

TOWN OF BAY HARBOR ISLANDS

June 8, 2020

AGENDA

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE - VIRTUAL MEETING

This meeting is being held through the Zoom Platform. Members of the Public who wish to participate and/or view the meeting may do so by logging in through the Zoom Platform as follow:

Zoom Link: <https://zoom.us/j/93171127362>

Meeting ID: 931 7112 7362

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free number below:

US Toll Free Number: 877 853 5247 or 888 788 0099

Meeting ID: 931 7112 7362

CALL TO ORDER: 5:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

SPECIAL PRESENTATION:

1. Introduction of Miami Dade County Judge Christine Bandin - Domestic Violence Division.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

2. Report on grant funding opportunities for the Town.

3. Report on the Town's Summer Care Program

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT:

There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

4. **Approval** of the following Meeting Minutes:
 - a. May 13th, 2019 - Regular Council Meeting
 - b. September 17th, 2019 - Second Budget Public Hearing
 - c. September 17, 2019 - Public Hearing
5. **Consideration and approval** of a resolution requested by Mayor Bruder and co-sponsored by Council Member Leonard supporting the Anti-Defamation League as they stand against the targeting of individual communities during the COVID-19 pandemic. Enclosed is a copy of the proposed resolution.
6. **Consideration and Approval** of a request by Council Member Leonard to purchase a sponsorship package in the amount of \$1,500 to attend the Save Dade 2020 Champions of Equality Event to be held on August 28, 2020. Enclosed is a copy of the event sponsorship packages.
7. **Consideration and Approval** of an Inter local Agreement with Miami Dade County which would allow Bay Harbor Islands Police to enforce sections of the Miami Dade County Code, including but not limited to the ability to issue civil violations notices. Enclosed is copy of the proposed agreement.
8. **Consideration and Approval** by B H Investment, LLC for a temporary sales center for project that will be built on 1135 103rd Street also know as "Onda". The proposed temporary structure would be built just east of the proposed project, to be located at 10301 East Bay Harbor Drive. Enclosed are copies of the request letter, proposed concept of the sales center and other supporting documents.
9. **Consideration and Approval** of Change Order #1 and #2 in favor of JVA Engineering in the total amount of \$54,602.90 for work associated with BC 154 Broad Causeway Enhancement Project. Enclosed are copies of the change orders. The Change Order were approved by FDOT and will be reimbursed as part of the grant.

STAFF RECOMMENDATION: Approval

POLL VOTE

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

10. **Consideration and approval** to piggyback off of the City of Largo, Florida contract with LMK Pipe Renewal in the amount of \$500,000 for the continuation of sanitary sewer Cured-in-Place Pipe (CIPP) lining. This project will take advantage of a \$250,000 matching grant. Enclosed are copies of the bid documents and other supporting documents.

STAFF RECOMMENDATION: Approval.

POLL VOTE

DISCUSSION ITEMS:

11. **Discussion** requested by Council Member Yaffe regarding the next phase for the Town-owned waterfront lot located at 9600 West Bay Harbor Drive.

ADJOURNMENT: Set for approximately 6:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

June 8, 2020

ITEM NUMBER: 2.

ITEM: Report on grant funding opportunities for the Town.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Interim Town Clerk
 Marlene Marante Siegel, Interim Town Manager

ATTACHMENTS

1. Grant Opportunities 2020



2020 Rebuild Florida Infrastructure Grant Opportunities

- **Rebuild Florida Critical Facility Hardening Program** - This program will allow units of general local government (UGLG) and state agencies to harden critical buildings that serve a public safety purpose for local communities. **\$75,000,000 is available for the eligible communities. Application due June 30. Multiple Applications can be submitted.**
- **Irma Infrastructure Program**- this program funds upgrading of water, sewer, solid waste, communications, critical facilities energy, transportation, health and medical and other public infrastructure projects that will reduce hazard risks. **\$100,000,000 available. Applications due on June 30th. Only one application can be submitted. Must impact an LMI area. Bay Harbor Islands LMI area map attached.**
- **Rebuild Florida Mitigation General Planning Program** - funding to support local, regional and statewide mitigation planning efforts. **\$20,000,000 is available to local communities. Application due July 31st. Multiple Applications can be submitted.**
- **Rebuild Florida Mitigation General Infrastructure Program** - fund large scale and high impact local, multijurisdictional and regional investments that include: upgrading of water, sewer, solid waste, communications, energy, roads, transportation, health and medical and other public infrastructure projects that will reduce hazard risks. **\$475,000,000 is available to local communities. Application due August 31st. Multiple Applications can be submitted.**



Public Funding • Governmental Advocacy • Economic Development

Rebuild Florida Critical Facility Hardening Program

This program will allow units of general local government (UGLG) and state agencies to harden critical buildings that serve a public safety purpose for local communities.

Mitigation projects can be for public or residential facilities. A listing of eligible activities is below. Up to \$15,000 can be used for project management expenses and Construction Expenses associated with project identification, plan development, completion, and submission of the initial Division's Project Information Spreadsheet (PIS).

Application Deadline:	June 30, 2020 0%
Contribution Match:	\$75,000,000
Total Program Support:	\$50,000 - \$15,000,000
Maximum Grant Amount:	

TYPES OF PROJECTS:

Hardening/Mitigation activities for public facilities that provide essential services to the community before, during or after a storm. These include

- Potable water facilities
- Wastewater facilities
- Police departments
- Fire departments
- Hospitals
- Emergency operation centers
- Emergency shelters

Eligible activities include but not limited to:

- Windows/Doors
- Roofing
- Elevation
- Structural Hardening
- Communications
- Safe Rooms
- Generators



Hurricane Irma Infrastructure Disaster Program

The Florida Department of Economic Opportunity's (DEO) Rebuild Florida Infrastructure Repair Program was launched with \$100,000,000 to fund infrastructure restoration and improvement projects in communities impacted by Hurricane Irma. The funding is provided by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) Program to address unmet disaster recovery needs related to damage from Hurricane Irma. Eligible counties, municipalities, water management districts and water authorities located in the areas that experienced Hurricane Irma storm damage, as shown here, are eligible to apply for funding.

Application Deadline: June 30, 2020

Contribution Match: 0%

Maximum Grant Amount: \$500,000 minimum- no maximum

*Funding can be used to match HMGP grant project awards.

TYPES OF PROJECTS:

1. Restoration of infrastructure (e.g. water and sewer facilities, streets, generators, debris removal, drainage, bridges, etc.);
2. Public facilities such as emergency community shelters;
3. Demolition, rehabilitation of publicly or privately owned commercial or industrial buildings; and
4. Re-nourishment of protective coastal dunes systems

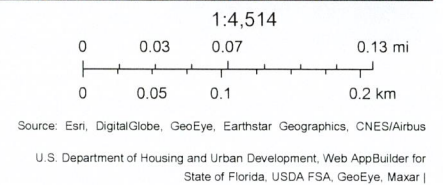
Eligible Counties and Zip Codes that Experienced Storm Damage					
Alachua	Collier *	Hardee	Lee *	Okeechobee	Sarasota
Baker	Columbia	Hendry	Levy	Orange *	Seminole
Bradford	DeSoto	Hernando	Manatee	Osceola *	St. Johns
Brevard *	Dixie	Highlands	Marion	Palm Beach *	St. Lucie *
Broward *	Duval *	Hillsborough *	Martin	Pasco	Sumter
Charlotte	Flagler	Indian River	Miami- Dade *	Pinellas	Suwannee
Citrus	Gilchrist	Lafayette	Monroe *	Polk *	Union
Clay *	Glades	Lake	Nassau	Putnam	Volusia *

* Most Impacted and Distressed Counties

Bay Harbor Islands LMI Areas



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Public Funding • Governmental Advocacy • Economic Development

Rebuild Florida Mitigation General Planning Program

To support local, regional and statewide mitigation planning efforts.

Application Deadline:	July 31, 2020
Contribution Match:	0%
Total Program Funding:	\$20,000,000
Maximum Grant Amount:	No maximum grant

TYPES OF PROJECTS:

- Regional mitigation plans
- Modernization and resiliency planning
- Comprehensive, capital improvement, and community development plans
- Floodplain and wetland management plans
- Land use and urban environment plans
- Historic preservation plans
- Small area, housing and neighborhood plans
- Integration of mitigation plans with other planning initiatives
- An inventory development of properties with known or suspected environmental contamination



Rebuild Florida Mitigation General Infrastructure Program

This program will fund large scale and high impact local, multijurisdictional and regional investments that include: upgrading of water, sewer, solid waste, communications, energy, transportation, health and medical and other public infrastructure projects that will reduce hazard risks.

Application Deadline:	August 31, 2020
Contribution Match:	0%
Total Program Funding:	\$475,000,000
Maximum Grant Amount:	No maximum amount

TYPES OF PROJECTS:

- **Drainage/Stormwater Improvements**
- **Drinking & Wastewater Facility Projects**
- **Roadways/Transportation Improvements**
- **Building Hardening including generators and communications**
- **Utilities**
- **Public Safety**

AGENDA ITEM REPORT

June 8, 2020

ITEM NUMBER: 4.

ITEM:

Approval of the following Meeting Minutes:

- a. May 13th, 2019 - Regular Council Meeting
- b. September 17th, 2019 - Second Budget Public Hearing
- c. September 17, 2019 - Public Hearing

DESCRIPTION:

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Interim Town Clerk

ATTACHMENTS

- 1. 5-13-19 DRAFT
- 2. 09-17-2019 Budget PH DRAFT
- 3. 09-17-2019 PH DRAFT

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A REGULAR MEETING**

A Regular Meeting of the Town Council was held on Monday May 13, 2019 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

SPECIAL PRESENTATION:

Item 1. Legislative Update - Senator Jason Pizzo

Senator Pizzo came forward and provided a legislative update on the recent legislation proposed at a state level. Among the bills proposed was a ban on plastic straws; building condominiums and reported that Miami Dade County opened a new division regulate condominiums. He stated that he was concerned with the utility companies placing their equipment on the public land and accidents to water mains.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

- Introduce Mrs. Melissa Cruz as the new Assistant Town Manager / Finance Director.
- All Public Meetings were now being live streamed.
- The Town new website will be launch as soon as the PDF documents are ADA compliant.
- The Miami Dade County School Board requested an extended hour of construction for the weekend, they are schedule for completion in October.
- Patrick Prendergast, Code Director, will conduct inspections of all properties that need Tree trimming in anticipation of the upcoming Hurricane Season.
- Florida League of Cities Conference will be taking place in August.

The Town Attorney Report

Town Attorney Sherman reported that Antony and Robin Sieden have complied with all of requirements as requested by the Town relating to the variance approval. The Town Special Master levied \$20,000 in code violations fines which have been paid. They have also executed a resolution for a covenant running with the land.

~~Item 2. Report of the Town investment performance for the period ending March 31, 2019.~~

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

Council Member Reid reported she attended the quarterly Retirement Board Meeting.

Council Member Salver reported he received the Florida League of Cities Home Rule Hero Award.

Council Member Leonard reported he attended the Miami Dade County League of Cities Installation Gala.

Council Member Yaffe reported he attended the Founder Day Event.

Council Member Fuller reported attending several meetings with state legislators to lobby for Town funds.

Mayor Bruder thanked Captain Noel; Lieutenant Johnson and the entire Police Department for obtaining re-accreditation of the Police Department.

PUBLIC COMMENT: There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and thanked the staff for a great Founder's Day Event and reported that parking issues at the Bank of America Lot, the property owners are towing vehicles anyone not there for business.

Council Member Tricoche suggested to put signs and communicate to the school for parents to park in the Town Parking Garage for free.

John Vetter, 10350 W. Bay Harbor Drive, came forward and was concerned with the 1177 KC project. He was opposed to the proposed project and felt that there was no public benefit to the Town.

Kathy Srur, 10350 W. Bay Harbor Drive, was concerned with the recent traffic study for the 1177 Kane Concourse and felt that there would be a big parking problem.

Frances Neuhut, 1060 Kane Concourse, came forward and requested for the Town broadcasting channel be put back on TV so meetings can be televised.

Joyce Green, 1360 99 Street, came forward and felt that there was an overcrowding problem at the local school and asked for the Town to be more involved.

CLOSED PUBLIC COMMENT

COMITEE REPORTS:

At this time Item 4, 5 and 7 were taken out of consent agenda for discussion.

CONSENT AGENDA: (Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not

require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)

Item 3. Approval of the January 14th, 2019 Meeting Minutes. Enclosed is a copy of the draft Minutes.

Item 5. Consideration and Approval of a resolution requested by Council Member Leonard to become a member of the American Flood Coalition.

ACTION: Council Member Leonard made a motion to approve the consent agenda. Council Member Yaffe seconded the motion and it passed unanimously.

The following are items that were taken out of consent agenda for discussion.

Item 4. Consideration and Approval of a Resolution re-appointing the Town Attorney and Assistant Town Attorneys.

Council Member Reid questioned how the Town Attorneys retainer was increased without the Town Council Approval. She stated that every year the Town Council adopts a resolution at the Annual Organization Meeting setting forth the retainer and hourly rate for the legal services.

Council Member Yaffe stated he pulled the resolution last month because the resolution wasn't consistent with was previously billed and urged the Town Attorney to draft a retainer agreement outlining the services to be provided. He felt that the new agreement resulted in a much better price because it included items that were previously billed separately.

Council Leonard stated it was best practice to have a retainer agreement in place for the legal services.

Vice Mayor Fuller was opposed to the 3% fee for the facsimile, long distance calls, and suggested those expenses be included in the retainer.

Council Member Salver stated that there was room for improvements as it relates to the retainer agreement and asked for the Town Attorney to consider reducing the fees and to provide a credit for prior billing.

There was a brief discussion on the inconsistency on the Town Attorney monthly billing; the retainer fees did not reflect the amount as set per resolution and proposed increase to the retainer fees and special matter fees.

Town Attorney Sherman agreed to provide credits on prior billing and to remove a 3% fee for copies and telephone.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that the voters did not have a say on how the council appoints the Town Clerk and the Town Attorneys. She disagreed with the Assistant Town Attorney attitude.

CLOSED PUBLIC COMMENT

ACTION: Council Member Yaffe made a motion to approve the agreement. Council Member Tricoche seconded the motion and it passed 6-1, with Council Member Reid opposed.

Item 6. Consideration and Approval to extend the Program Grant Agreement for Address Verification Plan between the Town and the School Board of Miami-Dade County for an additional two (2) schools years. Enclosed is a copy of the request for extension request and other supporting documents.

There was a brief discussion on the proposed extension for the address verification agreement with the school board; the amount of kids attending the school; the process being utilized to find students who are attending the school outside of their school boundaries; class sizes; and the school construction.

PUBLIC COMMENT

Vincent Martino, 1050 93 ST, came forward and suggested the installation of cameras and to scan the vehicle plates. He felt that the school was overwhelmed with the amount of kids.

Frances Neuhut, 1060 Kane Concourse, came forward and was frustrated with the amount of kids attending the school.

CLOSED PUBLIC COMMENT

Council Member Leonard explained that the School Board was exempt from coming to the Town building department. Florida Statue allows them to utilize their own Building Department.

ACTION: Council Member Leonard made a motion to approve and extend the Plan Agreement for the Address Verification Plan. Council Member Tricoche seconded the motion and it passed unanimously.

ORDINANCES ON SECOND READING:

Item 7. Consideration and approval of an ordinance on second reading amending the Town Code to replace the current flood ordinance with a new model ordinance. The state has created a new “model” flood code for communities that participate in the FEMA NFIP program. Enclosed is a copy of the proposed ordinance and supporting documents.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES TO REPEAL THE TOWN’S EXISTING CHAPTER 7½ ENTITLED FLOOD DAMAGE PREVENTION; TO ADOPT A NEW UPDATED CHAPTER 7½ ENTITLED FLOOD DAMAGE PREVENTION; TO ADOPT UPDATED FLOOD PLAIN MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS; AND FOR OTHER PURPOSES; PROVIDING FOR APPLICABILITY; PROVING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

Vincent Martino, 1050 93 St, came forward and was in favor of the proposed ordinance.

CLOSED PUBLIC COMMENT

ACTION: Council Member Leonard made a motion to approve the proposed ordinance on second reading. Vice Mayor Fuller seconded the motion and it passed by unanimous poll vote.

ORDINANCES ON FIRST READING:

Item 8. Consideration and Approval of an ordinance on first reading amending Section 23-11 of the Town Code regarding the open space requirements in the RD Single-Family District.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA; AMENDING THE TOWN'S CODE OF ORDINANCES AS RELATED TO OPEN SPACE REQUIREMENTS IN THE RD SINGLE-FAMILY DISTRICT; AMENDING CHAPTER 23-11 OF THE ZONING AND PLANNING CODE ENTITLED LAND DEVELOPMENT REGULATIONS; PROVIDING REQUIREMENTS AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and stated that this section of the code was recently modified and asked why the amendments weren't included then.

CLOSED PUBLIC COMMENT

ACTION: Council Member Leonard made a motion to approve the ordinance on first reading. Council Member Yaffe seconded the motion and it passed by unanimous poll vote.

DEFERRED ITEMS:

TOWN MANAGER ITEMS: (Town business items requiring Council approval)

Item 9. Consideration and Approval of contract award BHI-202 to Persant Construction Co. Ltd. in the amount of \$22,700 for roadway milling and resurfacing for the intersection on 99th Street and East Bay Harbor Drive.

ACTION: Council Member Leonard made a motion to approve the contract BHI 202 to Persant Construction Co. Ltd. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

Item 10. Appointment of three Council Members to the Block 11 Parking Lot Lease Committee. The committee has not met in years, the last members were Council Member Salver and Council Members Yaffe. The committee originally had three members and it was a Council Committee (not open to resident participation).

PUBLIC COMMENT

Residents Vincent Martino and Frances Neuhut were opposed to the Committee not being open to residents.

CLOSED PUBLIC COMMENT

ACTION: Consensus was to appoint Council Member Leonard, Council Member Yaffe and Council Member Tricoche to serve on the Block 11 Committee.

DISCUSSION ITEMS:

Item 11. Discussion requested by Mayor Bruder to direct the Town Manager to budget for marketing, public relations, design guidelines, branding and/or other method of helping the Business District achieve the desire mixed of tenants and attract more people to the Town.

Mayor Bruder asked for the Town Manager to research ideas, prices, designs, and methods to revitalize the Town Business District.

There was a brief discussion on possibility to provide an incentive program; search for a Public Relations Firm; Chamber of Commerce; research prior years ideas on public relations; public / private partnership ideas and ways to better brand the Town.

PUBLIC COMMENT

Vincent Martino, 1050 93 Street, came forward and supported the idea of helping the Business District and agreed to discuss on what was needed moving forward.

Frances Neuhut, 1060 Kane Concourse, came forward and thanked Mayor Bruder for trying to enhance the Business District. She urged the Council to stop allowing non-conforming uses on the ground floor.

Ken Eskin, 1310 99 Street, came forward and stated that people don't know where the Town was located.

CLOSED PUBLIC COMMENT

Consensus was for the Town Manager to bring back more information to the Council on Public Relations firms.

Item 12. Discussion requested by Vice Mayor Fuller regarding the change in flight pattern by the Federal Aviation Administration (FAA).

Vice Mayor Fuller updated the Council regarding the proposed change in flight pattern by the Federal Aviation Administration (FAA) and how it could impact Bay Harbor Islands. He explained that if the FAA approved the proposed pattern it could increase the number of airplanes over the Town by 50%, which will create noise. He will continue to monitor the FAA plans and will report back to the Council.

Item 13. Discussion requested by Council Member Leonard to renovate / enhance the 92th Street Park by re-sodding the green space.

Council Member Leonard asked for the Council consideration to renovate the 92 Street Park.

There was a brief discussion on the renovation options such as re-sodding or artificial turf; cost estimates; the quote to re-sod and concerns for the type of turf to be environmentally friendly.

PUBLIC COMMENT

Frances Neuhut, 1060 Kane Concourse, came forward and was concerned with the pesticides used on the grass.

CLOSED PUBLIC COMMENT

Mayor Bruder asked that the environmental information be included as part of their submission of the cost estimates.

Consensus was for staff to obtain cost estimates for artificial turf for the 92nd Street Park and to provide additional information on environmentally friendly turf.

There being no further business to discuss meeting was adjourned at 9:51 p.m.

