obtain the written consent of the Surety Companies furnishing the required Public Construction Bond on consent forms provided by the OWNER. The OWNER may reinstate the retainage up to five percent (5%) if the OWNER determines, at its discretion, that the FIRM is not making satisfactory progress toward final completion of the Work or where there is other specific cause for such withholding.
5. Partial payment may be made for the delivered cost of stored materials planned for incorporation into the Work, provided such materials meet the requirements of this Contract, the Contract Drawings, and the Specifications, and are delivered and suitably stored at the project site, or at another location acceptable to the OWNER. Such material must be stored in a secure manor acceptable to the OWNER, and in accordance with the manufacturer's recommendations.
6. The delivered cost of such stored or stockpiled materials may be included in any subsequent application for payment provided the FIRM meets the following conditions:
    a. An applicable purchase order or supplier's invoice is provided listing the materials in detail, the cost of each item, and identifies this specific contract by name.

b. The materials are fully insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
c. Stored materials approved for payment by the OWNER shall not be removed from the designated storage area except for incorporation into the Work.
d. Evidence that the FIRM has verified quantity and quality of the materials delivered (verified packing list).

7. It is further agreed between the parties that the transfer of title and the OWNER's payment for any stored or stockpiled materials pursuant to these General Conditions, and any applicable provisions of the Supplementary General Conditions, shall in no way relieve the FIRM of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, the Contract Drawings, the Technical Specifications, and any approved changes thereto.
8. The following monthly Application for Progress Payment shall be accompanied by Bills of Sale, copies of paid invoices, releases of lien, or other documentation warranting that the FIRM has received the stored materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the stored materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which shall be satisfactory to the OWNER.
9. The FIRM shall warrant and guarantee that title to all Work, materials, and equipment covered by an Application for Progress Payment, whether incorporated in the Work or not, will pass to the OWNER no later than the time of Final Payment free and clear of all liens or other encumbrances.
10. Progress Payments shall be made in accordance with the Local Government Prompt Payment Act. In the event any dispute with respect to

any payment or pay request cannot be resolved between the FIRM and OWNER's project staff, FIRM may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, *et seq,* demand in writing a meeting with and review by the OWNER'S (agency) director. In the absence of the agency director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by OWNER of FIRM's written demand. The OWNER's manager, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the OWNER's final decision for the purposes of the Local Government Prompt Payment Act.

11. The OWNER may refuse to make payment of the full amount because claims have been made against the OWNER on account of the FIRM's performance of the Work, or because Liens have been filed in connection with the Work, or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the FIRM written notice within twenty (20) business days after the date on which the invoice is stamped as received which specifies the invoice deficiency and any action necessary to make the invoice complete and proper.

Section 8 – Responsibilities

The FIRM shall, under no circumstance, look to the OWNER to provide any labor or equipment for the FIRM. The FIRM shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of the FIRM. Property of any kind that may be on the premises, which is on the site of the performance of this contract, during the performance of this Work Authorization, shall be at the sole risk of the FIRM.

8.1 The OWNER hereby designates Mike Hosein as the OWNER's representative.

8.2 In addition to applicable provisions of Section 2 of the AGREEMENT, the OWNER will:

- Pay for any required permit fees.

The FIRM acknowledges and understands that it is an independent contractor in its relationship with the OWNER. The FIRM hereby designates Connor King, PE as the FIRM's representative.

Section 9 – Insurance

The FIRM shall provide certificate of insurance to the OWNER, setting forth the type and amount of insurance carried by the FIRM and conforming to the minimum requirements set forth in the AGREEMENT.

Section 10 – Level of Service

The OWNER shall have the right to terminate said Agreement by giving the FIRM thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The OWNER will determine in its sole judgment what constitutes a satisfactory level of service.

Section 11 – Indemnification

The Firm shall indemnify and hold harmless the Owner and its officers and employees as set forth in Section 11 of the Agreement.

IN WITNESS WHEREOF, this Work Authorization, consisting of eleven (11) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly name and in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

_____
Signature of Witness

_____
Signature of President

_____
Printed name of Witness

Mark Ritter
Printed Name of President

_____
Date

Approved as to form and legality

_____
District Counsel

FIRM

State of Florida
County of Palm Beach

Globaltech, Inc.
Company

The foregoing instrument was acknowledged before me on this

___ day of _____, 2025 by

_____
Signature

_____
who is personally known to me OR produced _____ as identification.

Richard D. Olson, P.E., Vice President
Name and Title (typed or printed)