MAYOR

ATTEST

DEPUTY TOWN CLERK

TOWN OF BAY HARBOR ISLANDS
MINUTES OF THE SECOND BUDGET PUBLIC HEARING

The Second Budget Public Hearing the Town Council was held on Tuesday September 17th, 2019 at 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Stephanie Bruder	
Vice Mayor Joshua Fuller	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

BUDGET PUBLIC HEARING

Item 1. Consideration and Approval of an ordinance on second reading providing for a millage rate of 3.6245, which is 2.70% more than the rolled-back rate, but still represents a reduction from last year's millage (3.7199), for fiscal year 2019-2020. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE PROVIDING FOR A MILLAGE OF 3.6245 WHICH IS 2.70% MORE THAN THE ROLLED-BACK RATE FOR THE TOWN OF BAY HARBOR ISLANDS FOR THE CURRENT YEAR, A.D. 2019; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT

Francis Neuhut, 1060 Kane Concourse, came forward and asked for the TRD's fund; non-conforming uses on Kane Concourse; Parking; and sidewalks.

CLOSED PUBLIC COMMENT

ACTION: Council Member Leonard made a motion to approve the proposed ordinance on second reading. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

Item 2. Consideration and Approval of an ordinance on second reading making appropriations for the operation of the General Fund, Water Fund, Sewer Fund, Parking Fund, Solid Waste Fund, Causeway Fund, and Stormwater Fund. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE MAKING APPROPRIATIONS FOR THE GENERAL, WATER, SEWER, PARKING, SOLID WASTE, CAUSEWAY, AND STORMWATER FUNDS FOR THE YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, IN THE TOTAL SUM OF \$22,138,873; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Council Member Leonard made a motion to approve the proposed ordinance on second reading. Council Member Tricoche seconded the motion and it passed by unanimous poll vote.

There being no further business to discuss meeting was adjourned at 7:05 p.m.

MAYOR

ATTEST

TOWN CLERK

**TOWN OF BAY HARBOR ISLANDS
MINUTES OF A REGULAR MEETING**

A Regular Meeting of the Town Council was held on Monday September 17th, 2019 7:00 p.m. in the Council Chambers. Upon roll call the following members responded:

Mayor Stephanie Bruder	Council Member Jordan Leonard
Council Member Kelly Reid	Council Member Isaac Salver
Council Member Elizabeth Tricoche	Council Member Robert Yaffe

QUASI-JUDICIAL PUBLIC HEARING AGENDA

Vice Mayor Fuller recused himself for this meeting.

Assistant Town Attorney Simone swore in all individual speaking at the meeting.

Item 1. Presentation of the proposed Development Agreement by N / R Wharton Kane Concourse Property Owner, LLC to construct a mixed used development zoned in the B-1 Business District which includes 104 residential units; 86,400 square feet of office space and 14,900 square feet of commercial space.

Attorney Neisen Kasdin of Ackerman, LLP came forward and explained the applicant requests for the council to consider a proposed development agreement in order to construct a mixed-use development located at 1177 Kane Concourse. The applicant's proposal to convey the waterfront property that was directly across the street from the development site to be utilize as a public park; the Town conveyance of the alley way; transfer of 24 TDR's from the Town commercial pool; and Town Council approval of the shared parking.

Architect, Peter Louis came forward and thanked the Design and Review Committee; Planning & Zoning Board and Staff for working together to better project. He provided a detailed presentation of the proposed development that included the renderings of the residential component; commercial views; views of the east and west of Kane Concourse; a proposed vision of restaurants and retails on the ground floor and a rendering the proposed public park to be granted to the Town.

Attorney Kasdin further explained the proposal by the developer that included the following:

- Upgrade the 50-year-old sewer infrastructure.
- Town will retain an easement for the sewer and the alley onto 97 street.
- Submitted a traffic study that concludes that there will be no traffic impact.
- The developer will incorporate a sidewalk around project, which current does not exist.
- Project design will not permit a left turn exit from the alley to West Bay Harbor Drive.

Item 2. Town Manager's Report and presentation. Attached is a memorandum from Town Manager Jimenez with attachments.

Town Manager Jimenez presented his report on the proposed development and conducted property appraisals on the waterfront lot, the alleyway and conducted an independent traffic study. After several meetings the applicant negotiated the following points to the Town:

- The Transfer of 38 TDR's from the Town Commercial Pool.

- The conveyance of the waterfront lot to the Town.
- Upgrades to the sewer main infrastructure.
- One-time monetary payment of \$250,000 for the 10 feet bonus height.
- Applicant has agreed to not utilize the property for short term rentals.

Assistant Town Attorney Simone further clarified the components for their proposal:

- They offer the waterfront parcel, in exchange for 38 TDR's, in addition to the alley vacation.
 - They are seeking to increase the building height from 65 feet to 75 feet.
- The public benefit would equal \$530,000 in sewer upgrades and a \$250,000 onetime payment for park enhancements.

Item 3. Public Comment concerning the proposed Development Agreement.

Kathleen Kennedy, 9180 W. Bay Harbor Drive, came forward and was in favor with the proposed project and felt that this was what the Town needed.

Kathie Horowitz, 10350 W. Bay Harbor Drive, came forward and opposed to the proposed project, she was concerned with the parking.

Dr. Robin Strauss Furlong, 1011 Kane Concourse, felt that there will be a parking impact to the business district.

Lisa Levy, 9660 W. Bay Harbor Drive, came forward and was concerned with the proposed development traffic pattern and congestion.

Frances Neuhut, 1060 Kane Concourse, came forward and asked what the voting process was for the project. She was concerned with the parking increased; value of the right of way; and waterfront lot appraisal.

Joan Webber, 10350 W. Bay Harbor Drive, came forward and was concerned with the shared parking and urged the Council to consider the quality of life of the residents.

Paul Ruthfield, 1231 95 street, came forward and was concerned with the traffic impact of the proposed project: the church by the sea project and the new enhancement to the school.

Kathie Srur, 10350 W. Bay Harbor Drive, came forward and thanked the developer and staff on the project enhancements. She was concerned with the proposed density, traffic and parking. She also asked why the developer assessed the TDR value 23% less than its current value.

Linda Zilber, 1231 95 street, was concerned with the proposed project proposal.

Scott Hannon, 9160 W. Bay Harbor Drive, came forward and was in favor of the proposed project. He felt the project could attract more pedestrian traffic for the Business District.

Robin Parker, 9660 W. Bay Harbor Drive, came forward and was in favor of the new development but was concerned with the traffic impact that the project could bring.

Ileene Wallace, 10350 W. Bay Harbor Drive, came forward and was in favor of the project.

Scott Polackwich, 1165 98 St, came forward and felt that there isn't much happening on the Business District on a day to day basis. He was in favor of the project and felt that the proposed project will enhance the community.

Leah Elias, 1165 98 Street, came forward and felt that the Town needed a pool and did not agreed with an additional park. She stated that the parking garage was being occupied by the Cadillac Dealer.

Paula Lynch, 10101 E. Bay Harbor Drive, came forward and stated that the real estate buyers are demanding 2 parking spaces and stated we need a public park for the kids.

Jody Campbell, 9800 W. Bay Harbor Drive, came forward and asked the council to minimize the impact to the Town. She was concerned with the traffic impact and parking.

Frederic Mark, 9601 E. Bay Harbor Drive, came forward and was in favor of the proposed project.

Michelle Payer, 1035 W. Bay Harbor Drive, was concerned with the parking and traffic.

Milton Raijman, 1135 Kane Concourse, came forward and was in favor of the proposed project. But was concerned with the traffic flow in the alley way. He asked if the 15 feet clearance was enough should there ever be a need to address a broken sewer line. Will there be any self-parking for the commercial or residential component? The site plans showed 3 parking spaces on Kane Concourse, is that permitted?

Markus Frankel, 10261 E. Bay Harbor Drive, was in favor of the proposed project. He felt that it will bring commercialization to the Business District.

Norma Orovitz, 9240 W. Bay Harbor Drive, came forward and was a long-time resident for 65 year. She was concerned with the traffic and parking.

Vincent Martino, 1050 93 St, came forward and he agreed that it was a great building, and amenities. He was concerned with the parking; school traffic; and new developments such as the church by the sea will soon be built.

Ryan Johnson, 9660 W. Bay Harbor Drive, came forward felt it was a beautiful well design project, but was concerned with parking and traffic.

Ana fishman, 9900 W. Bay Harbor Drive, came forward and in favor of the proposed development.

Natasha Cortez, 9180 W. Bay Harbor Drive, came forward was concerned with the traffic and parking. She felt that the project was too massive.

Leticia Silveria, 10359 W. Bay Harbor Drive, came forward and felt that the existing business in Kane Concourse have no parking for people to wish to visit them. The project design was great but was concerned with the parking.

CLOSED PUBLIC COMMENT

Attorney Kasdin clarified that the restriction for short term rentals was included on the development agreement, they could never add short term rentals. The property had two independent traffic studies performed, one of the studies was done by the town. Both analysis show that adequate to handle the parking demand. He felt the parking issues come from the older building that do not have sufficient

parking, not the new developments. All new building are being built to standard and meet the parking demands. The project was design to better the traffic flow of the alley than what is existing now.

COUNCIL COMMENTS

Council Member Tricoche felt that this was an unprecedented project and did not agreed with the proposed conditions and provided the following suggestions:

- Bonus height – needs to be codified
- Sewer line upgrades and \$250,000
- TDRs – not in favor – only in favor to transfer 10 TDR's.
- Waterfront lot, applicant to pay \$1.3 Million.
- Suggested a \$58,000 per TDR transfer.

Council Member Reid was concerned with the size of the units; number of residential units proposed; parking and traffic impact. She suggested for the applicant to compromise by lowering the density and to address the parking.

Architect, Peter Louis, the units are considered large for rental units.

Council Member Salver did not find fit the \$250,000 in exchange for the bonus height and was opposed to the Town conveyance of the alley way. He agreed with the residents comments to reduce the density and suggested for the Town Manager to continue to negotiate with the developer.

Council Member Leonard asked as it relates to the valet parking, was the valet service complementary or will there be a charge? He had the following suggestions:

- Applicant has chosen to have several tenants, he suggested an anchor tenant.
- Lead and Resilience Certified Building – would want a guarantee of a lead or equivalent silver certified.
- Shared Parking – 492 parking spaces proposed – suggested to pay for parking in the Town parking garage up to 139 spaces could be rented. The project can meet the 631 parking spaces required without a parking reduction approval.
- Waterfront Park – in favor of the acquisition of the land.
- Not in favor of the size of the units, but it was design per Code.
- Parking – suggested to work on increasing the number.
- Staging Area – Did not agree with the staging area at the vacant lot. He suggested the staging area at the brown lot parking on 97 street and west bay harbor drive.
- Traffic – was concerned with traffic impact on West Bay Harbor Drive.

Council Member Yaffe thanked all the residents for attending the meeting and participating in the process. He had the following comments and suggestions:

- Development Agreement – why was there a 10 year term? Attorney Kasdin responded the Florida Statue allows the flexibility.
- When does construction commence? As soon as a Building Permit was obtained in approximately 8 to 10 months.
- Lease of the park as staging area. He was not in favor and urged them to negotiated with staff on other suggestions.

- No assign parking? Mr. Kasdin responded that there was no assigned parking it could be on a first come, first serve basis.
- Public Benefits, (\$250,000, sewer upgrades) was not in favor and felt more can be negotiated.
- Parking – was concerned with the proposed number being provided onsite.
- Density – He felt that the proposed number of residential units needed to be modified.

Mayor Bruder, agreed with all the council suggestions and shared the same concerns with the parking, number of residential units proposed and suggested for the waterfront lot to be convey upon approval. She was opposed to the vacant lot being utilize as the staging area.

Architect, Peter Louis, came forward and was open to leasing the space from the Town for the staging area and have heard the council suggestions and can work on collectively leasing a number of spaces from the parking garage if needed.

Attorney Kasdin requested for the items to be continue to the next meeting.

Item 4. Approval of an ordinance on first reading approving a development agreement as authorized under the Florida Statutes Section 163.3220-163.3243 between N/R Wharton Kane Concourse Property Owner, LLC and the Town. The agreement will authorize the development of approximately 1.96 Acres at 1177 Kane Concourse of a mixed use project consisting of 104 residential units, 87,000 square feet of office space and approximately 15,000 square feet of commercial use.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT AS AUTHORIZED UNDER THE FLORIDA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT, SECTIONS 163.3220 – 163.3243 OF THE FLORIDA STATUTES, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN N/R WHARTON KANE CONCOURSE PROPERTY OWNER, LLC (“OWNER”) AND THE TOWN OF BAY HARBOR ISLANDS (“TOWN”), RELATING TO THE DEVELOPMENT OF APPROXIMATELY 1.96 ACRES OF LAND GENERALLY LOCATED AT 1177 KANE CONCOURSE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A,” ATTACHED AND INCORPORATED, FOR THE PURPOSE OF REDEVELOPMENT OF SUCH LAND FOR MIXED USES PERMITTED BY THE BAY HARBOR ISLANDS COMPREHENSIVE PLAN – FUTURE LAND USE MAP DESIGNATION AND TOWN’S ZONING AND PLANNING CODE, AS AMENDED, WITH SAID DEVELOPMENT TO BE IN ACCORDANCE WITH THE SITE PLAN APPROVED BY THE TOWN AND TO CONSIST OF UP TO 104 RESIDENTIAL DWELLING UNITS, UP TO 87,000 SQUARE FEET OF OFFICE SPACE, UP TO 15,000 SQUARE FEET OF COMMERCIAL SPACE, AND 493 PARKING SPACES IN A BUILDING WITH A MAXIMUM HEIGHT OF 75 FEET; AND WITH SAID DEVELOPMENT AGREEMENT HAVING A TERM OF 10 YEARS AND ALSO MEMORIALIZING: (1) OWNER’S CONVEYANCE OF A WATERFRONT LOT AT 9600 WEST BAY HARBOR DRIVE TO THE TOWN FOR USE AS A PUBLIC PARK, (2) TOWN’S CONVEYANCE OF 37 TRANSFERRABLE DEVELOPMENT RIGHTS (TDRS) TO OWNER FOR USE AT 1177 KANE CONCOURSE, (3) CONDITIONS FOR THE TOWN’S PARTIAL ALLEY CLOSURE BETWEEN WEST BAY HARBOR DRIVE AND BAY HARBOR TERRACE AND OWNER’S PROVISION OF APPROPRIATE ACCESS EASEMENTS WITHIN SAID ALLEY, (4) TOWN’S APPROVAL OF A HEIGHT INCREASE FROM 65 FEET TO 75 FEET UNDER THE TOWN’S PUBLIC BENEFIT PROGRAM IN TOWN CODE SECTION 23-11(C)(8), BASED ON THE LISTED PUBLIC BENEFITS FROM OWNER; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE DEVELOPMENT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Item 5. Announcement of the date of the second public hearing to consider the approval of the development agreement.

Consensus was the Town Clerk to coordinate with the Town Council to schedule a Special Meeting.

There being no further business to discuss meeting was adjourned at 10:38 p.m.

MAYOR

ATTEST

TOWN CLERK

DRAFT

AGENDA ITEM REPORT

June 8, 2020

ITEM NUMBER: 5.

ITEM: Consideration and approval of a resolution requested by Mayor Bruder and co-sponsored by Council Member Leonard supporting the Anti-Defamation League as they stand against the targeting of individual communities during the COVID-19 pandemic. Enclosed is a copy of the proposed resolution.

DESCRIPTION:

The proposed resolution is being requested by Mayor Bruder and co-sponsored by Council Member Leonard supporting the Anti-Defamation League stand against the targeting of individual communities during the COVID-19 Pandemic.

Enclosed is a copy of the proposed resolution.

RECOMMENDED ACTION:

Council Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Interim Town Clerk
Stephanie Bruder, Mayor
Jordan W. Leonard, Council Member

ATTACHMENTS

1. Anti-Hate - ADL

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
BAY HARBOR ISLANDS, FLORIDA, SUPPORTING THE ANTI-
DEFAMATION LEAGUE (ADL) IN STANDING AGAINST THE
TARGETING OF INDIVIDUAL COMMUNITIES DURING THE
COVID-19 PANDEMIC; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, since the outbreak of the COVID-19 virus, according to the Centers for Disease Control and Prevention, 1,364,061 cases and 82,246 deaths have been reported in the United States as of May 13, 2020; and

WHEREAS, COVID-19 will not be stopped by political boundaries and was not created or caused by any race, nationality or ethnicity, and the World Health Organization has cautioned against using geographic descriptors that can fuel ethnic and racial discrimination; and

WHEREAS, COVID-19 has infected people from all racial, national and ethnic backgrounds; and

WHEREAS, the Town of Bay Harbor Islands is fully committed to the safety, security, and equal treatment of its residents as it confronts the COVID-19 pandemic; and

WHEREAS, each individual has the ability to promote inclusiveness, celebrate diversity, support all fellow community members, prevent the spread of misinformation, and reject hate and bias in all forms; and

WHEREAS, hate crimes, discrimination and aggression against Asians and Jews are on the rise throughout the country as these groups are being blamed for the COVID-19 outbreak and spread; and

WHEREAS, as our history has shown, times of great fear, uncertainty and unrest can lead to the demonization, blaming, and scapegoating of groups as the “other;” and

WHEREAS, extremists are taking advantage of COVID-19 to spread their hateful ideologies, including antisemitism, racism, Islamophobia, and Sinophobia; and

WHEREAS, amid the growing spread of COVID-19, there are surging reports of bias-motivated incidents targeting members of the Asian and Pacific Islander community in the U.S.; and

WHEREAS, COVID-19 is a public health issue, not a racial, religious or ethnic one, and the deliberate use of terms such as “Chinese virus” or “Kung Fu virus” to describe COVID-19 only encourages hate crimes and incidents against Asians and further spreads misinformation at a time when communities should be working together to get through this crisis; and

WHEREAS, the Jewish community has been targeted with blame, hate, antisemitic tropes and conspiracy theories about their creating, spreading and profiting from COVID-19; and

WHEREAS, to target and stigmatize specific communities for the COVID-19 outbreak and world-wide spread creates an inexcusable risk to all community members; and

WHEREAS, it is critical that the Town of Bay Harbor Islands take leadership and stand in solidarity with its Asian and Jewish communities to send a message that discriminatory and hate-motivated behavior or violence will not be tolerated; and

WHEREAS, all persons are encouraged to report any such antisemitic, discriminatory or racist incidents to the proper authorities for investigation; and

WHEREAS, the Mayor and Town Council wish to affirm their commitment to the well-being and safety of its Asian and Jewish community members and ensure they know they are not alone and that the Town of Bay Harbor Islands is committed to ending the spread of all forms of hate and bigotry. .

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

1. The Town of Bay Harbor Islands denounces antisemitism, anti-Asian bigotry and all hateful speech, violent action and the spread of misinformation related to COVID-19 that casts blame, promotes racism or discrimination or harms the Town of Bay Harbor Islands Asian and Pacific Islander, Jewish, immigrant or other communities.
2. The Town of Bay Harbor Islands join cities, counties, and state across the country in affirming its commitment to the safety and well being of all community members, including the Asian and Jewish communities, and in combatting hate crimes targeting Asians, Jews and Pacific Islanders.

3. The Town of Bay Harbor Islands will continue its efforts to protect residents and targets and victims of hate, and to prosecute and curb hate acts relates to COVID-19 in partnership with the Bay Harbor Islands Police Department, the Miami Dade County District Attorney's Office, local nonprofit organizations and other law enforcement partners.

4. The Town of Bay Harbor Islands pledges to support the inalienable rights of all people in our community, who should be treated with respect and must remain safe during this pandemic. We call upon our residents to treat each other with respect.

5. The Town of Bay Harbor Islands, urges residents to join us in calling attention to these harms and denouncing hate to help keep us all safe during this unprecedented pandemic and beyond.

PASSED and ADOPTED this 8th day of June 2020.

STEPHANIE BRUDER
MAYOR

ATTEST:

ALBA L. CHANG, CMC
INTERIM TOWN CLERK

APPROVED AS TO FORM:

FRANK SIMONE, ESQ.
TOWN ATTORNEY

AGENDA ITEM REPORT

June 8, 2020

ITEM NUMBER: 6.

ITEM: Consideration and Approval of a request by Council Member Leonard to purchase a sponsorship package in the amount of \$1,500 to attend the Save Dade 2020 Champions of Equality Event to be held on August 28, 2020. Enclosed is a copy of the event sponsorship packages.

DESCRIPTION:

This year the Save Dade Organization will be hosting the 2020 Champions of Equality Gala to honor those individuals who have significantly advanced equality in South Florida. The Gala will be held on Friday, August 28, 2020 at 7:00 p.m. at the Riverside Wharf. The Foundation has submitted an invoice for the lowest sponsorship package in the amount of \$1,500 which was the same amount approved by Town Council last year.

The \$1,500 sponsorship will provide the following:
* two (2) ticket to the 2020 Champions of Equality Gala
*Tiered logo placement by giving level on event invitation.

Enclosed is a copy of the sponsorship details.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

The Town budgeted a total of \$7,500 for donations to PTA, The Pelican Station and other non-profit organizations.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Save Dade - 2020 Champions of Equality	6/9/2020	\$1,500.00	001.511.0.400049.00		\$7,500.00

Submitted By: Alba Chang, Interim Town Clerk
Jordan W. Leonard, Council Member

ATTACHMENTS

1. Champions of Equality Gala 8-28-20
2. SAVE 2020 Sponsorship Deck COE (small)
3. Invoice - Champions Sponsorship SAVE



CHAMPIONS OF EQUALITY GALA

FRIDAY, AUGUST 28TH AT 7:00 PM

PENTHOUSE AT RIVERSIDE WHARF / 125 SW North River Dr, Miami, FL 33130



save LGBTQ

SPONSORSHIP OPPORTUNITIES



ABOUT SAVE

SAVE is recognized as South Florida's longest serving organization dedicated to protecting people who are lesbian, gay, bisexual, transgender and queer (LGBTQ) against discrimination.

Since 1993, SAVE has advocated for equal rights for persons of all sexual orientations and gender identities. We accomplish this through grassroots action focused on:

Political Advocacy – working to promote local, state, and federal policy change by building community consensus.

Community Outreach – changing hearts and minds by educating the people of South Florida about LGBTQ issues.

Candidate Endorsements – supporting political leaders committed to ending LGBTQ discrimination.

OUR MISSION

SAVE's mission is to promote, protect and defend equality for people in South Florida who are lesbian, gay, bisexual and transgender.

OUR VISION

Our vision is a community where people who are lesbian, gay, bisexual, and transgender have full equality in all facets of life.

OUR VALUES

In carrying out our mission and realizing our vision, we:

- Are accountable to our donors, our volunteers and the LGBTQ community, serving as good stewards of their money, time and civil rights as we work towards the justice we deserve;
- Promote honesty about who we are as individuals and as a

community, and in the face of adversity, set a civil tone in conversations aimed at changing hearts and minds;

- Empower individuals to volunteer to effect change and remain proactive in the defense of their own rights;
- Remain committed to our community and connected to one another; and
- Value effectiveness, and continually self-assess to implement best practices in achieving our goals and measuring our success.

PUSHING FOR EQUAL RIGHTS IN SOUTH FLORIDA AND BEYOND

SAVE and its education arm, the SAVE Foundation, help raise awareness about rights and protections for people of all sexual orientations and gender identities. The SAVE Action PAC endorses local and statewide candidates seeking office who support its goals. Through this process, it educates candidates about the issues affecting the LGBTQ community.





DEAR EQUALITY SUPPORTER,

We invite your organization to support the work of the SAVE Foundation. This year brings with it many challenges and opportunities for our country, state, and local community – and most poignantly, for people of color, women, and the LGBTQ community. Rest assured, we are intensely focused on our mission to promote, protect, and defend equality for people in South Florida who are lesbian, gay, bisexual, and transgender.

In recent years, the LGBTQ movement nationwide and locally has achieved some of its greatest victories, and SAVE has been there every step of the way. From the passage of comprehensive nondiscrimination protections in Miami-Dade County, to SAVE's successful 2014 marriage-equality case in Florida, SAVE has worked tirelessly to push the needle forward toward full equality.

However, in response to these advances, the LGBTQ equality movement has come under some of the fiercest backlashes in its history. Amid widely publicized resistance to marriage equality, SAVE fought back repeated attempts by Florida lawmakers to pass anti-LGBTQ bills during our legislative sessions, including a proposal that would criminalize the use of restrooms by transgender Floridians, as well as another piece of proposed legislation that would legally sanction discrimination against LGBTQ Floridians.

The SAVE Foundation is focused on laying the educational groundwork that leads to equality for the LGBTQ community in South Florida and across the state. The work of the SAVE Foundation includes the groundbreaking and scientifically proven Prejudice Reduction Campaign that engages volunteers to go door-to-door in conservative neighborhoods to reduce anti-LGBTQ prejudice. The Foundation also initiated the Business Equality Network (BEN) that strengthens workplace

policies for the benefit of LGBTQ employees and businesses by creating an environment of fairness and inclusion, which in turn helps businesses thrive.

Enclosed is a list of programs and events that are open to sponsorship this year, as well as the corresponding benefits that can only be realized with your support. Sponsoring the work of SAVE provides significant brand exposure for your organization among South Florida's LGBTQ community – which boasts a purchasing power estimated at \$8 billion and \$700 billion nationwide, according to the market research firm Witeck Communications.

Our sponsorship packages provides a variety of impactful ways by which you may align your brand with the LGBTQ community via the following channels:

- Spotlight in SAVE's monthly newsletter (circ. 20,000+)
- Logo recognition in e-mail newsletter (circ. 20,000+), Facebook page (approx. 12,000 followers/friends), and website (approx. 50,000 hits per month) for 1 year

We look forward to working with you and your team in customizing the best fit for your organization's brand and philanthropic interests.



Orlando

Orlando Gonzales
Executive Director, SAVE

THE SAVE CHAMPIONS OF EQUALITY

ANNUALLY IN MAY/JUNE



SAVE established the Champions of Equality awards reception in 2005 to honor individuals who have significantly advanced the cause of equality for the LGBTQ community in South Florida. This event brings together several hundred political, civic, and community leaders from throughout South Florida who stand for fairness and equality for LGBTQ people.

With much to discuss after more than 25 years of great successes for SAVE and the local LGBTQ community, the 2020 Champions of Equality Awards reception is gearing up to host one of the largest assemblies of luminaries in South Florida. It would be an honor to work with your organization and to position your brand front-and-center before this important gathering of community movers and shakers. We invite your business to sponsor this special evening to pay tribute to the work of the honorees and of SAVE. As a sponsor of the Champions of Equality Awards, your business will have significant brand exposure among many of South Florida's

most influential thought leaders and decision-makers.

Over the years, scores of prominent organizations have proudly sponsored this event including, but not limited to, the AIDS Healthcare Foundation, Akerman, Bacardi, Baptist Health, Bilzin Sumberg, Greenberg Traurig, Holland & Knight, JPMorgan Chase, MetLife, The Miami Dolphins' Football Unites, Morgan Stanley Smith Barney, PortMiami, and White & Case. These organizations have all adopted a modern corporate attitude that truly values the LGBTQ community.

In past years, we have honored and welcomed local and national leaders such as Miami-Dade County Commissioners Rebeca Sosa, Bruno Barreiro, and Sally Heyman; Miami-Dade County Mayor Carlos Gimenez; Miami Beach Mayor Philip Levine; and U.S. Representatives Ileana Ros-Lehtinen, Mark Takano, and Kristen Sinema; as well as reality star Jazz Jennings – and more.



GIVING LEVELS & BENEFITS FOR **THE SAVE CHAMPIONS OF EQUALITY**

ESTIMATED ATTENDANCE: 450 PEOPLE WITH APPROXIMATELY 50+ ELECTED OFFICIALS AND CANDIDATES

DATE: MAY 29, 2020

EQUALITY CHAMPION | \$25,000

- Recognition as Presenting Sponsor on all marketing materials: Sponsor prominently recognized as a Presenting Sponsor on all media releases and marketing materials developed for SAVE's Champions of Equality Awards (palm cards, flyers, invitations, banners, and posters). This includes any television, radio, and print media interviews related to these events.
- Recognition as presenting sponsor on all print ads: Local and regional advertising to support the Champions event.
- Recognition onsite at event: Sponsor logo will be prominently displayed on sponsor boards, a projected video sponsor loop, and brand gobos. Presenting sponsor will also be recognized in remarks on stage during event.
- Recognition as Presenting Sponsor on all e-blasts associated with each event (minimum of six blasts): SAVE has an electronic constituency of more than 50,000 emails across Miami-Dade, Broward, and Monroe Counties.
- Company banner or logo placed on SAVE website for one full year: The web banner will also be hyperlinked to sponsor's website.
- Social media posts to promote event sponsorship: Minimum of 20 boosted posts on Facebook and Twitter.
- Sponsor signage displays: Sponsor signage at multiple locations onsite at event.
- Includes 8 VIP tickets to the event.

EQUALITY ANGEL | \$15,000

- Recognition as the presenting sponsor of one of three Champion of Equality awards (i.e., "The [organization name] Champion of Equality Award")
- Networking opportunity with honorees and sponsors
- Tiered logo placement by giving-level on event invitation, webpage, e-blasts, and projections onsite night of event
- Includes 8 tickets to the event

EQUALITY DEFENDER | \$10,000

- Recognition as the presenting sponsor of the Hall of Champions honor given to an organization or entity in recognition of its contributions towards the LGBT equality movement (i.e., "The [organization name] presents the 2015 Hall of Champions honorees")
- Networking opportunity with honorees and sponsors
- Tiered logo placement by giving level on event invitation, webpage, e-blasts, and projections onsite night of event
- Includes 6 tickets to the event

EQUALITY ADVOCATE | \$5,000

- Networking opportunity with honorees and sponsors
- Tiered logo placement by giving level on event invitation, webpage, e-blasts, and projections onsite night of event
- Includes 4 tickets to the event

EQUALITY ALLY | \$2,500

- Networking opportunity with honorees and sponsors
- Tiered logo placement by giving level on event invitation, webpage, e-blasts, and projections onsite night of event
- Includes 2 tickets to the event



Donna Shalala
U.S. Representative for Florida's 27th congressional district

SAVE SPONSORSHIPS FORM

ALL CONTRIBUTIONS MADE TO SAVE FOUNDATION ARE TAX DEDUCTIBLE

NON-DISCRIMINATION

To build on the mission of SAVE, we will seek sponsors and partners that are committed to creating safe and affirming spaces for the lesbian, gay, bisexual, and transgender community. We work with sponsors to develop a comprehensive non-discrimination policy, that includes protections for sexual orientation and gender identity. Furthermore, we offer our

sponsors LGBTQ cultural competency and sensitivity training to help maintain an inclusive and affirming workplace environment.

Does your company currently have a non-discrimination policy that includes sexual orientation and gender identity?

☐ Yes ☐ No



THE SAVE CHAMPIONS OF EQUALITY

- ☐ Equality Champion (\$25,000) ☐ Equality Angel (\$15,000)
☐ Equality Defender (\$10,000) ☐ Equality Advocate (\$5,000)
☐ Equality Ally (\$2,500)



THE SAVE MIAMI BEACH PRIDE FLOAT OF PRO-EQUALITY ELECTED OFFICIALS

- ☐ Sponsor (\$10,000)
☐ Co-Sponsors (\$5,000)



THE SAVE HALLOWEEN BALL

- ☐ Platinum Ally (\$10,000) ☐ Trailblazer (\$5,000) ☐ Vanguard (\$2,500)
☐ Pioneer (\$1,200) ☐ Innovator (\$2,500)



THE SAVE BUSINESS EQUALITY NETWORK

- ☐ BEN Title Sponsor (\$10,000)
☐ BEN Member Sponsor (\$5,000)



THE SAVE PREJUDICE REDUCTION INITIATIVE

- ☐ Prejudice Reduction Initiative Title Sponsor (\$100,000)
☐ Prejudice Reduction Initiative Community Sponsor (\$50,000)

CONTACT INFORMATION

Company Name (as you want to appear): _____

Contact Person: _____ Title: _____ E-Mail: _____

Phone #: _____ Cell #: _____ Fax #: _____

Address: _____

PAYMENT INFORMATION

☐ Check Enclosed (Payable to SAVE) ☐ Invoice ☐ Visa ☐ MasterCard ☐ American Express

Card Number: _____ Card Verification Code: _____ Exp. Date _____

Signature: _____

Invoice

SAVE Foundation

Date: June 2, 2020

Invoice #: 6062020

To: Mayor Jordan Leonard
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

[illegible]

Make all checks payable to SAVE Foundation

Thank you for your business!

180 NE 29th St, #230, Miami FL 33137

AGENDA ITEM REPORT

June 8, 2020

ITEM NUMBER: 7.

ITEM: **Consideration** and **Approval** of an Inter local Agreement with Miami Dade County which would allow Bay Harbor Islands Police to enforce sections of the Miami Dade County Code, including but not limited to the ability to issue civil violations notices. Enclosed is copy of the proposed agreement.

DESCRIPTION:

Approval of an Interlocal Agreement with Miami-Dade County for the enforcement of Sections 7-1(C), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(B), 21-21, 21-21.2(B), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(B), 21-29.1, 21-31.1, 21-31.2(B)(1), 21-31.2(B)(2), 21-31.4(B), 21-35(D), 21-36, 21-36.1, 21-36.3(C), 21-38(A), 21-51, 21-56, 21-57, 21-81(D), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the Code of Miami-Dade County Through Chapter 8CC of the County Code, which would allow Bay Harbor Islands Police to enforce sections of the County Code, including but not limited to the ability to issue civil violation notices for a term not to exceed three (3) years.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Maythe Martin, Executive Asst. to Town Manager
Marlene Marante Siegel, Interim Town Manager

ATTACHMENTS

1. Interlocal Agreement Between MDC and BHI Re 8CC of the County Code

**INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA**

AND

BAY HARBOR ISLANDS

**ALLOWING BAY HARBOR ISLANDS POLICE TO ENFORCE
SECTIONS 7-1(C), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-
276(B), 21-21, 21-21.2(B), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(B), 21-29.1, 21-
31.1, 21-31.2(B)(1), 21-31.2(B)(2), 21-31.4(B), 21-35(D), 21-36, 21-36.1, 21-36.3(C), 21-38(A),
21-51, 21-56, 21-57, 21-81(D), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, AND
31-105 OF THE CODE OF MIAMI-DADE COUNTY
THROUGH CHAPTER 8CC OF THE COUNTY CODE**

This Interlocal Agreement ("Agreement") is made and entered this 3rd day of March, 2020, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and Bay Harbor Islands (hereafter "PARTICIPATING ENTITY").

WITNESSETH

WHEREAS, a PARTICIPATING ENTITY may enforce within its lawful jurisdiction within Miami-Dade County provisions of the Code of Miami-Dade County (the "County Code") through chapter 8CC of the County Code upon execution and adoption of an interlocal agreement by the COUNTY and the PARTICIPATING ENTITY which contains the sections of the County Code the PARTICIPATING ENTITY wishes to enforce, the job title of the agents or employees of the PARTICIPATING ENTITY authorized to perform the enforcement functions, the amount reimbursable to the COUNTY for administrative costs, the amount of revenue reimbursable to the PARTICIPATING ENTITY from any fine collected, an agreement to indemnify and hold the COUNTY harmless from and against any and all liability, actions and causes of actions relating to the PARTICIPATING ENTITY's enforcement, and a term not to exceed three (3) years; and

WHEREAS, the COUNTY and the PARTICIPATING ENTITY agree that it is in their mutual best interests and the best interests of the PARTICIPATING ENTITY and of the citizens of the COUNTY to have the PARTICIPATING ENTITY enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code, as they may be amended from time to time, through chapter 8CC of the County Code,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with section 8CC-11 of the County Code, the COUNTY and the PARTICIPATING ENTITY covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The PARTICIPATING ENTITY is authorized to enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code (the "Specified Sections"), as they may be amended from time to time, through chapter 8CC of the County Code, including but not limited to the ability to issue civil violation notices under section 8CC-10 of the County Code for violations of the provisions of the Specified Sections, as they may be amended from time to time, within the jurisdiction of the PARTICIPATING ENTITY. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit,

supersede, or remove the independent authority of the COUNTY to enforce the Specified Sections within the jurisdiction of the PARTICIPATING ENTITY.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by section 943.10(1), Florida Statutes that are employed by the PARTICIPATING ENTITY are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this Agreement.

III. AMOUNT REIMBURSABLE TO MIAMI-DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The PARTICIPATING ENTITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as provided in Section I above by paying the administrative fee for civil violation hearings as outlined in Implementing Order 4-33. The PARTICIPATING ENTITY shall also be responsible for reimbursing the COUNTY for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. The billing for the administrative fee and any incurred attorney's fees and costs shall be processed by the Miami-Dade Police Department, and funds shall be payable to the Miami-Dade Police Department within thirty (30) days of receipt of an invoice for such services. Funds received by the Miami-Dade Police Department from the PARTICIPATING ENTITY will be deposited into the Miami-Dade County Diversion Program, except that a portion of the funds received from the PARTICIPATING ENTITY may be used to offset costs incurred by the Miami-Dade Police Department in connection with billing for the above fee and costs.

In addition, the PARTICIPATING ENTITY shall bear all costs relating to any subsequent appeal of the Hearing Officer's decision to the Circuit Court of the Eleventh Judicial Circuit and/or any higher court, and shall be solely responsible for representing the PARTICIPATING ENTITY in any such proceedings.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE PARTICIPATING ENTITY FROM THE FINE COLLECTED

Subject to applicable state law, the Clerk of Courts shall, on a quarterly basis, reimburse to the PARTICIPATING ENTITY the fines collected from the issuance of civil violation notices for violations of the Specified Sections as set forth in section 8CC-10 of the County Code. Prior to the reimbursement, the Clerk of Courts will deduct the Clerk's administrative costs of processing the civil violation notices from the fines collected. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the Clerk shall pay to the COUNTY, and the COUNTY shall keep, the entire processing fee paid by the violator.

V. TERM OF AGREEMENT AND RENEWALS

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period, in order for the PARTICIPATING ENTITY to continue its enforcement efforts, the COUNTY and the PARTICIPATING ENTITY may renew this Agreement for up to three (3) terms of three (3) years each.

VI. PARTICIPATING ENTITY INDEMNIFICATION OF THE COUNTY

Subject to the limitations set forth in section 768.28, Florida Statutes, and all other applicable laws, the PARTICIPATING ENTITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action, or damages of any nature whatsoever, arising from the act, omission, performance, or failure of performance of the PARTICIPATING ENTITY or the PARTICIPATING ENTITY's agents, contractors, servants, and employees relative to the enforcement of the provisions of the Specified Sections pursuant to chapter 8CC of the County Code. The PARTICIPATING ENTITY shall defend the COUNTY in any action, including any action in the name of the COUNTY.

VII. DEFAULT

A. Without limitation, the failure by the PARTICIPATING ENTITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “Participating Entity Default.” If a Participating Entity Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the PARTICIPATING ENTITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give PARTICIPATING ENTITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Participating Entity Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the PARTICIPATING ENTITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY’s satisfaction, then it shall be deemed that no Participating Entity Default shall have occurred under the provisions of this paragraph.

2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “County Default.” If a County Default should occur, the PARTICIPATING ENTITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the PARTICIPATING ENTITY. Provided, however, that the PARTICIPATING ENTITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the PARTICIPATING ENTITY of said default to cure any County Default unless the PARTICIPATING ENTITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the PARTICIPATING ENTITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

VIII. TERMINATION

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the PARTICIPATING ENTITY upon thirty (30) days' written notice.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the PARTICIPATING ENTITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the COUNTY and the PARTICIPATING ENTITY for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

X. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The COUNTY and the PARTICIPATING ENTITY agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the COUNTY and the PARTICIPATING ENTITY as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by both the COUNTY and the PARTICIPATING ENTITY and their authorized representatives.

XI. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

XII. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the COUNTY and the PARTICIPATING ENTITY any rights or remedies under or by reason of this Agreement.

XIII. REPRESENTATION OF THE ENFORCEMENT ENTITY

The PARTICIPATING ENTITY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the PARTICIPATING ENTITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

XIV. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the COUNTY or its designee; and (ii) the COUNTY has the required power and authority to perform this Agreement.

XV. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XVI. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVII. NOTICE

Notices to the PARTICIPATING ENTITY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

J.C. Jimenez, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

with copy to:

Frank C. Simone, Esq.
701 Brickell Avenue, Suite 1550
Miami, Florida 33131

Notices to the COUNTY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Miami-Dade County Mayor
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

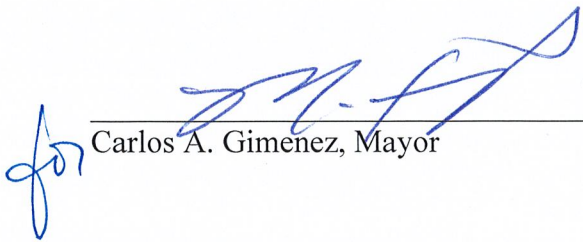
with copy to:

Miami-Dade County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, FL 33128

Or such other respective address as the COUNTY and the PARTICIPATING ENTITY may designate to each other in writing from time to time.

IN WITNESS WHEREOF, the COUNTY and the PARTICIPATING ENTITY hereto have set their hands and seals the day and year first above written.