_____
Signature of Notary

November 17th, 2025
Date

Attachment A

Budget Summary

ATTACHMENT A

151450 CSID WWTP Digester No. 1 Blower Replacement

Engineering and Design Budget Summary

Task	Task Description	E7 $237.50	E6 $225.00	E4 $187.50	E3 $156.25	E2 $131.25	E1 $98.88	E0 $67.98	Sr. I&C $173.04	Sr. CAD $142.14	CAD $92.70	Sr. Finance $195.30	Admin 3 $97.50	Admin 2 $82.50	Admin 1 $59.74	Total Labor	Expense/ Subconsul. Fee	Subconsul.
1	**Engineering and Project Coordination**																	
	Project Management				24								8	16	8	$ -		
	Design Drawings	4			30					40	20							
	Electrical Design Drawings		8		32		24		4	8								
	Design Review Meeting	8			16				4									
	Final Design	8			8					36								
	Electrical Final Design		8		8		8		4	8								
	Scada Workshop				4				16									
	Scada Development								40									
	PLC programming (modify plant program to interface with new controllers)								40									
	Subtotal Task 1	**20**	**16**	**0**	**122**	**0**	**32**	**0**	**108**	**92**	**20**	**0**	**8**	**16**	**8**	**$ 66,774**		
2	**Services During Construction & Project Closeout**																	
	Project Management				32								8	16	8			
	Submittal Review	6			16								8	12	8			
	Electrical Submittal Review		6		8		8		4									
	Construction Site Visits	8			32				8									
	Construction Interpretations	4			12													
	Startup	4	4		24		16											
	Record Drawings and O&M Manuals	2			16		4			24				16	8			
	Closeout				4									16	8			
	I&C Startup and Commissioning				4				40									
	Final walkthrough				4													
	Subtotal Task 2	**24**	**10**	**0**	**152**	**0**	**28**	**0**	**52**	**24**	**0**	**0**	**16**	**60**	**32**	**$ 55,300**		
	Labor Subtotal Hours	44	26	0	274	0	60	0	160	116	20	0	24	76	40			
	Labor Subtotal	$10,450	$5,850	$0	$42,813	$0	$5,933	$0	$27,686	$16,488	$1,854	$0	$2,340	$6,270	$2,390	$122,074		
	Labor Total															**$ 122,074**		
	Subconsultant Labor Total															$ -		
	Subconsultant Multiplier															1.1		
	Subcontract Total															**$ -**		
	Expenses															**$ 500.00**		
	TOTAL															**$ 122,574**		

GLOBALTECH
A DESIGN BUILD COMPANY

Takeoff Worksheet

11/07/25

Coral Springs Improvement Dist
151450 CSID Digester No.1 Blower Replacement Phase II Construction

Assembly#	Part#	Description	Unit	Quantity	Ext. Price
Job: 151450 CSID Digester No.1 Blower Replacement Phase II Const					
Bid Item: 1 General Requirements					
		Project Predesign/Estimating			
		Sr. Estimator	HR	10	3,020.00
		Estimator 1	HR	60	6,420.00
		Construction PM 4	HR	40	6,360.00
		Procurement & Contracting			
		Submittal & O&M Labor	HR	40	6,360.00
		Construction Scheduler	HR	40	6,720.00
		Sr. Project Manager	HR	40	12,080.00
		Constrcution Project Manager	HR	200	31,800.00
		Purchasing & Subcontract	HR	30	4,770.00
		Safety Coordinator	HR	30	3,210.00
		Construction Admin	HR	150	14,400.00
				Bid Item Totals:	**95,140.00**
Bid Item: 2 Sitework					
		Mobilization/Demobilization	LS	1	7,586.00
		Temporary Facilities			
		Sanitary	MONTH	5	2,000.00
		Jobsite Office Supplies	LS	1	1,230.50
		Blowers & Piping Removal	CR-D	3	8,121.00
		Concrete Pad Cutting	CR-D	1	2,707.00
		Concrete Removal	CR-D	1	2,707.00
		Startup Crew	CR-D	1	2,707.00

Takeoff Worksheet 11/07/25

Continued...

Assembly#	Part#	Description	Unit	Quantity	Ext. Price
		Punch Out Crew	CR-D	2	5,414.00
				Bid Item Totals:	**32,472.50**
Bid Item:	**3**	**Concrete**			
		Concrete Pad - 3 EA			
		Form & Materials	LS	1	2,461.00
		Cast In Place Concrete	YD	4	1,000.00
		Concrete Pump	LS	1	950.00
		Testing Services	LS	1	1,200.00
		Concrete Labor	CR-D	5	13,535.00
				Bid Item Totals:	**19,146.00**
Bid Item:	**5**	**Metals**			
		Misc. Metals & Fasteners	LS	1	1,230.50
				Bid Item Totals:	**1,230.50**
Bid Item:	**11**	**Equipment**			
		UBP Blower Package	LS	1	615,544.09
		Offloadding & Installation	CR-D	3	8,121.00
				Bid Item Totals:	**623,665.09**
Bid Item:	**26**	**Electrical**			
		Electrical Materials	LS	1	73,843.54
		Electrical Labor	LS	1	106,875.00
		Electrical CM	HR	80	12,759.20
				Bid Item Totals:	**193,477.74**
Bid Item:	**40**	**Process Interconnections**			
		316 SS Pipe, Fittings & Valves	LS	1	108,284.00
		Endress+Hauser Insertion Flowmeter	EA	1	10,459.25
		Installation	CR-D	3	8,121.00

Takeoff Worksheet 11/07/25

Continued...