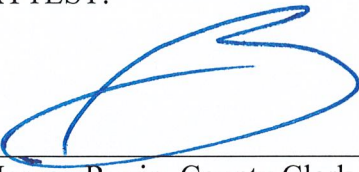
MIAMI-DADE COUNTY

 3/3/2020
Date

for Carlos A. Gimenez, Mayor

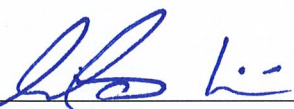
MAURICE L. KEMP
DEPUTY MAYOR
MIAMI-DADE CTY. FL

ATTEST:

 3/3/20
Date
Harvey Ruvin, County Clerk
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:



 2/26/2020
Date
Anita Viciana
Assistant County Attorney
Miami-Dade County, Florida

TOWN OF BAY HARBOR ISLANDS

J.C. Jimenez
Town Manager

ATTEST:

Marlene M. Siegel Town Clerk	Date
---------------------------------	------

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Frank C. Simone
Town Attorney

Date

AGENDA ITEM REPORT

June 8, 2020

ITEM NUMBER: 8.

ITEM: Consideration and Approval by B H Investment, LLC for a temporary sales center for project that will be built on 1135 103rd Street also know as "Onda". The proposed temporary structure would be built just east of the proposed project, to be located at 10301 East Bay Harbor Drive. Enclosed are copies of the request letter, proposed concept of the sales center and other supporting documents.

DESCRIPTION:

The applicant ("B H Investment, LLC) is seeking Town Council approval to construct a temporary sales center for project know as "Onda" located at 1135 103 Street. The sales center would be built on the vacant lot just east of the property, to be located at 10301 East Bay Harbor Drive. The estimated date to launch the operation for the Sales Center is by November of 2020 and plans to maintain the temporary structure throughout the construction process for approximately 24 months.

Enclosed are copies of the request letter, plans and other supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Interim Town Clerk

ATTACHMENTS

1. Temporary Sales Office- LOI for Onda (003)



Neisen O. Kasdin

Akerman LLP
Three Brickell City Centre
98 SE 7th Street, Suite 1100
Miami, FL 33131
Tel: 305 982 5629
neisen.kasdin@akerman.com

May 5, 2020

VIA E-MAIL

Ms. Marlene M. Siegel, CMC
Interim Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

RE: Letter of Intent – Onda Temporary Sales Office

Dear Ms. Siegel,

Akerman LLP represents B H Investment LLC ("BHI" or "Owner"), owner of the property located at 1135 103rd Street (the "Property"), located in the Town of Bay Harbor Islands (the "Town"), on the northern tip of the East Island. As you know, the Planning and Zoning Board approved a project at the Property consisting of an eight (8)-story building with 41 high-end residential units (the "Project" to be known as "Onda").



(Onda project: 1135 103rd Street)

The principals of BHI, Valerio Morabito and Ugo Colombo, are excited to bring their vision to the Town's East Island. Valerio Morabito and Ugo Colombo have developed many of the finest luxury residential properties in South Florida. Most recently, Morabito completed *Beach House 8*, an eight-unit ultra-luxury condominium on the ocean at 37th Street and Collins Avenue. Colombo has developed some of Miami's most highly regarded luxury projects, including *Bristol Tower* and *Santa Maria* on Brickell Avenue, *Porto Vita* in Aventura and *Grovenor House* in Coconut Grove.

A. Temporary sales office: 10301 East Bay Harbor Drive

Owner wishes to create a unique and beautiful sales office on the vacant lot just east of the Property, to be located at 10301 East Bay Harbor Drive (the "Vacant Lot"). The sales center will be curated out of materials which reflect the aesthetics of the proposed Onda project, including natural materials and décor.



(Onda Temporary Sales Office: 10301 East Bay Harbor Drive)

Owner is leasing the land at the Vacant Lot for purposes of constructing the temporary sales office. The owner of the Vacant Lot has consented to this application for the purpose of seeking approval for the temporary sales office, as indicated in the letter enclosed herein as **Exhibit A**. Owner intends to launch the operation of the sales center by November 2020 (approximately 6 months prior to construction), and maintain the temporary structure throughout the construction process. Ideally,

the sales office would be operational for approximately 24 months (approximately through November 2022).

The temporary sales office will have minimal impact to the surrounding area. There will only be three sales agents at the sales office at any given time; and it is estimated that there will be approximately 10 visitors per day to the sales center and most visits will be by appointment only. There are eight (8) proposed parking spaces (including one handicap space), and in the unlikely event that we need additional parking spaces, there is a municipal lot across the street which can accommodate overflow. Therefore, there is no anticipated impact on traffic or parking associated with the temporary sales office.

B. Town Council Approval

Pursuant to Section 5-5(g)(9) of the town code, a temporary sales office requires town council approval. Enclosed herein for your review are the conceptual plans for the temporary sales office, attached as **Exhibit B**.

Please accept this letter, and other enclosed materials as our official request to be heard on the next town council agenda for approval of the Onda temporary sales office. Despite these uncertain times, Owner has invested significantly in the creation of this unique temporary sales office and the project as a whole, and is very much interested in moving forward. We look forward to working with the Town on this important step in the process of creating a successful project. Thank you for your consideration.

Sincerely,

AKERMAN, LLP

Neisen O. Kasdin

Enclosures

cc: Alba Chang, Interim Town Clerk
Frank Simone, Town Attorney
Marissa Amual, Akerman LLP

EXHIBIT A



TWO ROADS
DEVELOPMENT

Daniel G. Hayes, General Counsel & COO
(914) 703-0130 | dhayes@tworoadsre.com

1217 South Flagler Drive, Second Floor
West Palm Beach, Florida 33401-6706

April 30, 2020

Via Email

Ms. Marlene M. Siegel, CMC
Interim Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Re: Lease Agreement dated February 1, 2020, by and between **Bay Harbor North LLC**, as “Landlord”, and **BH Investments LLC**, as “Tenant”

[ONDA Sales Office, 10301 East Bay Harbor Drive, Bay Harbor Islands, Florida 33154-1298]

Dear Ms. Siegel:

I am writing as officer of TRD Bay Harbor LLC, Manager and authorized representative of **Bay Harbor North LLC**, a Delaware limited liability company (formerly known as Congress BHN LLC) (“Bay Harbor North”) and the owner of the property located at 10301 East Bay Harbor Drive, in Bay Harbor Islands, Florida [Folio: 13-2227-001-0800] (the “Property”).

Bay Harbor North has entered into the above-described lease with **BH Investments LLC** (“BHI”), the owner of the property located at 1135 103rd Street, in Bay Harbor Islands, Florida, for the purpose of allowing BHI to construct a temporary sales office at the Property.

Bay Harbor North recognizes that the temporary sales office requires an application and approval by the town council. Please accept this letter as consent by Bay Harbor North to allow BHI to proceed with the application and in seeking approval from the town council for a temporary sales office at the Property.

Please feel free to call or email me directly with any questions or comments the Town may have about this submission or the Property. Thank you for your assistance,

Sincerely,


Daniel G. Hayes
General Counsel & COO

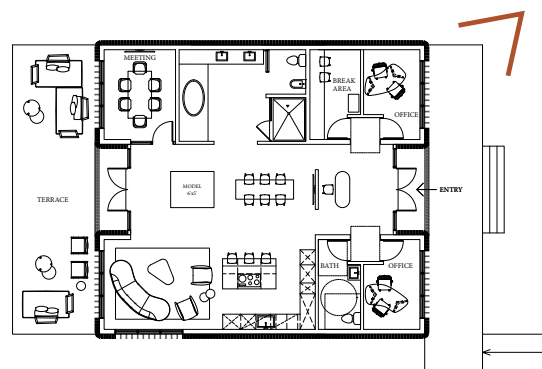
cc: Sara B. Herald, Esq.
E: sherald@bilzin.com

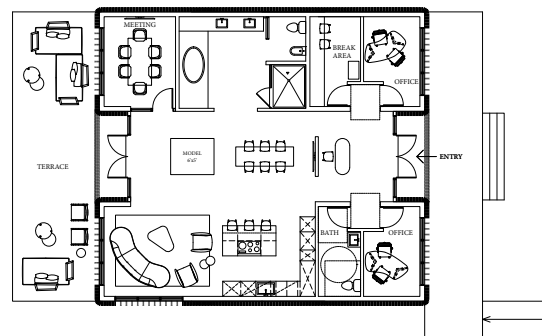
EXHIBIT B



ONDA
sales center







ZONING DATA

PROJECT ADDRESS:
10301 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FL 33154

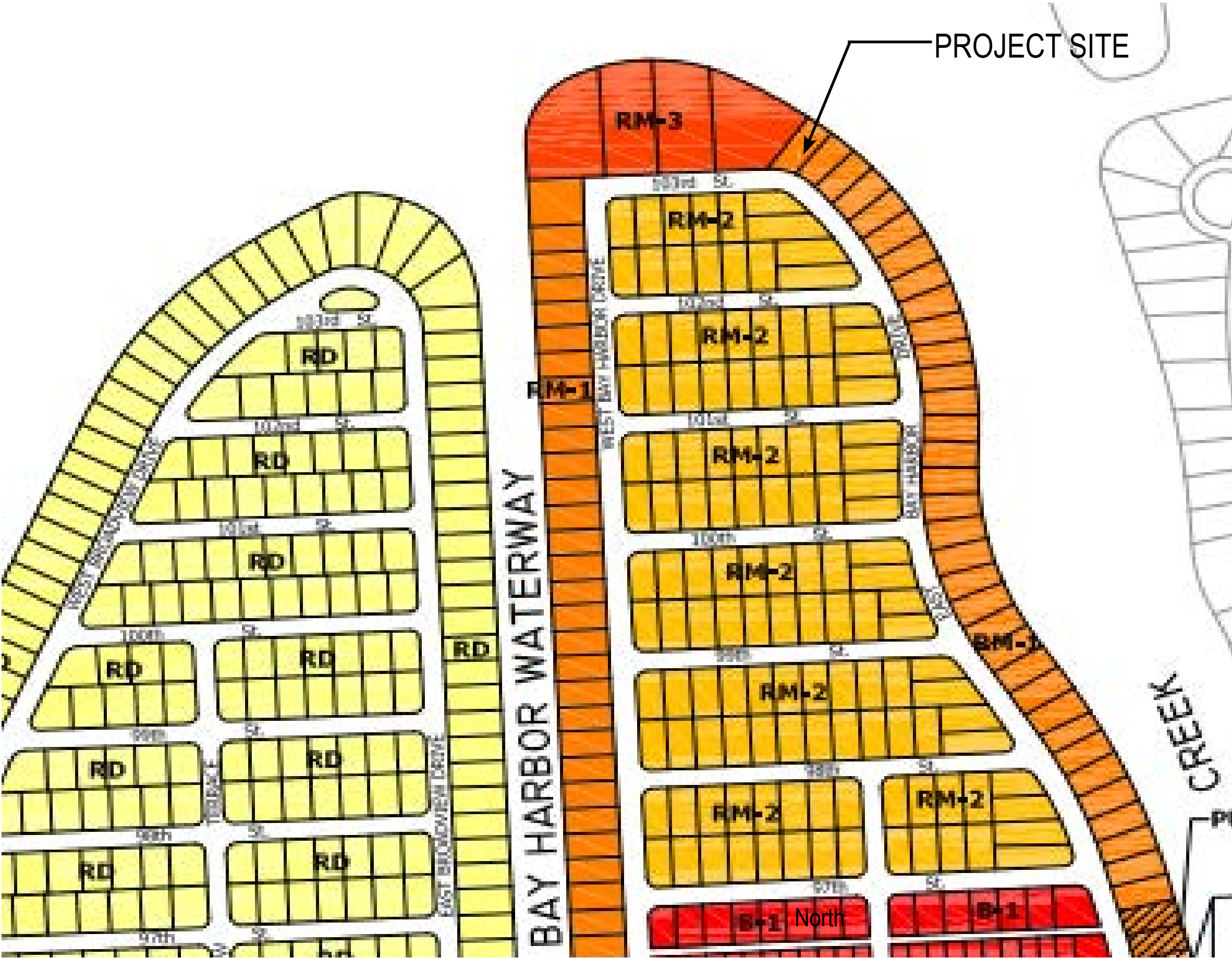
PROPERTY FOLIO NUMBER:
13-2227-001-6770

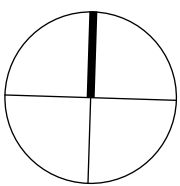
ZONING DISTRICT:
RM-1
LAND USE DESIGNATION
MULTIPLE FAMILY DISTRICT

SURVEY INFORMATION:
PREPARED BY:
JOHN IBARRA & ASSOCIATES, INC.
777 N.W. 72ND. AVENUE STE. 3025,
MIAMI, FL 33126
PH: (305) 262-0400

LEGAL DESCRIPTION (PER SURVEY):
LOT 1, BLOCK 4, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

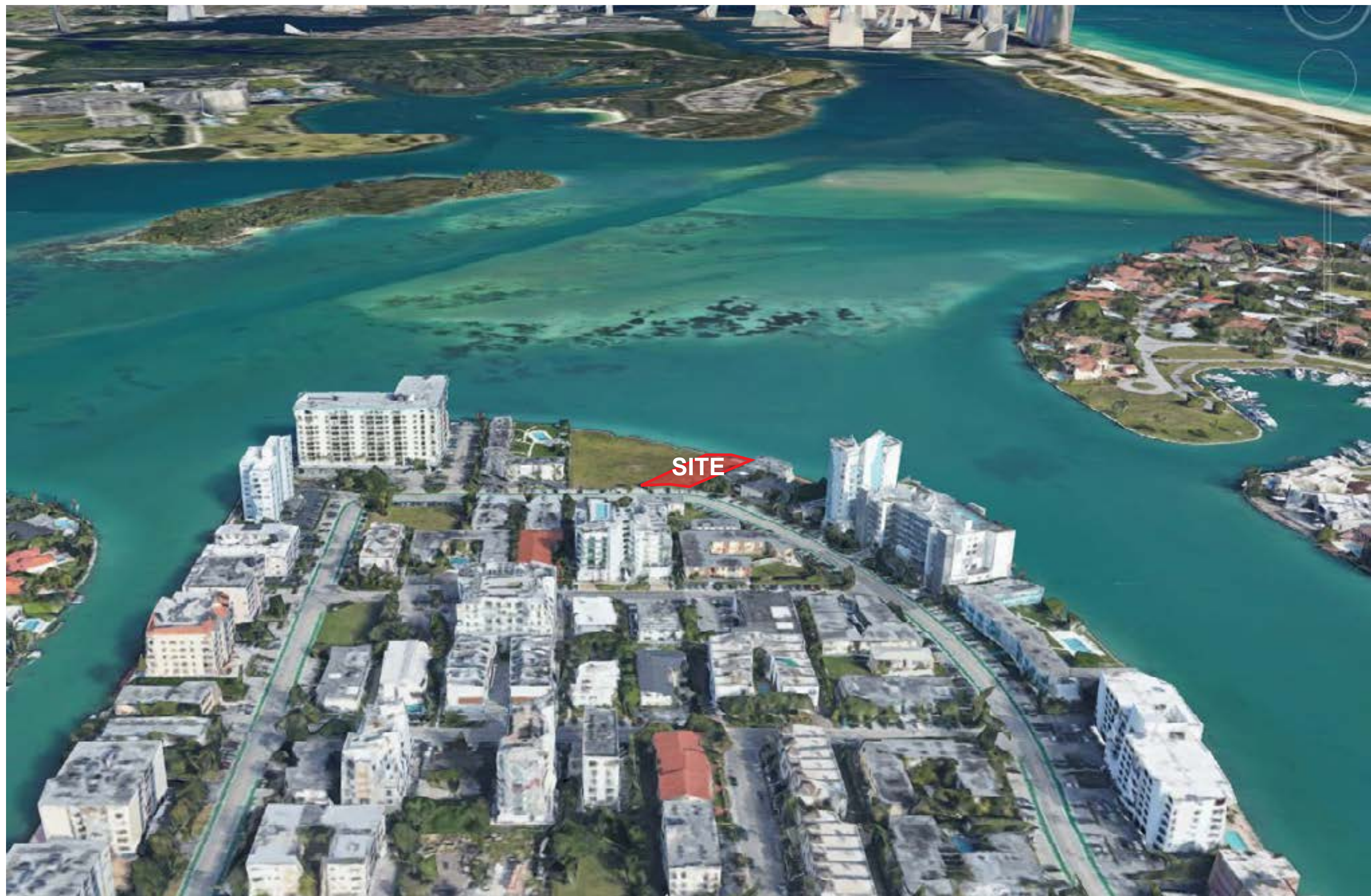
F.E.M.A. FLOOD ZONE INFORMATION (PER SURVEY):
COMMUNITY NUMBER: 120637
PANEL NUMBER: 0144
ZONE AE. +9'-10'
BFE = 10'
FEMA MAP EFFECTIVE DATE: 09/11/2009







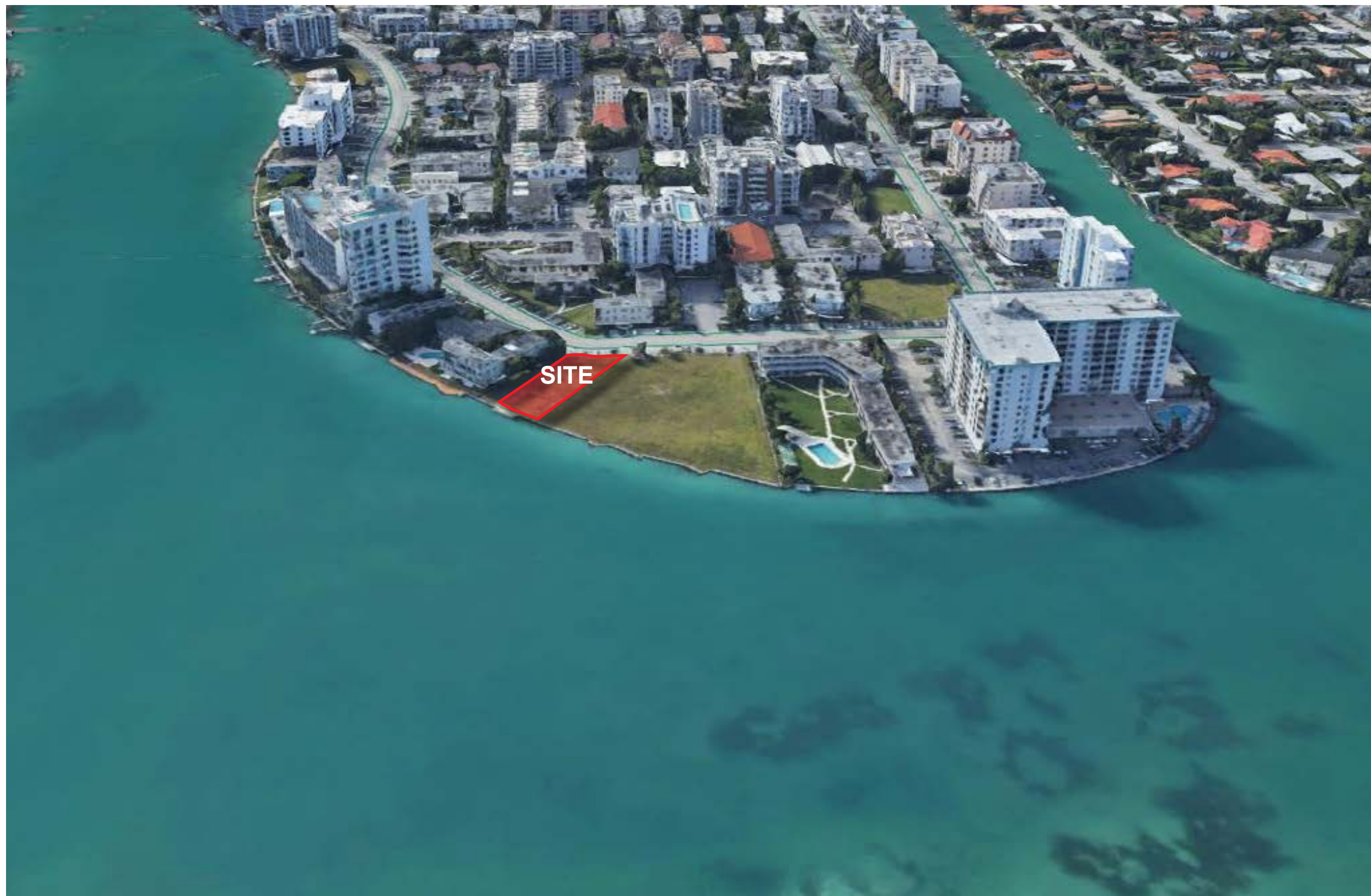
VIEW 01 - LOOKING WEST



VIEW 02 - LOOKING NORTH



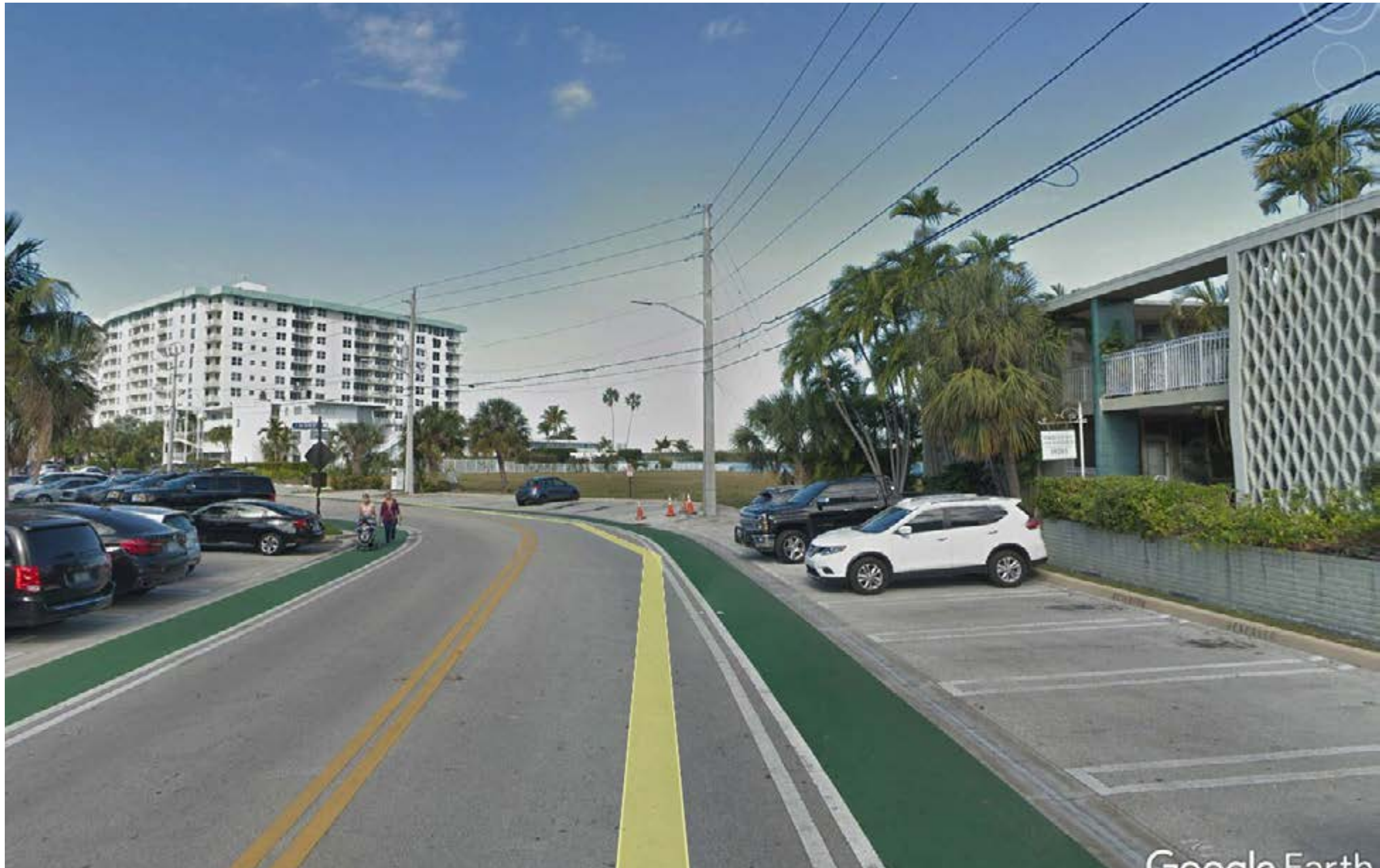
VIEW 03 - LOOKING EAST



VIEW 04 - LOOKING SOUTH



SITE STREET VIEW 01 - FROM SOUTHWEST



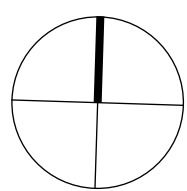
SITE STREET VIEW 02 - SOUTHEAST



SITE VIEW 03 - FROM NORTHWEST (BISCAYNE BAY)

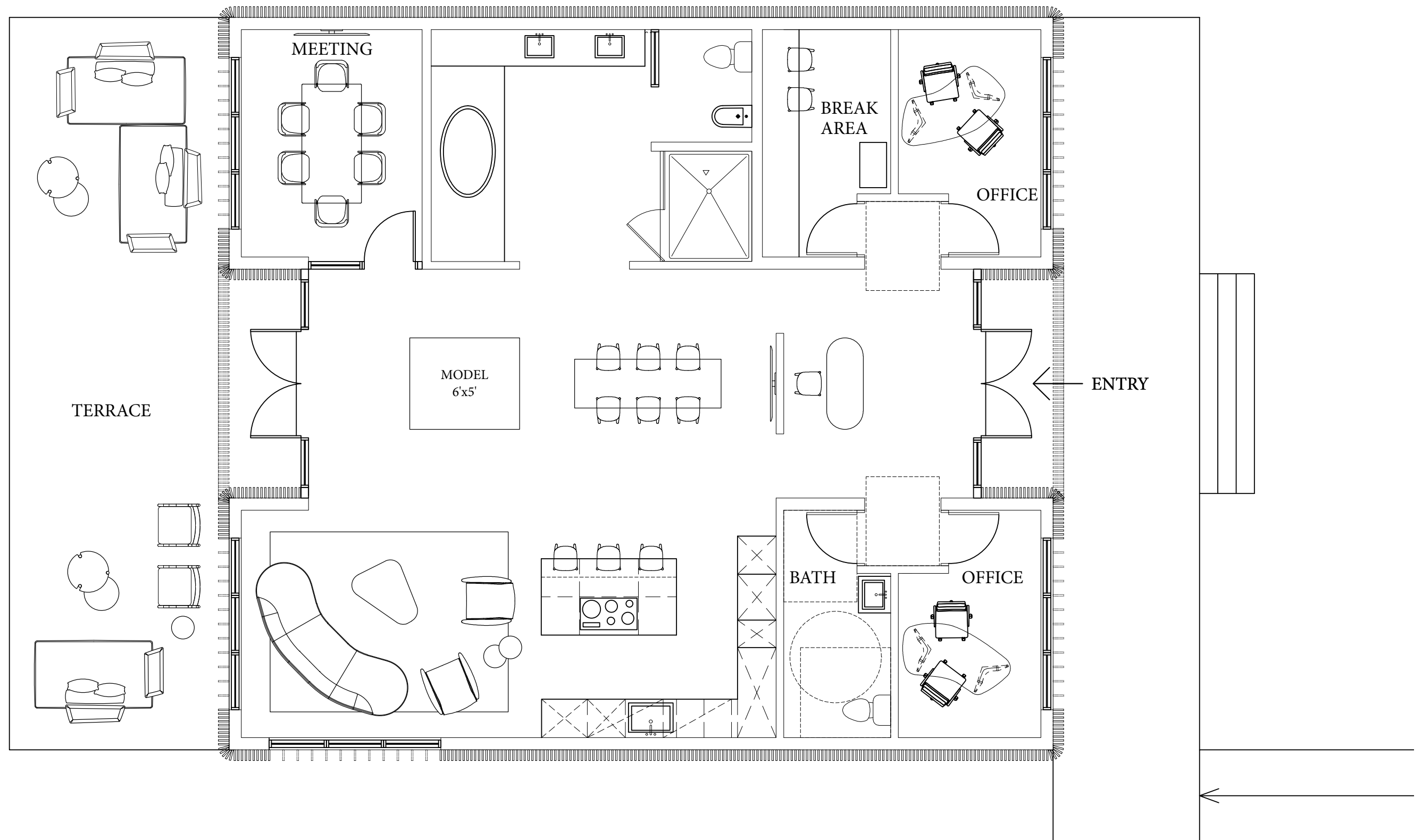


KEY MAP



Finishings&Furniture | Reference images





Plan



Entrance



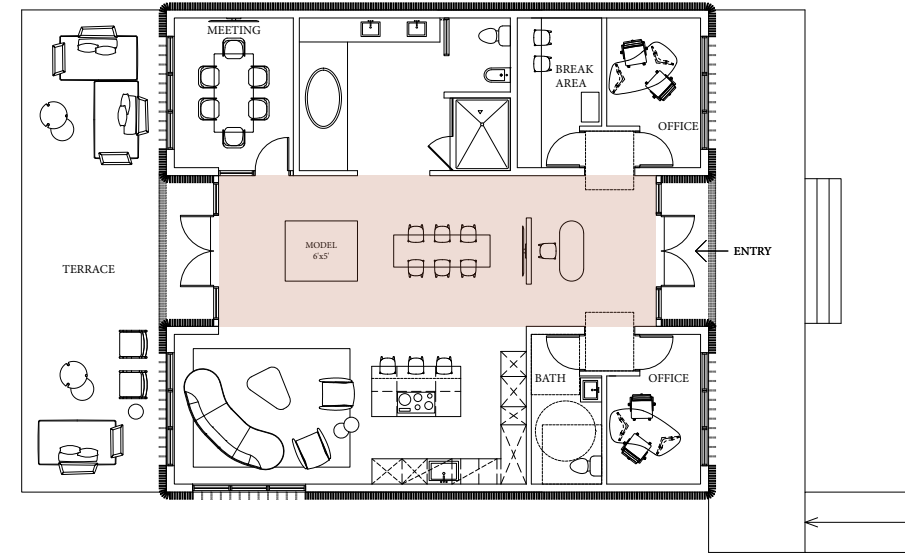
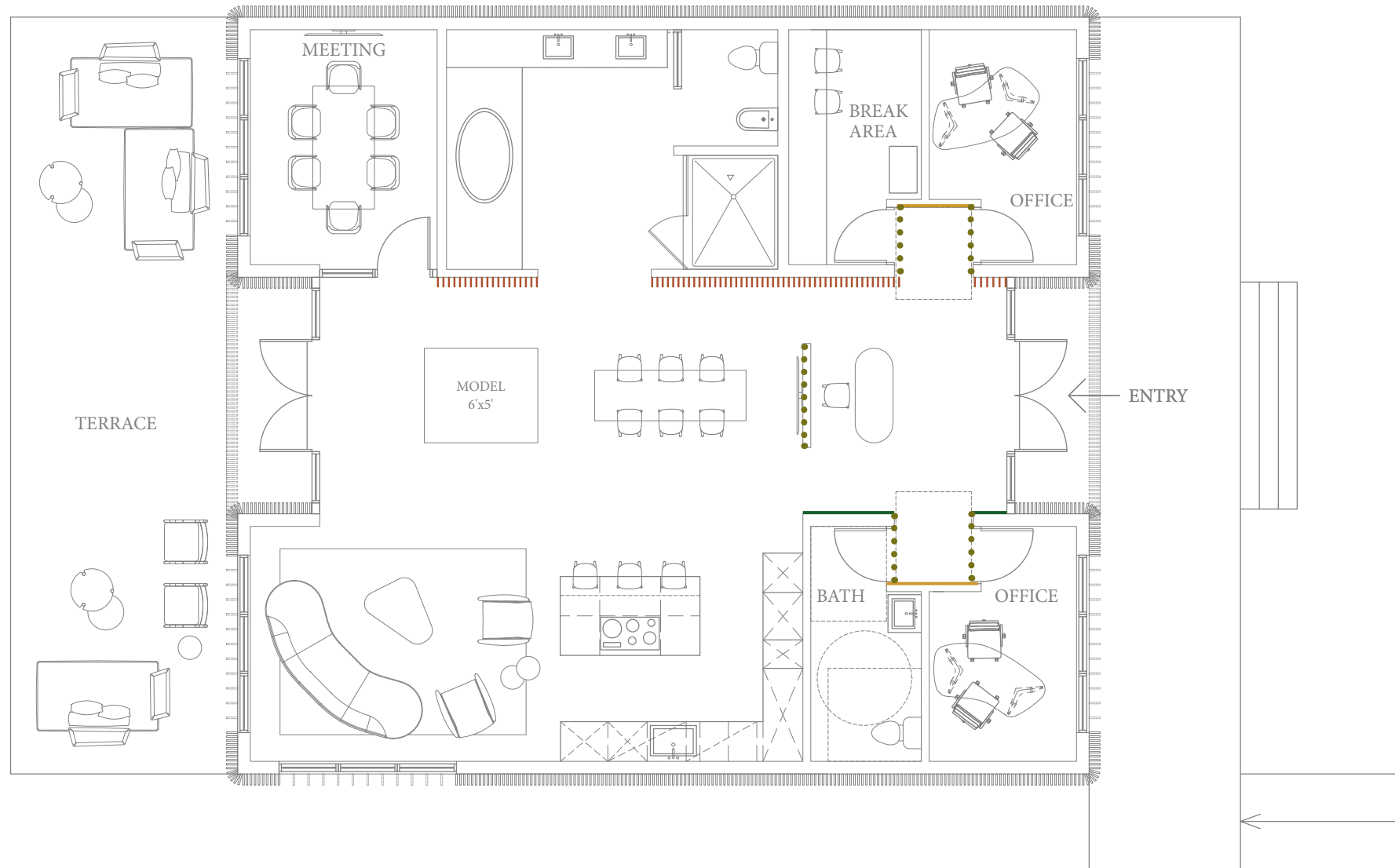
Living room



Model area



Meeting



floor
limestone



wall
wood slats



wall
wood boiserie



wall
plaster



wall detail
plaster metal

PROJECT DATA

ZONING CLASSIFICATION

RM-1

LAND USE DESIGNATION

MULTIPLE FAMILY DISTRICT

LOT AREA

0.2986 ACRES (13,008 SF)

DENSITY ALLOWED:

34 DU/ACRE: 34X0.2986 = 10 UNITS

70 DU/ACRE W/TDR = 80X0.2986 = 21 UNITS

DENSITY PROPOSED:

N/A

SALES CENTER - TEMPORARY BUILDING

SETBACKS:

FRONT/FACING STREET

REQUIRED 20 FT

PROVIDED 76 FT 8 IN

REAR/WATER

REQUIRED 20 FT

PROVIDED 20 FT

SIDE

REQUIRED FROM 0'-30' = 10'-0"

PROVIDED FROM 0'-30'= 17'-9" E & AT 17'-1" W

MAX BUILDING COVERAGE

ALLOWED N/A

PROVIDED 13% Principal Structure Coverage

1,800 SF

BUILDING HEIGHT

1 STORY AT 11'-6" + ROOF PARAPET/STRUCTURE.

GREEN OPEN SPACE

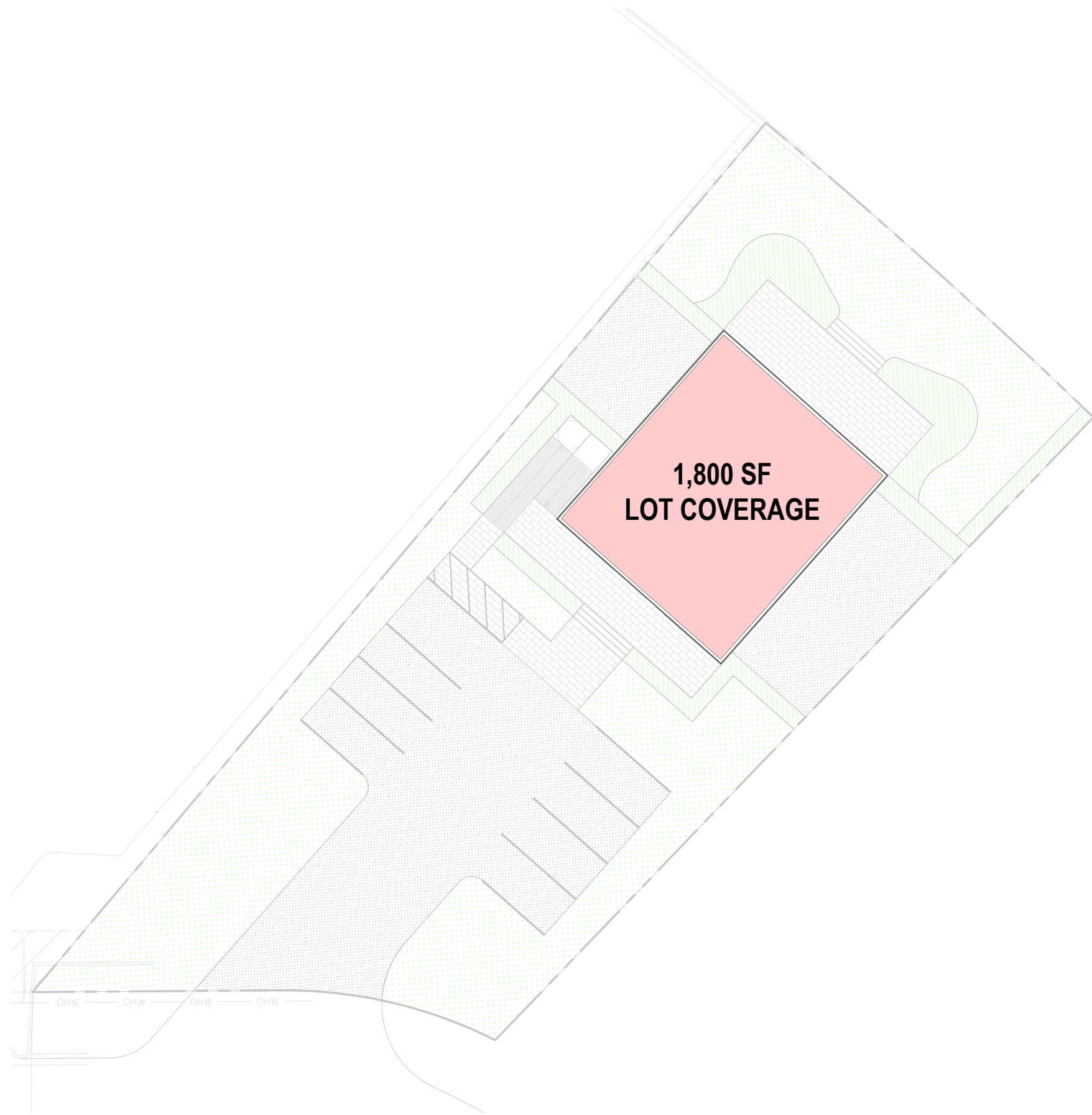
REQUIRED 2,602SF 20% MIN.

PROVIDED 5,691SF 43.75 %

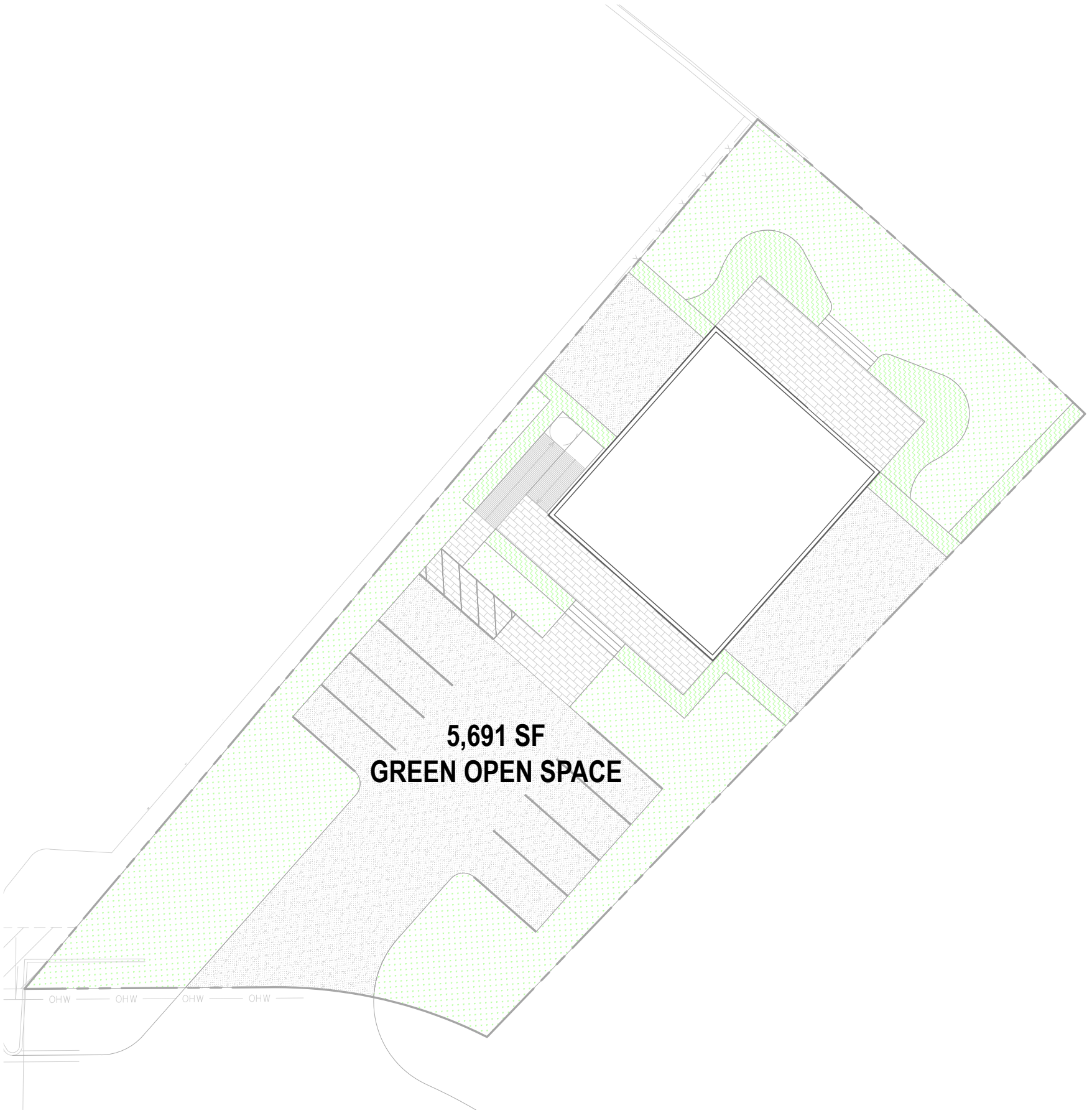
PARKING

REQUIRED N/A

PROVIDED 8 PARKING SPACES



LOT COVERAGE DIAGRAM



OPEN SPACE DIAGRAM





ARQUITECTONICA

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ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands , FL 33154

SOUTH ELEVATION



Scale: 3/32" = 1'

DATE:
04.29.2020

A2-02

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.