Assembly#	Part#	Description	Unit	Quantity	Ext. Price
		Field Welding	CR-D	1	2,210.00
		Construction Superintendent	HR	80	13,680.00
		Construction Assistant	HR	40	3,320.00
				Bid Item Totals:	**146,074.25**
Bid Item:	**41**	**Rental Equipment & Misc. Tools**			
		Traversing Fork Lift	Month	2	14,758.62
		Equipment Fuel	GAL	60	476.10
		Equipment Delivery & Pickup	EA	2	1,599.65
		Misc. Tools & Equipment	LS	1	3,076.25
		Safety Equipment	LS	1	615.25
				Bid Item Totals:	**20,525.87**
Bid Item:	**100**	**Engineering**			
		Engineering Fees	LS	1	122,574.00
				Bid Item Totals:	**122,574.00**
Bid Item:	**101**	**Allowance**			
		Allowance	LS	1	50,000.00
				Bid Item Totals:	**50,000.00**
Bid Item:	**102**	**Bonds & Insurance**			
		Bonds	LS	1	19,435.05
				Bid Item Totals:	**19,435.05**
				Grand Totals:	**1,323,741.00**

8D

WORK AUTHORIZATION

CSID WA No. 247

Globaltech No. 151525

Pursuant to the provisions contained in the "Contract for Professional Engineering Consulting and Design-Build Services on a Continuing Contract Basis" between the CORAL SPRINGS IMPROVEMENT DISTRICT, hereinafter referred to as "OWNER", and Globaltech, Inc., hereinafter referred to as "FIRM", dated July 1, 2012 (hereinafter referred to as "AGREEMENT"), this Work Authorization authorizes the FIRM to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The OWNER desires design-build services related to the Improvements to Wastewater Treatment Plant (WWTP) Package Plant F, hereinafter referred to as the “Specific Project”.

Section 1 – Terms

FIRM shall be defined as an individual, corporation or contractor having a direct contract with the OWNER or with any other subcontractor in the performance of a part of the work contracted for under the terms of this Work Authorization (WA) with the OWNER.

Section 2 – Scope of Work

WWTP Package Plant F is located within the wastewater treatment plant and is scheduled to be removed from service for routine maintenance. To facilitate the maintenance activities, OWNER has requested that FIRM install maintenance hatches (manways) into the steel tanks (both exterior and interior walls) to facilitate access and to improve safety. Maintenance hatches will be constructed as large as possible fitting within the constraints of the existing tanks (nominal 48” x 48”

openings on the exterior tank and 36” x 36” on the interior tank). A total of three (3) hatches will be installed; two in the 131-foot diameter exterior tank accessing the aeration basin and digester and one in the 75-foot diameter inner tank accessing the clarifier. Proposed openings will be evaluated and designed by a licensed structural engineer. Installation of maintenance hatches provides several functions including providing ease of access, a safer working environment for staff, and significantly reducing costs during future maintenance activities.

FIRM has been requested to replace the fine bubble diffusers within the aeration basin while the tank is out of service. It is assumed that the diffusers will be removed and replaced in-kind with Sanitaire 9-inch membrane discs. A total of 672 membranes and restraining rings will be installed. In addition, O-rings will be replaced during the removal and replacement of end-caps.

While the plant is out of service, FIRM will subcontract a NACE/AAMP-certified coating inspector to inspect the structural steel, welds and coatings. The certified inspector will visually inspect the interior and exterior of the tanks and coatings to evaluate the condition of the structural members and coatings. Inspection services may include removal and destructive testing of small portions of either the steel or coatings, which may require repair. FIRM will conduct repairs resulting from the destructive testing. A report summarizing the conditional assessment of the structure and coatings will be prepared, providing recommendations and options for future coatings and rehabilitative projects.

To address the recommendations provided by the NACE/AAMP-certified coating inspector, FIRM will review recommendations with OWNER, access the Allowance for Structural Repairs and then subcontract a certified welder and coatings specialist to perform the required basin remediation work.

The project will be executed by completing the following tasks:

Task 1 – Project Coordination and Engineering

This task includes project coordination and engineering services required to complete the project.

Project Coordination

1. Attend preliminary scoping meetings with the OWNER to discuss preliminary design parameters and overall scope.
2. Collect and review structural plans for Package Plant F.
3. Collect pre-construction photographs of the construction areas and tank.
4. Prepare subcontract for structural engineer.
5. Coordinate construction sequencing with OWNER.
6. Prepare subcontract for metals fabricator.
7. Schedule and conduct meetings, construction, inspections, and testing with OWNER.
8. Prepare subcontract for certified welder / coatings subcontractor.
9. Oversee installation and coating of hatches by metals fabricator.
10. Oversee basin remediation work performed by certified welder / coatings subcontractor.
11. Coordinated inspection and testing services.
12. Prepare purchase order for fine bubble diffusers.
13. Oversee installation of diffusers.
14. Oversee startup services for diffusers.
15. Conduct walkthrough with OWNER to review final installation.
16. Close out project and provide OWNER with record drawings.

Engineering

A structural engineer will be subcontracted to prepare engineering drawings for the three maintenance hatches. The hatches will be designed as large as possible (nominally 48” x 48” (exterior tank) and 36” x 36” (interior tank)) while accommodating the tanks’ structural constraints. FIRM will coordinate engineering design and review the Structural Engineer’s plans with respect to constructability

and meeting OWNER's goals. FIRM will provide drawings of proposed structural modifications for OWNER's review and record drawings following the completion of construction services.

FIRM will subcontract steel and coatings inspection services to a NACE/AAMP-certified specialist. FIRM will coordinate inspection services, approve destructive testing (if necessary), review summary report, and make prioritized recommendations to OWNER to implement proposed repairs.

During the construction phase, FIRM will replace the fine bubble diffusers. FIRM will inspect headers, drop-pipes and manifolds for overall condition and need for maintenance / replacement. FIRM will oversee installation of new diffuser membranes and startup services following specifications provided by manufacturer. Startup services will include a "wet-check" to ensure proper diffuser operation during a partially filled tank.

During the construction phase, FIRM will inspect the coarse bubble diffusers. FIRM will inspect headers, drop-pipes and manifolds for overall condition and need for maintenance / replacement. FIRM will oversee startup services.

Task 2 – Construction Services

Construction services will include the installation of three new maintenance hatches, installation of new fine bubble diffuser membranes, minor cleaning and inspection of the existing coarse bubble diffusers.

Construction services will include and be implemented through the following tasks:

Maintenance Hatch Installation

1. Work with OWNER to identify optimum location to install the hatches.
2. Cut and remove square hatches on both the inner and outer tank walls.

3. Weld ¼ thick reinforcing plates on the sides and above the opening. It is anticipated that the reinforcing plates will extend 4-feet beyond the opening on three sides (top and two sides) and be installed on the inner tank wall.
4. Provide and weld C-channel frame onto the outside wall of both the inner and external tanks. The channel will be outfitted with 5/8-inch diameter bolt located 2-inches on center.
5. Clean and remove loose and damaged paint. Loose and damaged paint will be removed in the areas surrounding the new hatches for a distance of 1-foot beyond new work. Paint will be removed by mechanical grinding to bare steel using mechanical grinding / scraping.
6. Prime tank extending 1-foot beyond damaged areas (both sides of tank).
7. Paint damaged area extending 1-foot beyond damaged areas (both sides of tank). OWNER to provide final exterior coat paint to match existing.
8. Provide, paint and install nominal 36” x 36” and 48” x 48” steel hatch covers. Hatch covers will be mounted to tank wall using fabricated hinges attached to the hatch frame.
9. Install neoprene gaskets.
10. Provide and install 1.75-inch x 0.5-inch diameter stainless steel nuts, bolts and washers.

Fine Bubble Diffuser Installation

Following the installation of the maintenance hatches, OWNER will remove and clean diffusers within the aeration basin. FIRM will assist OWNER with inspection of the airline header, drop lines, manifolds, and pipe mounts. If damage is identified, it will be reviewed with OWNER to determine an acceptable approach for making repairs. Funding for repairs will be made through the general construction allowance. Diffuser membranes will be replaced in the following sequence:

1. OWNER to remove diffuser restraining rings and airline end caps.
2. OWNER to clean airlines using potable water.

3. Install new Sanitaire 9-inch diffuser membranes per manufacturer's guidelines.
4. Replace existing O-rings with new ones of matching size and material.
5. Inspect end-caps and replace them if necessary.
6. Install restraining ring on each diffuser body. Damaged restraining rings and base plates will be replaced. It is assumed that 20% of restraining rings and base plates will be replaced as part of base cost estimate.
7. Fill the Digester with approximately 24-inches of clean water.
8. Turn on and adjust air to low volume to flush header pipe.
9. Check diffusers for uniform air production and leaks.
10. If leaks are found, make repairs and retest.

Coarse Bubble Diffuser Cleaning and Repair

Approximately 75 membrane tube diffusers are located within the digester portion of Plant F. It is anticipated that the diffusers will be covered with rags and other debris. The following tasks will be performed:

1. OWNER to pressure wash diffusers to clean and remove external debris.
2. Inspect piping for damage.
3. FIRM will repair piping connection of the single tube diffuser that are visibly separated from air-line header. Minor repairs only.
4. FIRM will conduct testing of tube diffusers under partially filled tank.
5. Assist OWNER with diagnostics and repair of non-functioning diffusers.

Corrosion Remediation

Based on the results of the structural inspection, additional rehabilitation activities may be considered including spot re-coating of corrosion and repair of paint blistering on the interior tank walls, rehabilitation of perimeter walkway supports, and rehabilitation of the main bridge supports. If additional rehabilitation services are required, access to the **Construction Allowance for Structural Repairs** will

be requested. Based on the work that was performed on Plant E, the following services may be necessary:

1. Remove all loose, blistered, and peeling areas of the existing coal tar epoxy coating on the Aeration Basin walls to expose the underlying primer and recoat the prepared surfaces with a two-part coal tar epoxy.
2. Clean and remove all rust and loose material from the clarifier circular walkway supports, then apply a new coating of coal tar epoxy to all prepared surfaces.
3. Remove grating and post mounts from the Main Bridge in sections. Prepare and clean rusted and deteriorated areas, apply two-part epoxy coating to all exposed surfaces, and reinstall grating and post mounts after coating application.