ARQUITECTONICA

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ONDA SALES CENTER

10301 E Bay Harbor Dr., Bay Harbor Islands , FL 33154

EAST ELEVATION

0' 10' 20' 30'

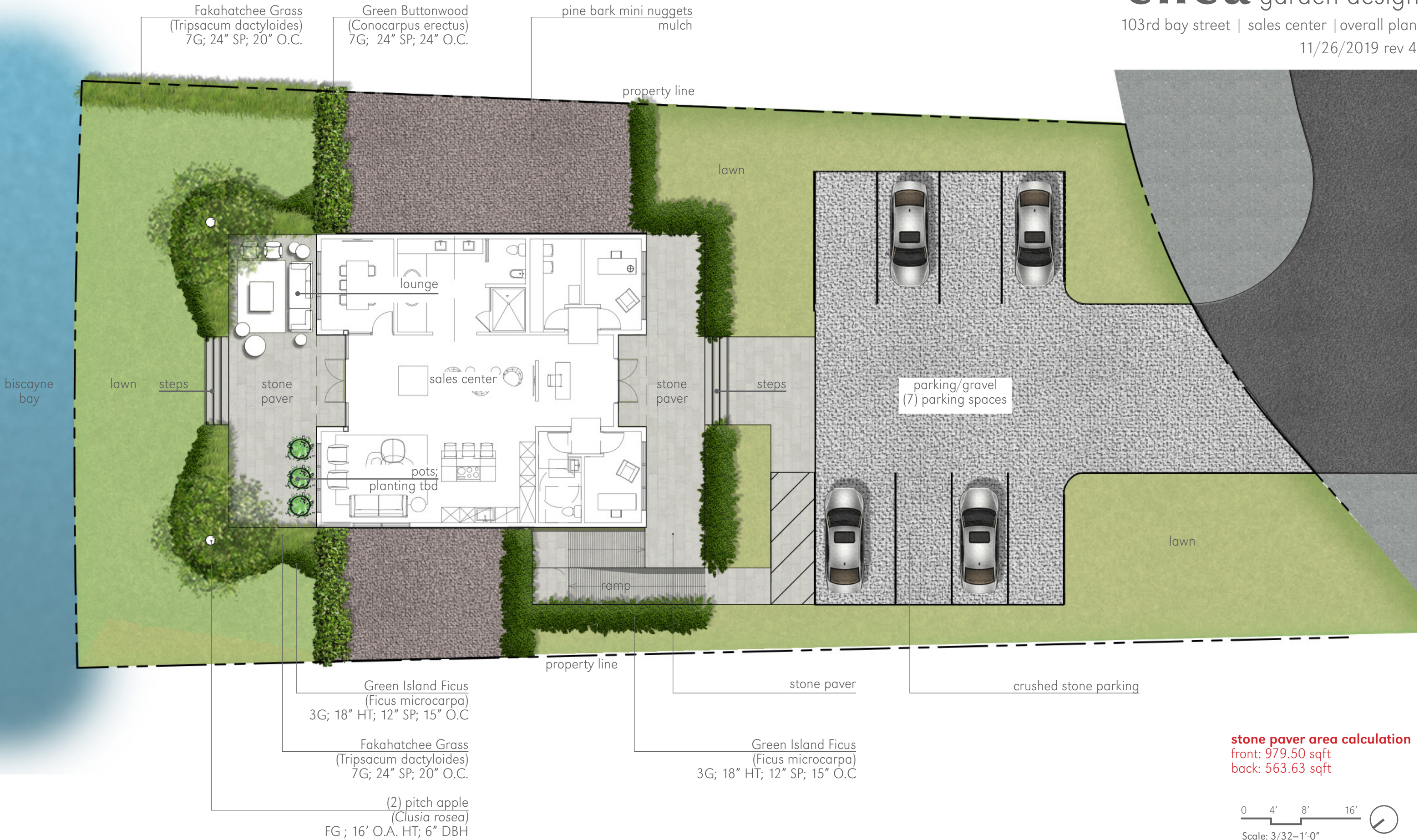
Scale: 3/32" = 1'

DATE:
04.29.2020

A2-03

The data included in this study is conceptual in nature and will continue to be modified throughout the course of the projects development with the eventual integration of structural, MEP and life safety systems. As these are further refined, the numbers will be adjusted accordingly.





AGENDA ITEM REPORT

June 8, 2020

ITEM NUMBER: 9.

ITEM: Consideration and Approval of Change Order #1 and #2 in favor of JVA Engineering in the total amount of \$54,602.90 for work associated with BC 154 Broad Causeway Enhancement Project. Enclosed are copies of the change orders. The Change Order were approved by FDOT and will be reimbursed as part of the grant.

DESCRIPTION:

In 2018, the Town received a federal grant in the amount of \$1,200,000 through the Local Agency Program, which is administered by the Florida Department of Transportation (FDOT) for the Broad Causeway Corridor Enhancement Project. The project is currently undergoing road work as expected. During the construction process, JVA Engineering through KCI Technologies, who is managing this project, submitted recommendations for the following change orders to meet the state road safety requirements:

* Change Order #1 will replace the final lift of structural asphalt and provide consistent friction type pavement in accordance to the Flexible Pavement Manual Design (Table 4.1 of the Friction Course Manual)

* Change Order #2 will mill and resurface 1" of the existing asphalt at the Chevron Gas Station and replace with 1" structural asphalt.

Staff recommends approval of the Change Orders #1 and 2 as it relates to the BC 154 Broad Causeway Enhancement Project. There was a \$100,000 contingency and this will be paid from these funds that will be reimbursed and included in the grant.

Enclosed are copies of request for change orders and supporting documents.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Interim Town Clerk
Marlene Marante Siegel, Interim Town Manager

ATTACHMENTS

1. KCI Change order no. 1 with backup

2. KCI Change order no. 2 with backup



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5835 Blue Lagoon Drive, Suite 303 • Miami, FL 33126 • Phone 305.477.7667

May 19, 2020

To: Maria E. Kunhardt
District Construction Services Manager
FDOT District Six | 1000 NW 111th Avenue Miami, Florida 33172

From: Ramon Llana, E.I.; Senior Construction Engineer 6

Reference: **Town of Bay Harbor Islands – Broad Causeway Corridor Enhancement**
FDOT Project No.: 439906-1
Contract No.: BC-154
FAP: D618-079-B
County: Miami-Dade

Subject: Change Order no. 1 – Replace Final Lift of Structural Asphalt SP-9.5 with FC-9.5.

Maria, attached, please find the C.O. No.1 for the above referenced subject, for your review and approval. The following is a list of the paperwork attached:

1. Executed Change Order no. 1
2. Executed Contractor's submitted price
3. Engineer's Estimate
4. Backup documentation – Statewide Averages

If you have any questions, please do not hesitate to contact me at (786) 516-6478.

CHANGE ORDER NO. 1

Town of Bay Harbor Islands – Broad Causeway Corridor Enhancement

FDOT Project No.: 439906-1

Contract No.: BC-154

FAP: D618-079-B

County: Miami-Dade

This Change Order will authorize the following change to the Contract.

Description of Work:

The proposed final lift of SP-9.5 asphalt shown on the typical sections will be replaced with FC-9.5.

Justification:

Broad Causeway is a barrier island that lies between SR 922 east and west of Broad Causeway. The length of the causeway is approximately 0.42 miles. While the island itself is not on the state highway system, SR 922 is under the Department's jurisdiction. The typical section for SR 922 is generally consistent on both sides of Broad Causeway with two through lanes in each direction and turn lanes at various locations. The typical section also has sidewalk, curb and gutter. Broad Causeway also has two lanes in each direction, no sidewalk and curb and gutter only on the inside adjacent to the varying width grassed median.

The requested change of substituting the second lift of structural course, SP-9.5 with friction course, FC- 9.5 will provide the following benefits:

- Consistency in pavement type throughout the corridor, since the design speed for SR 922 east and west of the causeway and the causeway is 35 mph.
- Per the Flexible Pavement Manual Design Manual, Table 4.1- Friction Course Policy, all state roads with a 35-mph design speed must have friction course as shown below:

Table 4.1 Friction Course Policy

Design Speed (mph)	Two Lane	Multilane
Flush Shoulder Roadways		
≤45	FC-12.5 or FC-9.5	FC-12.5 or FC-9.5
≥50		FC-5
Curbed Roadways		
All	FC-12.5 or FC-9.5	FC-12.5 or FC-9.5

NOTES:

1. Include a friction course on all roads and ramps with a design speed ≥ 35 mph or higher; except for two lane roads having a five-year projected AADT (from the opening year) of 3000 vehicles per day or less.
2. FC-5 should be considered for multilane curbed roadways with design speeds ≥ 50 mph when there is a history of wet weather crashes.

- Placing friction course along the causeway, where increased bicycle traffic will occur as a result of the new bike lane, will provide for a greater degree of safety between vehicles and bicyclists.
- In consultation with the District Six Design Office, we discussed this with the Town of Bay Harbor Islands Public Works Director, Douglas Armstrong and Acting Town Manager, Marlene Siegel and they agreed with replacing the second lift of structural asphalt to friction course.

Total cost of work: \$24,750

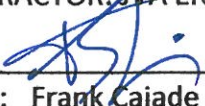
This Change order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Contract.

By Signing below the parties indicate acceptance of this Change Order as set forth herein.

TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation

By: 
Name: Douglas Armstrong
Title: Public Works Director
Date: 05/18/2020

CONTRACTOR: JVA ENGINEERING

By: 
Name: Frank Cajade
Title: Project Manager
Date: 05/18/2020

Florida Department of Transportation

DocuSigned by:

Xiomara Nuñez

Local Program Administrator
5/29/2020 | 11:46 AM EDT



TO:
Attn: Ramon Llana
City of Bay Harbor

PROJECT:
Broad Causeway

Date	Change Order Request
5/6/20	Change in Mix

Labor						
Item	Description	QTY.	UNIT	BURDEN	Unit Price	Total
	Labor					
Subtotal					\$	-
Material Cost						
Item	Description	QTY.	UNIT	Tax	Unit Price	Total
	Labor					
Subtotal					\$	-
Equipment						
Item	Description	QTY.	UNIT		Unit Price	Total
	Equipment					
Subtotal					\$	-
Misc						
Item	Description	QTY.	UNIT		Unit Price	Total
1	Asphalt SP-9.5 (Credit)	750	TN		\$ (138.75)	\$ (104,062.50)
2	Asphalt FC-9.5	750.00	TN		\$ 168.75	\$ 126,562.50
					\$	-
					\$	-
Subtotal					\$	22,500.00

Subtotal \$ 22,500.00

Mark-Up
(10%) \$ 2,250.00

Sub-Subtotal

Mark-Up
(10%) \$ -

TOTAL OF PROPOSED CHANGE REQUEST (ADD)

\$ 24,750.00

TOTAL OF PROPOSED CHANGE TIME REQUEST (ADD)

0 Calendar Day

JVA Eng Contractor
Contractor

Francisco Cayado
Name

Title

Signature

Date

Having received the above, I hereby certify that the best of my knowledge and belief the same reflects adequate values and that the Contractor is entitled to payment as noted above

Owner

Name

Title

Signature

Date

Douglas Armstrong, PWD

10/20



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ENGINEER'S ESTIMATE

For this estimate the Statewide Averages table from 1/1/2010 to 12/31/2019 will be used to find the cost difference between the proposed SP-9.5 call for in the plans and the FC-9.5 replacement.

Superpave Asphalt level C – SP-9.5 = \$100.84 per Ton

Asphalt Concrete FC Traffic C – FC-9.5 = \$142.35 per Ton

The difference in cost = = \$142.35 - \$100.84 = \$41.51 per Ton

From the Plans Summary of Quantities, the total tons for the final lift are 750 Tons.

Cost difference = 750 Tons x \$41.51 per Ton = \$31,132.50

Total cost = Cost difference + 7% Tax + 10% Markup

Engineer's Estimate Total cost = \$31,132.50 + \$2,179.27 + \$3,331.18 = \$36,642.95

Contractor's submitted cost = \$24,750.00

Engineer's Estimate cost \$36,642.95 > Contractor's cost \$24,750.00

Therefore, the Contractor's submitted cost is acceptable.

CESP005 01/27/2020-07.00.01

Page: 4

Florida Department of Transportation
Item Average Unit Cost
From 2019/01/01 to 2019/12/31

Contract Type: CC STATEWIDE
 Displaying: VALID ITEMS WITH HITS
 From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0327 70 18	2	\$10.55	\$34,843.62	3,303.000	SY	N	MILLING EXIST ASPH PAVT, 5 1/2" AVG DEPTH
0327 70 19	34	\$1.45	\$959,659.34	663,532.000	SY	N	MILLING EXIST ASPH PAVT, 3/4" AVG DEPTH
0327 70 20	10	\$3.08	\$1,202,738.38	390,812.000	SY	N	MILLING EXIST ASPH PAVT, 3 3/4" AVG DEPTH
0327 70 22	5	\$2.52	\$507,650.62	201,529.000	SY	N	MILLING EXIST ASPH PAVT, 4 1/4" AVG DEPT
0327 70 23	2	\$8.73	\$22,116.87	2,533.000	SY	N	MILLING EXIST ASPH PAVT, 6" AVG DEPTH
0327 70 26	3	\$5.32	\$479,731.38	90,111.000	SY	N	MILLING EXIST ASPH PAVT, 4 3/4" AVG DEPTH
0327 70 27	2	\$6.63	\$449,603.52	67,849.000	SY	N	MILLING EXIST ASPH PAVT, 5 3/4" AVG DEPTH
0327 70 29	1	\$6.32	\$329,746.00	52,175.000	SY	N	MILLING EXIST ASPH PAVT, 6 1/4" AVG DEPTH
0327 70 32	1	\$10.00	\$7,300.00	730.000	SY	N	MILLING EXIST ASPH PAVT, 8 1/2" AVG DEPTH
0327 70 33	1	\$22.70	\$35,502.80	1,564.000	SY	N	MILLING EXIST ASPH PAVT, 7 3/4" AVG DEPTH
0327 70 34	1	\$40.14	\$7,385.76	184.000	SY	N	MILLING EXIST ASPH PAVT, 8" AVG DEPTH
0327 70 42	1	\$10.11	\$969,397.35	95,885.000	SY	N	MILLING EXIST ASPH PAVT, 7 1/4" AVG DEPT
0334 1 11	18	\$122.91	\$1,565,983.18	12,740.500	TN	N	SUPERPAVE ASPHALTIC CONC, TRAFFIC A
0334 1 12	41	\$93.70	\$24,295,519.37	259,281.400	TN	N	SUPERPAVE ASPHALTIC CONC, TRAFFIC B
0334 1 13	70	\$94.93	\$37,586,301.85	395,941.700	TN	N	SUPERPAVE ASPHALTIC CONC, TRAFFIC C
0334 1 14	22	\$97.24	\$45,976,771.75	472,802.800	TN	N	SUPERPAVE ASPHALTIC CONC, TRAFFIC D
0334 1 52	30	\$111.36	\$18,593,923.24	166,973.800	TN	N	SUPERPAVE ASPH CONC, TRAF B, PG76-22
0334 1 53	70	\$100.84	\$56,763,484.80	562,932.200	TN	N	SUPERPAVE ASPH CONC, TRAF C, PG76-22
0334 1 54	28	\$106.29	\$47,747,035.52	449,233.800	TN	N	SUPERPAVE ASPH CONC, TRAF D, PG76-22
0334 1 55	2	\$120.55	\$945,711.75	7,844.900	TN	N	SUPERPAVE ASPH CONC, TRAF E, PG76-22
0334 1 56	1	\$180.00	\$66,060.00	367.000	TN	N	SUPERPAVE ASPH CONC, TRAF F, HIGH POLYM
0334 1 57	2	\$132.48	\$445,600.00	3,363.500	TN	N	SUPERPAVE ASPH CONC, TRAF G, HIGH POLYM
0334 1 58	4	\$128.37	\$9,221,517.78	71,835.100	TN	N	SUPERPAVE ASPH CONC, TRAF H, HIGH POLYM
0337 7 25	60	\$135.91	\$50,261,146.30	369,802.400	TN	N	SUPERPAVE ASPH CONC, TRAF I, HIGH POLYM
0337 7 26	4	\$153.42	\$2,962,333.20	19,308.100	TN	N	ASPH CONC FC, INC BIT, FC-5, PG76-22
0337 7 80	16	\$117.92	\$5,772,165.45	48,951.600	TN	N	ASPH CONC FC, FC-5, FC-5, HIGH POLYMER
0337 7 81	19	\$126.30	\$9,214,188.63	72,956.600	TN	N	ASPH CONC FC, TRAFFIC B, FC-12.5, PG 76-22
0337 7 82	37	\$142.35	\$12,577,812.19	88,356.600	TN	N	ASPH CONC FC, TRAFFIC C, FC-9.5, PG 76-22
0337 7 83	77	\$111.88	\$39,655,565.72	354,458.400	TN	N	ASPH CONC FC, TRAFFIC D, FC-12.5, PG 76-22
0337 7 85	17	\$122.21	\$6,522,492.53	53,372.100	TN	N	ASPH CONC FC, TRAFFIC E, FC-12.5, PG 76-22
0337 7 88	1	\$250.00	\$38,650.00	154.600	TN	N	ASPH CONC FC, TRAFFIC F, FC-12.5, PG 76-22
0337 7 90	2	\$133.22	\$4,666,722.73	35,029.800	TN	N	ASPH CONC FC, TRAFFIC G, FC-12.5, PG 76-22
0337 7 91	1	\$128.90	\$1,802,434.48	13,983.200	TN	N	ASPH CONC FC, TRAFFIC H, FC-9.5, HIGH POLYM
0337 7 93	4	\$134.92	\$1,282,050.14	9,502.300	TN	N	ASPH CONC FC, TRAF B, FC-12.5, HIGH POLYMER
0337 7 94	1	\$155.84	\$46,674.08	299.500	TN	N	ASPH CONC FC, TRAF C, FC-12.5, HIGH POLYMER
0339 1	117	\$166.41	\$3,319,321.80	19,947.100	TN	N	MISCELLANEOUS ASPHALT PAVEMENT
0350 3 5	2	\$63.60	\$2,974,611.36	46,771.000	SY	N	PLAIN CEMENT CONC PAVT, 8"
0350 3 7	2	\$95.87	\$176,690.00	1,843.000	SY	N	PLAIN CEMENT CONC PAVT, 9"
0350 3 11	2	\$71.59	\$13,984,308.00	195,327.000	SY	N	PLAIN CEMENT CONC PAVT, 11"
0350 3 12	1	\$77.75	\$3,272,342.00	42,088.000	SY	N	PLAIN CEMENT CONC PAVT, 11.5"



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5835 Blue Lagoon Drive, Suite 303 • Miami, FL 33126 • Phone 305.477.7667

May 19, 2020

To: Maria E. Kunhardt
District Construction Services Manager
FDOT District Six | 1000 NW 111th Avenue Miami, Florida 33172

From: Ramon Llana, E.I.; Senior Construction Engineer 6

Reference: **Town of Bay Harbor Islands – Broad Causeway Corridor Enhancement**
FDOT Project No.: 439906-1
Contract No.: BC-154
FAP: D618-079-B
County: Miami-Dade

Subject: Change Order no. 2 – Mill and Resurface 1" of existing asphalt at the Chevron Gas Station and replace with 1" of Structural Asphalt SP-9.5.