Assumptions

Assumptions for the project are as follows:

- OWNER is responsible for emptying and cleaning Package Plant F.
- Inspection of the tank steel and coatings will be conducted by Corrosion Probe, Inc. (CPI), by a licensed inspector.
- Should CPI recommend any significant testing other than visual inspection or coating removal, the test plan and cost will be reviewed with OWNER. Costs for additional testing if approved will be provided through the general construction allowance.
- Should CPI recommend maintenance or repair work beyond what is included in this scope of work, FIRM will discuss with OWNER and develop a prioritized approach. FIRM will coordinate any agreed upon repairs which will be funded through the Construction Allowance for Structural Repairs.
- OWNER will be responsible for all debris disposal.
- Painting of maintenance hatches will be performed by field fabricator. FIRM will not provide painting inspection services for new coatings;

coatings will only be evaluated visually. Coating thicknesses will be evaluated by FIRM.

- OWNER will provide paint for final exterior coating. Newly painted exterior coatings will most likely vary from existing surfaces due to age, fading and weathering.
- Repair coatings are not warrantied due to limited areas of repair and condition of adjacent coatings.
- OWNER will remove diffuser membranes and clean diffuser bodies in preparation for FIRM to install new fine diffuser membranes.
- OWNER will remove end-caps and clean air lines.
- It is assumed that diffuser bodies will remain in place; only diffuser membranes will be replaced. It is assumed that 20% of the restraining rings and base plates below the membranes will be replaced. This is included in the base cost estimate.
- OWNER to pressure clean coarse bubble diffusers.
- Working hours will be Monday through Friday from approximately 7:00 AM until 5:00 PM.
- Building permits are not required for work as this is considered maintenance on existing equipment.
- A **General Construction Allow**ance of $40,000 is provided in the construction budget to potentially cover repairs to air piping or other items associated with this project. FIRM will notify and request access to construction allowance from OWNER before funds are obligated. Unspent funds will be returned to OWNER.
- A **Construction Allowance for Structural Repairs** of $60,000 is provided in the construction budget to potentially cover structural repairs identified in the inspection report. This allowance will cover construction and some engineering services to make necessary repairs. FIRM will notify and request access to construction allowance from OWNER before funds are obligated. Unspent funds will be returned to OWNER.

Section 3 – Location

The services to be performed by the FIRM shall be conducted on WWTP Package Plant F at the CSID Wastewater Utility campus.

Section 4 – Deliverables

The FIRM will provide the following Deliverables to OWNER:

- Engineering drawings for new maintenance hatches
- Construction improvements (3 maintenance hatches)
- Inspection report for tank and coating inspection
- Submittal for fine bubble diffuser membranes
- 672 diffusers 9-inch membrane diffuser membranes and restraining rings installed.
- 156 diffuser restraining rings and base plates.
- 120 Spline Joint O-Rings.
- Manufacturer's literature for diffusers.

Section 5 – Time of Performance

Project will commence after execution of this Work Authorization and a Notice to Proceed is issued by OWNER. The FIRM and OWNER agree to the following schedule:

Task	Time Elapsed to Completion
Notice to Proceed (NTP)	Day 0
Engineering Design of Hatches	Week 1 – 4
Prepare submittal for diffusers	Week 2
OWNER Review of Diffuser Submittal	Week 3
OWNER Review of maintenance hatch design submittal	Week 5 - 6
Procurement of Diffusers	Week 4 - 5
Procurement, fabrication, installation and painting of new maintenance hatches	Week 7 – 12
Tank and Coating Inspection and Report Preparation	Week 9 - 12
OWNER to remove and clean diffusers	Week 9 – 12
Inspect air lines	Week 12
Owner Review of tank and coating inspection report	Week 12 - 13
Review meeting to discuss results of tank and coating inspection report	Week 13
Corrosion Remediation	Week 14 - 16
Install new fine diffuser membranes	Week 16 – 18
Test diffusers	Week 20
Project closeout	24 weeks after NTP

Section 6 – Method and Amount of Compensation

1. The FIRM shall be paid by the OWNER in accordance with the Florida's Prompt Payment Act Florida Statute 218.70-79 and in accordance with the payment method as set forth in Section 6 of the AGREEMENT. The calculations shall begin using the date the invoice was received.
2. **Total job price: $353,408** and includes a $40,000 General Construction Allowance and a $60,000 Construction Allowance for Structural Repairs
3. On the terms contained in the FIRM's said proposal for the doing of said work and the said award therefore, and the specifications herein specifically referred to and made a part of this contract.

4. The cost for the above scope of services is a lump sum (LS). The LS is based on the materials, methods, and assumptions presented in the scope of services and may be adjusted based on final detail design and alternative selections or omissions. The LS shall not be greater than the stated amount unless there is an approved increase in the scope of services.
5. A Budget Summary for the above LS is provided in Attachment A.

7 – Application for Progress Payment

1. Unless otherwise prescribed by law, at the end of each month, the FIRM shall submit to the OWNER for review an Application for Progress Payment filled out and signed by the FIRM covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the AGREEMENT.
2. The Application for Progress Payment shall identify the amount of the FIRM Total Earnings to Date based upon value of original contract Work performed to date as approved by fully executed Change Orders.
3. Payment shall be based upon percentage of work completed based upon the approved schedule of values. Retainage in the amount of 5% will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. At FIRM's request, after 50% completion of the work has been achieved, the OWNER will implement a reduction in retainage to 2.5% of all future pay requests. If retainage is reduced, FIRM may not withhold more than 2.5% retainage from subcontractors or suppliers and will be required to certify compliance with F.S. *218.70 et seq* on each subsequent pay application. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of OWNER's good faith claims plus the value of the work the OWNER determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when OWNER determines that half of the Work required by the Contract has been completed. In no event shall

the Work be determined to be 50% completed before the OWNER has paid 50% of the Contract amount and 50% of the Contract time has expired. The amount of previous Pay Estimate payments shall then be subtracted to equal the Balance Due during the Pay Estimate period.

4. When the OWNER reduces the retainage to two and one-half percent (2.5%), FIRM must obtain the written consent of the Surety Companies furnishing the required Public Construction Bond on consent forms provided by the OWNER. The OWNER may reinstate the retainage up to five percent (5%) if the OWNER determines, at its discretion, that the FIRM is not making satisfactory progress toward final completion of the Work or where there is other specific cause for such withholding.
5. Partial payment may be made for the delivered cost of stored materials planned for incorporation into the Work, provided such materials meet the requirements of this Contract, the Contract Drawings, and the Specifications, and are delivered and suitably stored at the project site, or at another location acceptable to the OWNER. Such material must be stored in a secure manor acceptable to the OWNER, and in accordance with the manufacturer's recommendations.
6. The delivered cost of such stored or stockpiled materials may be included in any subsequent application for payment provided the FIRM meets the following conditions:
    a. An applicable purchase order or supplier's invoice is provided listing the materials in detail, the cost of each item, and identifies this specific contract by name.
    b. The materials are fully insured against loss or damage (from whatever source) or disappearance prior to incorporation into the Work.
    c. Stored materials approved for payment by the OWNER shall not be removed from the designated storage area except for incorporation into the Work.

d. Evidence that the FIRM has verified quantity and quality of the materials delivered (verified packing list).

7. It is further agreed between the parties that the transfer of title and the OWNER's payment for any stored or stockpiled materials pursuant to these General Conditions, and any applicable provisions of the Supplementary General Conditions, shall in no way relieve the FIRM of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this Contract, the Contract Drawings, the Technical Specifications, and any approved changes thereto.
8. The following monthly Application for Progress Payment shall be accompanied by Bills of Sale, copies of paid invoices, releases of lien, or other documentation warranting that the FIRM has received the stored materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the stored materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which shall be satisfactory to the OWNER.
9. The FIRM shall warrant and guarantee that title to all Work, materials, and equipment covered by an Application for Progress Payment, whether incorporated in the Work or not, will pass to the OWNER no later than the time of Final Payment free and clear of all liens or other encumbrances.
10. Progress Payments shall be made in accordance with the Local Government Prompt Payment Act. In the event any dispute with respect to any payment or pay request cannot be resolved between the FIRM and OWNER's project staff, FIRM may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, *et seq,* demand in writing a meeting with and review by the OWNER'S (agency) director. In the absence of the agency director, a

deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by OWNER of FIRM's written demand. The OWNER's manager, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the OWNER's final decision for the purposes of the Local Government Prompt Payment Act.

11. The OWNER may refuse to make payment of the full amount because claims have been made against the OWNER on account of the FIRM's performance of the Work, or because Liens have been filed in connection with the Work, or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the FIRM written notice within twenty (20) business days after the date on which the invoice is stamped as received which specifies the invoice deficiency and any action necessary to make the invoice complete and proper.

Section 8 – Responsibilities

The FIRM shall, under no circumstance, look to the OWNER to provide any labor or equipment for the FIRM. The FIRM shall provide all of the labor and equipment necessary to perform the job or contracted services at the expense of the FIRM. Property of any kind that may be on the premises, which are the site of the performance of this contract, during the performance of this Work Authorization, shall be at the sole risk of the FIRM.

8.1 The OWNER hereby designates Mike Hosein as the OWNER's representative.

8.2 In addition to applicable provisions of Section 2 of the AGREEMENT, the OWNER will:

- Provide copies of existing drawings and equipment cut sheets if requested by FIRM
- Pay for any required permit fees

The FIRM acknowledges and understands that it is an independent contractor in its relationship with the OWNER. The FIRM hereby designates Rick Olson as the FIRM's representative.

Section 9 – Insurance

The FIRM shall provide certificate of insurance to the OWNER setting forth the type and amount of insurance carried by the FIRM and conforming to the minimum requirements set forth in the AGREEMENT.

Section 10 – Level of Service

The OWNER shall have the right to terminate said Agreement by giving the FIRM thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The OWNER will determine in its sole judgment what constitutes a satisfactory level of service.

Section 11 – Indemnification

The FIRM shall indemnify and hold harmless the OWNER its officers and employees as set forth in Section 11 of the Agreement.

IN WITNESS WHEREOF, this Work Authorization, consisting of sixteen (16) pages and Attachment A has been caused fully executed on behalf of the FIRM by its duly authorized officer, and the OWNER has the same to be duly named and in its behalf, effective as of the date herein above written.

CORAL SPRINGS IMPROVEMENT DISTRICT

_____
Signature of Witness

_____
Signature of President

_____
Printed name of Witness

Mike Ritter_____
Printed Name of President

_____
Date

Approved as to form and legality

_____
District Counsel

FIRM

State of Florida
County of Palm Beach

Globaltech, Inc.