Maria, attached, please find the C.O. No.2 for the above referenced subject, for your review and approval. The following is a list of the paperwork attached:

1. Executed Change Order no. 2
2. Executed Contractor's submitted price
3. Engineer's Estimate
4. Backup documentation – Contract unit prices

If you have any questions, please do not hesitate to contact me at (786) 516-6478.

Employee-Owned Since 1988

CHANGE ORDER NO. 2

Town of Bay Harbor Islands – Broad Causeway Corridor Enhancement

FDOT Project No.: 439906-1

Contract No.: BC-154

FAP: D618-079-B

County: Miami-Dade

This Change Order will authorize the following change to the Contract.

Description of Work:

Mill and Resurface 1" of existing asphalt at the Chevron Gas Station and replace it with 1" of Structural Asphalt SP-9.5.

Justification:

The existing Broad Causeway has two lanes in each direction with a variable width median with an existing fuel station that lies at the widest point of the median, within the Town right-of-way. The gas station leases the property from the Town of Bay Harbor Islands. In the westbound direction an existing U turnaround is provided within the existing median that allows vehicles the opportunity to turn eastbound towards the Town of Bay Harbor Islands. However, no such U turnaround is provided in the opposite direction. Meaning eastbound vehicles must travel into the Town of Bay Harbor Islands and turn at the first signalized intersection at East Broadview Drive to make the turnaround. As such a substantial number of vehicles use the gas station to make the U turnaround, since the gas station is accessible from both sides of the causeway. Due to continuous usage by vehicles making the U turn at this location, the asphalt is cracked, has potholes and water ponds within this area. This condition creates a safety hazard for vehicles turning around. By milling and resurfacing this area, the pavement service life will be extended, driving conditions will improve substantially and ponding within the potholes will be eliminated.

Total cost of work: \$29,852.90

This Change order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under this Contract.

By Signing below the parties indicate acceptance of this Change Order as set forth herein.

TOWN OF BAY HARBOR ISLANDS,
a Florida municipal corporation

CONTRACTOR: JVA ENGINEERING

By: 
Name: Douglas Armstrong
Title: Public Works Director
Date: 05/18/2020

By: 
Name: Frank Cajade
Title: Project Manager
Date: 05/18/2020

Florida Department of Transportation

DocuSigned by:

Xiomara Nuñez

5/29/2020 | 12:05 PM EDT

D2C7EE0EF9FA4D7...

Local Program Administrator



TO:
Attn: Ramon Llana
City of Bay Harbor

PROJECT:
Broad Causeway

Date	Change Order Request
5/6/20	Gas Station Asphalt

Labor						
Item	Description	QTY.	UNIT	BURDEN	Unit Price	Total
	Labor					
Subtotal						\$ -
Material Cost						
Item	Description	QTY.	UNIT	Tax	Unit Price	Total
	Labor					
Subtotal						\$ -
Equipment						
Item	Description	QTY.	UNIT		Unit Price	Total
	Equipment					
Subtotal						\$ -
Misc.						
Item	Description	QTY.	UNIT		Unit Price	Total
1	Milling	2114	SY		\$ 3.50	\$ 7,399.00
2	Resurfacing	130.00	TN		\$ 138.00	\$ 17,940.00
						\$ -
						\$ -
Subtotal						\$ 25,339.00

Subtotal \$ 25,339.00

Mark-Up (10%) \$ 2,533.90

Striping Sub \$ 1,800.00

Mark-Up (10%) \$ 180.00

TOTAL OF PROPOSED CHANGE REQUEST (ADD)

\$ 29,852.90

TOTAL OF PROPOSED CHANGE TIME REQUEST (ADD)

2 Calendar Day

JVA Eng Contractor
Contractor

Francisco Cajade
Name

Title

Signature

Date

Having received the above, I hereby certify that the best of my knowledge and belief the same reflects adequate values and that the Contractor is entitled to payment as noted above.

Owner

Name

Title

Signature

Date

DOUGLAS ARMSTRONG, AWD

[Handwritten Signature]



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ENGINEER'S ESTIMATE

For this estimate the Contract prices for both Structural Asphalt and Milling were used.

The description of work is to Mill 1" of existing asphalt (2,114 SY) and Resurface with 1" of Superpave Asphalt level C – SP-9.5 (130 tons), and pavement markings.

1. Milling cost = 2,114 SY x Contract price

Milling cost = 2,114 SY x \$3.75 per SY = \$7,927.50

2. Superpave – SP-9.5= 130 tons x Contract price

Superpave – SP-9.5 Cost = 130 Tons x \$140.72 per Ton = \$18,293.60

3. One-time charge for pavement markings = \$1,800.00

Total cost = (Milling + Superpave + Markings) + 7% Tax + 10% Markup

Total cost = (\$7,927.50 + \$18,293.60 + \$1,800.00) + \$1,961.47 + \$2,998.26

Engineer's estimate total cost = \$32,980.83

Contractor's submitted cost = \$29,852.90

Engineer's Estimate cost \$32,980.83 > Contractor's cost \$29,852.90

Therefore, the Contractor's submitted cost is acceptable.

Pay Items

Pay Item Description	Unit	Plan Quantity	Pay Item Cost	Pay Item Cost Per Unit
1 MAINTENANCE OF TRAFFIC	LS	1	\$ 57,300.00	\$ 57,300.00
2 CLEARING AND GRUBBING	LS	1	\$ 22,300.00	\$ 22,300.00
3 MOBILIZATION	LS	1	\$ 90,800.00	\$ 90,800.00
4 TESTING	LS	1	\$ 33,000.00	\$ 33,000.00
5 ASPHALT REMOVAL	SY	899	\$ 11,057.70	\$ 12.30
6 ADJUST RIM AND MANHOLE TO GRADE	EA	5	\$ 4,500.00	\$ 900.00
7 REPLACE RIM	EA	1	\$ 1,800.00	\$ 1,800.00
8 REGULAR EXCAVATION	CY	2311	\$ 22,532.25	\$ 9.75
9 SUBSOIL EXCAVATION	CY	50	\$ 1,230.00	\$ 24.60
10 MILLING EXISTING ROADWAY 2 INCHES	SY	10389	\$ 38,942.50	\$ 3.75
11 SUPERPAVE ASPHALT CONCRETE 2 INCHES	TN	1479	\$ 208,125.00	\$ 140.72
12 8 LIMEROCK BASE	SY	2503	\$ 62,575.00	\$ 25.00
13 12 STABILIZED SUBGRADE	SY	2503	\$ 18,772.50	\$ 7.50
14 20 STABILIZED SUBGRADE	SY	992	\$ 33,529.60	\$ 33.80
15 RECONSTRUCTION 8 15 LIMEROCK"12 STABILIZED SUBGRADE	SY	287	\$ 17,280.00	\$ 60.21
16 48 HIGH ADA HANDRAIL	LF	320	\$ 175,200.00	\$ 547.50
17 GREEN COLORED THERMOPLASTIC	SY	216	\$ 35,694.00	\$ 165.25
18 ROADWAY RECONSTRUCTION	SY	352	\$ 41,712.00	\$ 118.50
19 SINGLE POST	AS	20	\$ 7,710.00	\$ 385.50
20 SINGLE POST REMOVE	AS	12	\$ 132.00	\$ 11.00
21 SINGLE SIGN REMOVE	AS	6	\$ 66.00	\$ 11.00
22 SINGLE SIGN, F&I	EA	4	\$ 1,320.00	\$ 330.00
23 RETROREFELCTIVE MARKERS WHITE	EA	112	\$ 436.80	\$ 3.90
24 RETROREFELCTIVE MARKERS YELLOW	EA	8	\$ 31.20	\$ 3.90
25 THERMOPLASTIC WHITE SHARE BIKE	EA	22	\$ 12,117.60	\$ 550.80
26 PREFORMED TAPE WHITE MESSAGE	EA	9	\$ 3,870.00	\$ 430.00
27 PREFORMED TAPE WHITE ARROW	EA	9	\$ 3,690.00	\$ 410.00
28 THERMOPLASTIC WHITE 2-4 DOTTED GUIDELINE 6	LF	932	\$ 1,025.20	\$ 1.10
29 THERMOPLASTIC WHITE WHITE, SKIP, 6 (10-30)	LF	3734	\$ 4,107.40	\$ 1.10
30 THERMOPLASTIC WHITE SOLID 6	LF	7601	\$ 8,741.15	\$ 1.15
31 THERMOPLASTIC YELLOW SOLID 6	LF	4371	\$ 5,026.65	\$ 1.15
32 THERMOPLASTIC WHITE SOLID 8	LF	335	\$ 469.00	\$ 1.40
33 THERMOPLASTIC WHITE SOLID 18	LF	57	\$ 245.10	\$ 4.30
34 THERMOPLASTIC YELLOW SOLID 18	LF	11	\$ 47.30	\$ 4.30
35 ROADSIDE FLASHING BEACON	AS	1	\$ 18,300.00	\$ 18,300.00
36 RELOCATE POLE	LS	1	\$ 15,000.00	\$ 15,000.00
37 MODIFY EXISTING IRRIGATION	LS	1	\$ 5,500.00	\$ 5,500.00
38 TURF	SF	22008	\$ 24,208.80	\$ 1.10
Total		Contract	\$ 888,384.75	

AGENDA ITEM REPORT

June 8, 2020

ITEM NUMBER: 10.

ITEM: Consideration and approval to piggyback off of the City of Largo, Florida contract with LMK Pipe Renewal in the amount of \$500,000 for the continuation of sanitary sewer Cured-in-Place Pipe (CIPP) lining. This project will take advantage of a \$250,000 matching grant. Enclosed are copies of the bid documents and other supporting documents.

DESCRIPTION:

The Town has over the past decade, installed Cured-in-Place Pipe (CIPP) liners to sanitary sewer laterals to reduce groundwater infiltration into the sewer system. In order to take advantage of a state grant to match funds up to \$250,000.00, the Town would like to piggyback from a recent similar contract let by the City of Largo, Florida. This package includes a copy of the City of Largo RFP, an analysis of the bid tabulation from the City of Largo, FL to determine low-bidders and establish contract unit pricing for CIPP lateral lining and other tasks, and a breakdown of the bid tabulation using the Town's required quantities to establish a low bidder. Although the City of Largo had several groups of related services to bid on, the Town only required pricing within groups 3 and 5. Groups 1, 2, and 4 were unrelated to the Town's needs. Because of this, a breakdown of the bid tabulation from Largo was also created and included to show which of those contractors bidding on groups 3 and 5 (there were only four) compared, using the Town's estimated quantities for CIPP lining in order to establish the best overall bidder to award this contract. One of the bidders, LMK Pipe Renewal (LMK), the company that has installed all Town of Bay Harbor Islands sewer lateral CIPP liners to date, is the lowest overall responsible bidder. Utilizing these prices, the Town could line between 80 and 100 sewer laterals

LMK has, and continues to utilize, a patented "T-Liner" process which has been applied to all completed sewer laterals in Town to date. Upon inspection, all previously installed CIPP liners by LMK are still free from defects, including groundwater and root infiltration. LMK's proprietary T-Liner process ensures a proper, sealed-gasket connection between the sewer main and each sewer lateral. The sealing process at this critical connection point is something other bidders cannot provide; therefore, it is logical to utilize LMK for the remainder of the ongoing sewer lateral lining project. Attached is a cut sheet showing how T-Liner is utilized to form a truly sealed CIPP connection. In addition, having installed all CIPP liners to date, LMK has a familiarity with the Town's sanitary sewer system and a running knowledge of what has been lined, and the logical progression to line the remaining laterals.

The request for approval of the \$500,000.00 amount breaks down as \$250,000.00 in the 2019-2020 FY budget and a \$250,000.00 matching grant from the State of Florida. The Town requested a grant extension in order to do this project. The grant was approved in 2019.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

The Town has budgeted \$250,000.00 for CIPP lining for the 2019-2020 Fiscal Year and will utilize a \$250,000.00 matching funds grant from the State of Florida to cover the cost of this project.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Sewer Lateral Lining	6/9/2020	\$250,000.00	001.402.400063.000		\$250,000.00

Submitted By: Douglas Armstrong, Assistant Public Works Director
Marlene Marante Siegel, Interim Town Manager

ATTACHMENTS

1. CITY OF LARGO INVITATION TO BID NO 19-B-645
2. LMK BID RESPONSE TO CITY OF LARGO ITB NO 19-B-645
3. CITY OF LARGO BID AWARD TO LMK FOR ITB NO 19-B-645
4. ORIGINAL LARGO BID TABULATION 14MAY20
5. BHI BID TAB COST PER BIDDER 14MAY20
6. CITY OF LARGO AGENDA ITEM FOR APPROVAL ITB NO 19-B-645
7. JVT CUT SHEET FOR MAIN TO LATERAL CONNECTIONS 20MAY20
8. LMK CUT SHEET FOR MAIN TO LATERAL CONNECTIONS 20MAY20
9. LPA0005 - Proposed A1- Amendment- Signed

City of Largo

Pinellas County, Florida

TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Engineering Project Number: 2019-01

Bid Number: 19-B-645



Prepared by

City of Largo
Engineering Services Department

August, 2018

ADDENDUM NO. 1

TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bid No. 19-B-645

Addendum No. 1, dated August 24, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 1" on the envelope in which the proposal is submitted.

Description:

Summary of Work, Scope of Work section, paragraph two, is revised as follows:

The work shall be performed by annual bid, without an estimated or guaranteed quantity of work to be performed. The term of this bid will be from the date of award ~~through September 30, 2020~~ (2016). The City of Largo reserves the right to extend the contract for two additional one year extensions with the approval of the contractor. The quantities identified in the Schedule of Bid Prices are for comparison only. The locations of rehabilitation work will be as directed by the City of Largo designated representative. The City of Largo will issue task orders to the contractor on an as needed basis.

ADDENDUM NO. 2
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
Bid No. 19-B-645

Addendum No. 2, dated September 11, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 2" on the envelope in which the proposal is submitted.

Responses to Bidder's Questions

Question:

Item 1, 8-inch CIPP x 6mm, is the 6mm a finished design or the manufactured design thickness?

Response:

This is the manufactured design thickness.

Question:

Item 7 thru 29 CIPP x ?mm thickness, all liner thicknesses appear to be very thin, all being enough that the thickness variance will be used fully and not just a percentage. Can the design thickness be increased to assumed thickness on these items?

Answer:

The design thickness will be decided on a case by case basis per project location and can be increased by increments of 1.5 mm beyond the initial thickness per pipe diameter as shown on the schedule of bid prices.

Question:

Will all laterals be grouted after reinstatement or only the laterals that are actively leaking?

Response:

All laterals will be grouted after reinstatement.

Question:

Must the bidders bid on every group?

Response:

No. Bidders are only required to bid on the groups of items containing products or services that their company provides. However we request that all bidders submit bids for Group 5 "Common Work Tasks".

Question:

Can we Please be Supplied with the previous bid tabulations to this contract?

Response:

See page A-3 for the bid tabulation to the Trenchless Sanitary Storm Sewer Rehabilitation Bid 16-B-534 awarded in 2016.



PO Box 296
Largo, FL 33779
Largo.com

**CITY COMMISSION
LARGO, FLORIDA
INVITATION FOR BID**

Bid #: 19-B-645

Date: August 15, 2018

Competitive sealed bids will be accepted by the City of Largo Office of Management and Budget, Largo City Hall, located at 201 Highland Avenue, Largo, FL 33770, until

**3:30 p.m., local time
September 18, 2018**

at which time all bids received shall be publicly opened and read aloud in the Office of Management Budget, Largo City Hall, for

TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bids must conform to the Specifications and Instructions to Bidders. Any deviation from the specifications must be shown.

The City reserves the right to reject any or all bids received, to waive any irregularities or informalities. If you are interested in bidding, please complete the Invitation for Bid Form(s) and return to this office by the date indicated. Non-conformance with these instructions is grounds for rejection of bid. Late Bids will be rejected.

Questions of a technical nature should be directed to Rafal Cieslak, P.E. at 727-587-6713, or at rcieslak@largo.com.

Questions concerning this Bid should be directed to Joan Wheaton, Procurement Analyst, Office of Management and Budget at (727) 587-6727.

**BY ORDER OF THE CITY COMMISSION
LARGO, FLORIDA**

Joan Wheaton, Procurement Analyst
Office of Management and Budget

**Please indicate BID number
on your response envelope.**

**BID and ADDENDUM DOCUMENTS CAN BE DOWNLOADED FROM
www.demandstar.com or THE CITY WEBSITE www.largo.com**

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**CITY OF LARGO, FLORIDA
INSTRUCTIONS TO BIDDERS**

1. Scope

The instructions to bidders and general conditions described herein apply to transactions on material, supplies or services with an estimated aggregate cost of \$50,000 or more.

2. Definitions (as used herein)

- a. The term "Invitation For Bid" means a solicitation of formal sealed bids. The acronym "IFB" means Invitation For Bid.
- b. The term "bid" means the offer as a price by the bidder.
- c. The term "bidder" means the offerer.
- d. The term "Change Order" means a written order signed by the Assistant City Manager or authorized representative directing the vendor to make changes to a contract or purchase order resulting from the IFB.
- e. The term "City" means the City of Largo, Florida.
- f. The term "City Commission" means the governing body of the City of Largo.

3. Preparation of Bids

- a. Bidders are expected to examine the specifications, drawings, and all special and general conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract document, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- b. The apparent silence of any supplemental specifications as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.
- c. Bids shall be submitted on the Bid Form furnished with the specifications, other forms may be rejected. Unless otherwise stated within the specifications, **responses to the IFB should be submitted in DUPLICATE** for bid evaluation purposes.
- d. Each bidder shall furnish the information required by the IFB. The bidder shall sign the IFB and print or type his name, address, and telephone number on the face page and on each continuation sheet thereof on which he makes an entry.
- e. Unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each item offered. In case of discrepancy between the unit price and extended price, the unit price will be presumed correct.

- f. The bidders must state a definite time for delivery of supplies or performance of services.
- g. Additional or alternate bids, unless specifically requested, will not be accepted. Vendors are urged to inspect their product lines and select one item that will meet or exceed the specifications as given and submit only one bid.
- h. The bidder should retain a copy of all bid documents for future reference.
- i. All bids must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his/her signature.

4. Submission and Receipt of Bids

- a. Bids must be received at or before the specified time of opening as designated in the IFB. Bidders are welcome to attend bid opening; however, no award of bid will be made at this time. A bid tabulation will be furnished, upon request.
- b. Bids shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of bids, the bid number, and the name and address of the bidder.
- c. The City of Largo is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a bid can be considered. Late bids will be rejected.
- d. Telegraph bids will not be considered; however, bids may be modified by telegraphic notice, provided such notices are received prior to the hour and date specified on the bid. Bids submitted by telephone or FAX will not be accepted.
- e. Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, vendor(s) will be notified to remove samples, at their expense, within thirty (30) days after notification. Failure to remove the samples will result in the samples becoming the property of the City.
- f. Failure to follow these procedures is cause for rejection of bid.
- g. Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- h. The City reserves the right to reject any or all bids received, to waive any irregularities in the bids received, or to accept the bid which best serves the interest of the City of Largo.
- i. Overnight and express mail should not be addressed to the PO Box.

5. Acceptance of Offer

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the City of a Purchase Order, Blanket Purchase Order, or other contractual document.

6. Clarification and Addenda

Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Bid shall be made through the City of Largo Office of Management and Budget. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, and additional information can be given. If any addenda are issued to this Bid, the City will attempt to notify all prospective Bidders who have secured same; however, it shall be the responsibility of each Bidder, prior to submitting the Bid, to check the City web site or contact the City of Largo Office of Management and Budget at (727) 587-6727, to determine if addenda were issued and to make such addenda a part of the Invitation to Bid.

7. Firm Prices

The bidder warrants that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the IFB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

8. Fiscal Non-Funding Clause

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

9. Estimated Quantities

Whenever a bid requests prices to be firm for the period of performance, the quantities or usages shown are estimated only with no guarantee made by the City that these quantities shall be purchased. The quantities shown are for the bidders' information only, and the City shall be bound only for actual quantities ordered.

10. F.O.B. Largo, Florida

Unless otherwise specified in the IFB, all prices quoted by the bidder must be F.O.B. Largo, Florida with all delivery costs and charges included in the bid price. Failure to do so may cause rejection of bid.