The foregoing instrument was acknowledged before me on this

_____
Signature

17th day of November, 2025 by

Richard D. Olson, P.E.
who is personally known to me OR produced _____
as identification.

Richard D. Olson, Vice President of Engineering
Name and Title (typed or printed)

_____
Signature of Notary

November 17th, 2025
Date

Attachment A

Budget Summary

ATTACHMENT A

WA-247 CSID Plant F Rehabilitation

Engineering and Design Budget Summary

Task	Task Description	E6 $225.00	E5 $212.50	E4 $187.50	E3 $156.25	E2 $131.25	E1 $98.88	E0 $67.98	Sr. I&C $173.04	Sr. CAD $142.14	CAD $92.70	Sr. Finance $195.30	Admin 3 $97.50	Admin 2 $82.50	Admin 1 $59.74	Total Labor	Expense / Subconsultant Fee	Firm
1	**Engineering and Project Coordination**																	
	Project Management	20				10							4	8	4			
	Subconsultant Coordination	6				4							2					
	Site Inspection / Scope Development	6				16								4	4			
	Tank Inspection - coordination / report review	8				24							2				$ 6,500.00	CPI
	Equipment Selection/Coordination	2				4												
	Hatch Design	2				8				4							$ 19,300.00	WGI
	Design Review Meeting	4				4							2					
	Final Design	2				8				8								
	Subtotal Task 1	**50**	**0**	**0**	**0**	**78**	**0**	**0**	**0**	**12**	**0**	**0**	**10**	**12**	**8**	**$ 25,636**		
2	**Services During Construction & Project Closeout**																	
	Project Management	8				12							8	8	4			
	Construction Site Visits	12				60											$ 9,000.00	WGI
	Inspection of Structural Repairs	0				0							0					
	Airline / Diffuser Inspection	8				16												
	Construction Interpretations	2				0							4					
	Air System Startup	8				8							2					
	Record Drawings and O&M Manuals	2				4				8				4	4			
	Final Walkthrough with Owner	4				4							4					
	Closeout	8				4							4	2				
	Subtotal Task 2	**52**	**0**	**0**	**0**	**108**	**0**	**0**	**0**	**8**	**0**	**0**	**22**	**14**	**8**	**30,790**		
	Labor Subtotal Hours	102	0	0	0	186	0	0	0	20	0	0	32	26	16			
	Labor Subtotal	$22,950	$0	$0	$0	$24,413	$0	$0	$0	$2,843	$0	$0	$3,120	$2,145	$956	$56,426		
	Labor Total															**$ 56,426**		
	Subconsultant Labor Total															$ 34,800.00		
	Subconsultant Multiplier															1.1		
	Subcontract Total															**$ 38,280.00**		
	Expenses															**$ 500.00**		
	TOTAL															**$ 95,206**		

GLOBALTECH
A DESIGN BUILD COMPANY

Takeoff Worksheet

11/07/25

Coral Springs Improvement Dist
151525 CSID WWTP Plant F Improvement

Assembly#	Part#	Description	Unit	Quantity	Ext. Price
Job: 151525 CSID WWTP Plant F Improvement					
Bid Item: 1 General Requirements					
		Project Estimating & Predesign			
		Sr. Estimator	HR	4	1,208.00
		Estimator	HR	10	1,070.00
		Procurement & Contracting			
		Construction Scheduler	HR	20	3,360.00
		Sr. Construction PM	HR	8	2,416.00
		Construction Project Manager	HR	60	9,540.00
		Purchasing & Subcontract	HR	10	1,590.00
		Safety Coordinator	HR	10	1,070.00
		Construction Admin	HR	50	4,800.00
				Bid Item Totals:	**25,054.00**
Bid Item: 2 Sitework					
		Mob/Demob	LS	1	7,586.00
		Temporary Facilities			
		Sanitary	MONTH	2	984.40
		Field Supplies	LS	1	1,230.50
		Startup Crew	CR-D	1	2,707.00
		Punch Out Crew	CR-D	1	2,707.00
				Bid Item Totals:	**15,214.90**
Bid Item: 5 Metals					
		Hatch & Coatings	LS	1	42,560.00
				Bid Item Totals:	**42,560.00**

Takeoff Worksheet 11/07/25

Continued...

Assembly#	Part#	Description	Unit	Quantity	Ext. Price
Bid Item:	**40**	**Process Interconnections**			
		Fine Bubble Diffusers	LS	1	15,996.50
		Inspection, Repair & Testing	CR-D	13	35,191.00
		Coarse Bubble Diffusers Inspection & Testing	CR-D	2	5,414.00
		Construction Superintendent	HR	30	5,130.00
		Construction Assistant	HR	20	1,660.00
				Bid Item Totals:	**63,391.50**
Bid Item:	**41**	**Rental Equipment & Misc. Tools**			
		Pressure Washer 4000 PSI	WEEK	3	1,940.07
		Misc. Tools & Equipment	LS	1	2,461.00
		Safety Equipment	LS	1	615.25
				Bid Item Totals:	**5,016.32**
Bid Item:	**100**	**Engineering**			
		Engineering	LS	1	95,206.00
				Bid Item Totals:	**95,206.00**
Bid Item:	**101**	**Allowance**			
		General Allowance	LS	1	40,000.00
		Structural Allowance	LS	1	60,000.00
				Bid Item Totals:	**100,000.00**
Bid Item:	**102**	**Bonds & Insurance**			
		Bond	LS	1	6,965.28
				Bid Item Totals:	**6,965.28**
				Grand Totals:	**353,408.00**

NINTH ORDER OF BUSINESS

Globaltech, Inc.
CSID Engineer's Report
November 17, 2025

PROJECTS UNDER CONTRACT

WA#226 – Stormwater Pump Station Spare Engine Procurement – In Progress

- Approved by Board – 4/15/24.
- Issued Purchase Order for replacement engine and clutch – 6/07/24.
- Engine arrived 9/03/25.
- Addressing issues with catalytic converter and vibration absorbers
- Modified roof mounts, muffler and installed catalytic converter on PS Roof
- Fabricated, installed and painted collection pan below new motor.
- Installation to occur week of – 11/10/25.
- Anticipated project completion – end of November 2025

WA#229 – WWTP Package Plant E Improvements – Complete

- Approved by Board – 8/19/24.
- Change Order returning $20,000 unspent allowance – November Board

WA#233– Digester 1 Blower Replacement – Engineering – Complete

- Approved by Board – 1/27/25.
- Conducted review meeting with CSID staff - week of 9/15/25.
- Submit Work Authorization for blower replacement and electrical upgrades – November Agenda

WA#234 – Finished Water Line Valve Replacement – In Progress

- Approved by Board – 4/21/25.
- Met with staff to locate valves – 5/28/25.
- Ordered valves through Rangeline – 9/29/25.
- Anticipated construction – mid November.
- Anticipated completion – December 2025

WA#235 – 6-inch Finished Water Line Relocation – In Progress

- Approved by Board 4/21/25
- Met with staff to locate valves – 5/28/25.
- Identified water main insufficiency for fire flow. May need to reconsider how project is being implemented. Currently repricing line movement.
- Exploratory excavations – on hold
- Anticipated completion – December 2025

Globaltech, Inc.
CSID Engineer's Report
November 17, 2025

PROJECTS UNDER CONTRACT (Continued

WA#236 – Well 6 Redevelopment – In Progress

- Approved by Board – 5/19/25.
- Contractor mobilized to well – 7/31/25
- Well producing unacceptable yield and requires additional development.
- Submitting change order for additional acidization (On current Board agenda)
- Additional work performed week of 11/03/25.
- Anticipated project completion – end of November 2025

WA#238 – Site 18 Canal Bank Stabilization – In Progress

- Approved by Board – 7/21/25.
- Executed Subcontract with B&Z Construction
- Met with homeowners and tested irrigation systems – 9/16/25.
- Began canal bank restoration – 10/07/25.
- Completed rock placement – 11/04/31.
- Placing topsoil and sod (should be completed by 11/14)
- Developing landscape plan behind 210 University Drive Building
- Evaluating extent of pavement damage and repave portions of parking lot at end of project.
- Completion anticipated – early December

WA#239 – WTP Control System Upgrades – In Progress

- Approved by Board – 7/21/25.
- Filed and recorded construction bond.
- All materials have arrived on site with the exception of the generator panel.
- Preparing software conversion modifications
- First shut down occurred week of 10/27 to confirm connections.
- Conversion shutdown is scheduled for 11/18 and initiate the new system leaving the old system in place.
- Decommissioning of the old system is anticipated in early December.
- Installation of new Generator panel should be completed by end of January 2026.
- Project Completion anticipated in mid-February 2026.

WA#240 – Tree Removal Irrigation System Coordination – Substantially Complete

- Approved by Board – 7/21/25.
- Will continue to support program until completion in November.

Globaltech, Inc.
CSID Engineer's Report
November 17, 2025

PROJECTS UNDER CONTRACT (Continued

WA#177 – Portable Generator Storage Building – In Progress

- Approved by Board – 10/20/25.
- Conducted internal kick off meeting – 11/05/25.
- Anticipated project completion – December 2026

WA#244 – Production Well 5 VFD & Flowmeter – In Progress

- Approved by Board – 10/20/25.
- Conducted internal kick off meeting – 11/05/25.
- Anticipated project completion – November 2026

WA#245 – RO Building Utility Trench Sump Improvements – In Progress

- Approved by Board – 10/20/25.
- Conducted internal kick off meeting – 11/05/25.
- Anticipated project completion – January 2026

Work Authorizations Under Development

WA#246 – Digester 1 Blower Replacement – November Agenda
WA#247 – Plant F Rehabilitation – November Agenda
WA#XXX – DIW Pump 404 Replacement – December Agenda

Other Issues

- Atlantic Boulevard Pavement Restoration
  - Restoration work performed 11/04 – 11/05.
  - Applied for MOT Permit for final work.
  - Final surface layer will be installed week of 11/17.
  - Lane makings will be applied week of 11/24.
- Riverside Drive Pavement Issues
  - Working with 3D Pavement to have a geotechnical engineer evaluate settlement.
  - 3D Pavement will then provide a cost estimate to repair the settlement and re-pave.