11. Discounts

Cash discounts of two percent (2%) will be considered in determining the award. Unless otherwise specified, discounts offering 10 days or more will be taken by the City's Finance Department, with payment being made on the nearest 10th or 25th of the month subsequent to receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

12. Award

The contract or purchase order shall be awarded by appropriate written notice to the qualified, responsible and responsive bidder whose bid best meets the requirements and criteria set forth in the IFB and as follows:

- a. The ability, capacity and skill of bidder to perform the contract or provide the service required;

- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service;
- i. The number and scope of conditions attached to the bid.
- j. The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request re-bids on the material described in the IFB.
- k. The City also reserves the right to award the contract on such material as the City deems will best serve its interests.
- l. The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified.
- m. The City reserves the right to terminate the contract with thirty (30) days written notice of intent.

13. Brand Names

If and wherever in the specifications of brand names, make, name of any manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other competitors' brands or makes, the phrase OR EQUAL is added. However, if a product other than the specified is bid, it is the bidder's responsibility to identify such product in his bid and he must prove to the City that said product is equal to or better than the product specified. Unless otherwise specified, evidence in the form of samples may be requested if the brand being bid is other than specified by the City. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than four days after formal request is made.

14. Variations of Specifications

For purposes of bid evaluation, the bidder must indicate any variances from our specifications and/or conditions, no matter how slight. Any deviation from specifications

must be explained in complete detail, including any drawings, engineering explanations and effect upon the costs.

If variations are not stated in the bid, it will be assumed that the product or service fully complies with the City's specifications.

15. Material Quality

All materials used in the manufacture or construction of supplies, materials or equipment purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours at no charge to the City.

16. Acceptance of Material

The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein, and be fully in accord with specification and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specification, the City reserves the right to cancel the order upon written notice to the bidder and return product to bidder at the bidder's expense. The City reserves the right to request that the bidder(s) provide a demonstration unit and/or presentation prior to award.

17. Timely Delivery

Time will be of the essence for any orders placed as a result of this bid. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid form.

18. Price Changes Re Contracts

If this IFB is for an estimated quantity of supplies, etc., versus purchase of a specific quantity of articles or service, consideration in awarding bid for yearly contracts will be given:

First to bidder offering firm prices for full contract period; and,
Second to bidder offering firm prices subject to market price reduction.

19. City Indemnification RE: Patent & Copyright

The Vendor, in accepting this order, agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment therefor by the City.

20. Conflict of Interest

The bidder certifies that, to the best of his knowledge or belief, no elected/appointed official or employee of the City of Largo, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this bid. Financial interest includes ownership of more than five percent of the

total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the bid or of any subcontractor or supplier thereof providing goods or services in excess of ten percent of the total bid amount.

Additionally, the bidder, on company letterhead, must divulge at the time of bid submittal, any relative, other than those already specified, of an elected /appointed official or employee of the City of Largo who has a financial interest, as defined herein, in providing the goods or services specified in the bid. The City, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the bid.

21. Public Entity Crime

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 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 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.

22. Options

When the City requests bids with options regarding the extent of services to be provided, the City requests that all bidders provide a cost breakdown for each option proposed. Although all options may be purchased, some may not. The City reserves the right to decide, at its discretion, which options shall be purchased.

Award will be made group by group or in the aggregate, whichever is in the best interest of the City of Largo. During the evaluation, vendors may be required to furnish price sheets their quotes are based on. The City also reserves the right to engage more than one firm, if it is believed that different firms might best serve the City's interests in performing different segments of a particular job.

23. Subcontracting

Where proposers do not have the "in-house" capability to perform work desired, or to provide a product as specified, in the Bid, subcontracting may be permitted with prior knowledge and approval of the City. The City must be assured and agree that any proposed subcontractor(s) can perform the work or provide the product at the desired quality and in a timely manner. Therefore, the name of any intended subcontractor(s) should be identified in the bid.

24. Taxes

The City of Largo is exempt from local, state, federal or transportation taxes, except excise tax on lubricants and batteries in accordance with Chapter 88-393, Laws of Florida, effective October 1, 1988. Exemption certificates will be provided upon request.

25. Failure to Bid

If any vendor does not wish to bid, the Statement of No Bid must be returned. Otherwise, the vendor's name will be removed from the City's mailing list after three "No Bids".

26. Additional Information

The apparent low bidder may be required to submit to the City within twenty-four (24) hours of bid opening the following documents:

- Most recent financial statements of the company;
- A list of equipment owned;
- A list of references which may be immediately contacted.

27. Manufacturer's Certification

The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or default termination of contract for which the bidder must bear full liability.

28. Default of Contract

In case of default by the bidder or contractor, the City may procure the items or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

29. Modification for Changes

No agreement or understanding to modify this IFB and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Assistant City Manager or authorized representative of the City of Largo.

30. Order or Precedence

In the event of an inconsistency between provisions of the IFB, the inconsistency shall be resolved by giving precedence in the following order:

- a. The schedule;
- b. Special provisions;
- c. Instructions to Bidders and General Instructions;
- d. Other provisions of the contract, whether incorporated by reference or otherwise; and
- e. The specifications.

31. Examination of Records

The bidder shall keep adequate records and supporting documentation applicable to the subject matter of this bid to include, but not be limited to, records of costs, time worked, working papers and/or accumulations of data, criteria or standards by which findings or data are measured, and dates/times of pick-up or delivery. Said records and documentation shall be retained by the bidder for a minimum of one (1) year from the date the bid is completed and accepted by the City. If any litigation, claim, or audit is started before the expiration of the one (1) year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved. Should any questions arise concerning this bid the City and its authorized agents shall have the right to

review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Bidders shall be authorized to retain electronic copies in lieu of original records, if they so desire.

Any subcontractor(s) employed by a bidder who is subject to these requirements shall be subject to these requirements and the bidder is required to so notify any such subcontractor(s).

32. Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any item delivered to the City resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosion, and reactivity;
 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
 3. The primary routes of entry and symptoms of overexposure.
- c. 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 over-exposure.
- d. The emergency procedure for spills, fire, disposal, and first aid.
- e. 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.
- f. 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 these requirements should be directed to: Risk and Safety Manager, (727) 587-6774.

33. Safety Clause

Any and all work originated from this bid must comply with all applicable safety laws based on any City, County, State and/or Federal regulations.

34. Hold Harmless

The parties recognize that the Contractor/Vendor is an independent contractor. The Contractor/Vendor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or

enforcement of the terms and conditions of this Agreement, Invitation for Bid or Request for Proposal, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys excluding only the sole negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys. The Contractor's/Vendor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor/Vendor against the City and the Contractor/Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

35. Qualification of Bidders

A bidder may be required, before the award of any contract, to show to the complete satisfaction of the City that he has the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

36. Disqualification of Bidders

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the bidders, and participants in such collusion will not be considered in future proposals for the same work.

37. Licenses and Permits

The Contractor shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the City of Largo. The Contractor must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

38. Vendor Site Inspection and Evaluation

The City reserves the right to inspect the vendor's site prior to award or at any reasonable time throughout the contract period.

39. Applicable Law and Venue

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division; for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

40. Provisions for Other Agencies

Unless otherwise stipulated by the bidder, the bidder agrees to make available to the Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under the proposal.

41. Request for Information

Information may be obtained from the Office of Management and Budget, (727) 587-6727, or from the individual listed on the IFB cover letter.

**CITY OF LARGO, FLORIDA
SPECIAL CONDITIONS
FOR
BID # 19-B-645**

1. Intent

In accordance with the enclosed specifications, it is the intent of the City of Largo to receive bid proposals for TRENCHLESS SANITARY AND STORM SEWER REHABILITATION.

2. Manufacturer's Reference

Any such references, by brand or trade name or catalog number, are used for the purpose of describing the establishing general quality and performance levels. Unless otherwise stated in the bid section, consideration will be given for any product which meets or exceeds the quality of performance of the specification.

Vendors are required to state exactly what they intend to furnish as provided in the proposal section, otherwise they shall be required to furnish the item as specified.

3. Warranty

Failure by a manufacturer's authorized dealer to render proper warranty service/adjustments including providing a copy of the warranty work order to the City, shall subject that dealer to suspension from the City's approved vendor listing until satisfactory evidence of correction is presented to the Office of Management and Budget. Payment will not be withheld pending warranty repairs and adjustments.

4. Acceptance

Delivery of equipment does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the item meets specifications and conditions listed herein. Should the delivered equipment differ in any respect from specifications payment will be withheld until such time as the vendor takes necessary corrective action. If the proposed corrective action is not acceptable, the Office of Management and Budget may authorize recipient to refuse final acceptance of the time, in which case the item shall remain the property of the vendor and the City shall not be liable for payment for any portion thereof.

5. Delivery

Bidders are cautioned that when stating delivery time, they are required to be as realistic as possible. as failure to deliver at stated may result in their removal from the City's bid list.

6. Performance Evaluation: Equipment and Vendor

All equipment supplied to the City of Largo under any purchase order awarded as a result of this Invitation for Bid must be fully operational at the time of delivery, and complete with the specified options, attachments and accessories. Upon delivery, the equipment must perform at a level of effectiveness that would be reasonably expected from comparable unit in the same applications; failure of the equipment to perform acceptably will result in its return to the bidder without any obligation for payment.

7. Vendor Site Inspection and Evaluation

The City reserves the right to inspect the vendor's site prior to award or at any reasonable time throughout the contract period.

8. Invoices

Invoice copies (one original and one copy) shall be mailed to: City of Largo, Engineering Services Department, P.O. Box 296, Largo, Florida 33779-0296.

9. F.O.B. Point

All prices quoted shall be F.O.B. destination with all delivery costs and charges included in the bid price.

10. Rejection of Delivery

The City reserves the right to refuse delivery of any product which does not meet Federal, State or the specified safety standard. The City reserves the right to cancel any such item(s) on purchase orders and obtain such items from another source, when such items have not been delivered within a reasonable period of time as compared to the time stated in this bid.

11. Period of Contract

Contract shall be for a period of two years effective the date of award.

12. Option of Renewal

The contract may be renewed for two additional one year periods by mutual agreement only if all prices, terms, and conditions remain the same.

**CITY OF LARGO, FLORIDA
SPECIFICATIONS
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID # 19-B-645**

**TECHNICAL SPECIFICATIONS AND DETAILS ARE INCLUDED
IN THE "ATTACHMENTS" SECTION OF THIS DOCUMENT**

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Bidder will complete the Work for the following prices:

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
Group 1	Cured-In-Place Pipe (CIPP) Main Line Lining				
1	8 in. x 6 mm CIPP	35,000	LF		
2	Cost for each 1.5 mm Increase in Thickness of 8 in. Liner	15,000	LF		
3	10 in. x 6 mm CIPP	7,500	LF		
4	Cost for each 1.5 mm Increase in Thickness of 10 in. Liner	5,000	LF		
5	12 in. x 6 mm CIPP	2,500	LF		
6	Cost for each 1.5 mm Increase in Thickness of 12 in. Liner	1,500	LF		
7	15 in. x 6 mm CIPP	1,000	LF		
8	Cost for each 1.5 mm Increase in Thickness of 15 in. Liner	500	LF		
9	18 in. x 6 mm CIPP	1,000	LF		
10	Cost for each 1.5 mm Increase in Thickness of 18 in. Liner	500	LF		
11	21 in. x 7.5 mm CIPP	250	LF		
12	Cost for each 1.5 mm Increase in Thickness of 21 in. Liner	150	LF		
13	24 in. x 7.5 mm CIPP	500	LF		
14	Cost for each 1.5 mm Increase in Thickness of 24 in. Liner	250	LF		
15	30 in. x 9 mm CIPP	500	LF		
16	Cost for each 1.5 mm Increase in Thickness of 30 in. Liner	250	LF		
17	36 in. x 10.5 mm CIPP	500	LF		
18	Cost for each 1.5 mm Increase in Thickness of 36 in. Liner	250	LF		
19	42 in. x 10.5 mm CIPP	400	LF		
20	Cost for each 1.5 mm Increase in Thickness of 42 in. Liner	200	LF		
21	48 in. x 12 mm CIPP	400	LF		
22	Cost for each 1.5 mm Increase in Thickness of 48 in. Liner	200	LF		
23	54 in. x 12 mm CIPP	300	LF		
24	Cost for each 1.5 mm Increase in Thickness of 54 in. Liner	200	LF		
25	60 in. x 12 mm CIPP	300	LF		
26	Cost for each 1.5 mm Increase in Thickness of 60 in. Liner	200	LF		

Bidder will complete the Work for the following prices:

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
27	72 in. x 12 mm CIPP	300	LF		
28	Cost for each 1.5 mm Increase in Thickness of 72 in. Liner	200	LF		
29	84 in. x 12 mm CIPP	200	LF		
30	Cost for each 1.5 mm Increase in Thickness of 84 in. Liner	150	LF		
Group 1 Total Bid:					
Group 2	Fold and Form Liner - PVC				
31	8" Fold and Form PVC Liner	8,000	LF		
32	10" Fold and Form PVC Liner	2,500	LF		
33	12" Fold and Form PVC Liner	2,500	LF		
Group 2 Total Bid:					
Group 3	Cured-in-Place Pipe (CIPP) Service Lateral Lining				
34	Initial Service Lateral CCTV Inspection (4"-6") From Main, Up To 30 LF	500	EA		
35	Initial Service Lateral CCTV Inspection (4"-6"), From Main, Per LF, Beyond Initial 30 Ft.	5,000	LF		
36	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Up To 30 LF	200	EA		
37	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Per LF, Beyond Initial 30 Ft.	2,500	LF		
38	CIPP Lateral Liner, 4" - 6" Dia. Up To 30 LF, with Main/Lateral Connection System	250	EA		
39	CIPP Lateral Liner, 4" - 6" Dia. Per LF Beyond Initial 30 Ft.	3,750	LF		
40	Clean-Out Installation in Grass Area (Up to 5 ft. in depth)	100	EA		
41	Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)	10	EA		
42	Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)	100	EA		
43	Clean-Out Installation (Beyond 5 ft. in depth)	150	VF		
Group 3 Total Bid:					

Bidder will complete the Work for the following prices:

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
Group 4 Joint Sealing with Chemical Grout					
44	Test Joint - 8" Dia.	3,000	EA		
45	Test Joint - 10" Dia.	1,000	EA		
46	Test Joint - 12" Dia.	1,000	EA		
47	Grout Seal Failed Joints - 8" Dia	2,000	EA		
48	Grout Seal Failed Joints - 10" Dia	750	EA		
49	Grout Seal Failed Joints - 12" Dia	750	EA		
50	Seal Service Lateral Connections	250	EA		
Group 4 Total Bid:					
Group 5 Common Work Tasks					
51	Mobilization, <= 1,200 LF or <= 10 Lateral Liners per Task Order	10	EA		
52	Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order	15	EA		
53	Maintenance of Traffic, FDOT	10	DAY		
54	Maintenance of Traffic, City/County Arterial/Collector	30	DAY		
55	Maintenance of Traffic, City/County Minor/Residential	50	DAY		
56	Work In Rear Easements and/or Away From Travelways	30	EA		
57	Specialty Cleaning, 8" Dia. (Groups 1, and 2)	500	LF		
58	Specialty Cleaning, 10"- 18" Dia. (Groups 1, and 2)	500	LF		
59	Specialty Cleaning, 24"-36" Dia. (Group 1 Only)	300	LF		
60	Specialty Cleaning, 42"-54" Dia. (Group 1 Only)	300	LF		
61	Specialty Cleaning, 60"-84" Dia. (Group 1 Only)	200	LF		
62	Hammer Tap Removal	10	EA		
63	Lateral Reinstatement and Grouting (Groups 1, and 2)	500	EA		
64	Warranty Cleaning and CCTV Inspection	15,000	LF		
Group 5 Total Bid:					

**CITY OF LARGO, FLORIDA
STATEMENT OF NO BID
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID # 19-B-645**

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO:
City of Largo, Office of Management and Budget, Post Office Box 296, Largo, FL 33779-0296.
OR FAX THIS PAGE ONLY to (727) 586-7420, OR EMAIL to jwheaton@largo.com
WE, THE UNDERSIGNED, HAVE DECLINED TO BID FOR THE FOLLOWING REASON(S):

- _____ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.
- _____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).
- _____ UNABLE TO MEET SPECIFICATIONS (PLEASE EXPLAIN BELOW).
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- _____ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.
- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET BOND REQUIREMENTS.
- _____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF LARGO FOR FUTURE PROJECTS.

Typed Name and Title _____

Signature _____

Company name _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number (____) _____ Fax (____) _____

ATTACHMENTS

WORK SUMMARY

GENERAL CONDITIONS

TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010 SUMMARY OF WORK
01025 MEASUREMENT AND PAYMENT
01045 CUTTING AND PATCHING
01530 BARRIERS
01570 TRAFFIC CONTROL

DIVISION 2 - SITE WORK

02512 CONCRETE SIDEWALK RESTORATION
02574 PAVEMENT REMOVAL AND REPLACEMENT
02934 SODDING

TRENCHLESS REHABILITATION SPECIFICATIONS

- SANITARY SEWER LINE CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION
- CURED-IN-PLACE PIPE
- THERMOFORMED (FOLD AND FORM) POLYVINYL CHLORIDE (PVC) LINERS
- CHEMICAL GROUTING



City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Engineering Services Department
Jerald Woloszynski, P.E., Engineering Director

Engineering Services Division: (727) 587-6713
Engineering Services FAX: (727) 586-7413

TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID NO. 19-B-645 City of Largo, Florida

WORK SUMMARY

Scope of Work

This project provides for the rehabilitation of pipelines and conduits (8 through 84 inch, and laterals) by various trenchless methods on an "as needed" basis. These rehabilitation methods may be used in a variety of gravity and pressure applications such as sanitary sewers storm sewers and force mains. Pipelines for rehabilitation on this project consist primarily of vitrified clay pipe, with some ductile iron pipe, reinforced concrete pipe and corrugated metal pipe. The City reserves the right to award separate contracts for the various trenchless methods. The decision on which method will be used in any given situation will be made at the sole discretion of the City. The repairs assigned to the Contractor may require prioritization by the City. The Engineer may order the Contractor to accomplish the work in accordance with a given chronological sequence.

The work shall be performed by annual bid, without an estimated or guaranteed quantity of work to be performed. The term of this bid will be from the date of award through September 30, 2016. The City of Largo reserves the right to extend the contract for two additional one year extensions with the approval of the contractor. The quantities identified in the Schedule of Bid Prices are for comparison only. The locations of rehabilitation work will be as directed by the City of Largo designated representative. The City of Largo will issue task orders to the contractor on an as needed basis.

The indemnification provision contained in the General Conditions is incorporated herein, and made a part hereof, as if fully set forth herein.

The contractor shall submit, for the purposes of bidding, a completed Schedule of Bid Prices and executed General Conditions. Failure to provide both documents shall result in an unresponsive bid.

Construction Standards

All construction within the City of Largo limits shall conform to the provided technical specifications and the City of Largo Engineering Design and Construction Standards available at https://www.largo.com/document_center/Engineering/Engineering%20Design%20Construction%20Standards.pdf unless otherwise directed by the City Engineer.

As-Built Drawings

The Contractor will not be required to furnish as-built drawings under this section of the Contract, but shall be required to furnish a complete bill of materials used at each repair and a detailed invoice

outlining total quantities for each pay item being invoiced and a corresponding list of line segments (manhole to manhole), or lateral address, rehabilitated under the invoiced work.

Traffic Control and Barriers

The Contractor shall notify the appropriate agencies a minimum of two (2) working days prior to any construction affecting traffic flow. All traffic control devices and barriers utilized during construction shall be provided by the Contractor as stipulated under Pay Items No. 56, 57 & 58. and meet there requirements set forth in the Florida State Department of Transportation Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations. Failure or refusal, on the part of the Contractor, to install, maintain, and/or position traffic control devices or barriers promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four (24) hours notice, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof deducted from any money due, or which may become due him, or shall be charged against the contract bond. Any work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

Bypass Pumping

The City lines, during most repair work, may be plugged to prevent the continuous flow of wastewater or stormwater into the area of work. At the direction of the Engineer, the Contractor will install bypass pumping equipment to reroute flow, as an alternate to line plugging. The Contractor will be responsible for mobilization, setup, coordination, and operation of all bypass pumping equipment, including any additional traffic control measures that may be required. Bypass pumping will be continued until directed to cease by the Engineer. The City shall identify the appropriate discharge location for all flow that is bypass pumped.

Completion and Guarantee

The work at each location will be considered complete upon written notification by the Engineer to the Contractor of its final acceptance. The date of such notification shall also establish the beginning date of the warranty period, as indicated ion the technical specification for the particular rehabilitation method, and in accordance with the General Conditions. This guarantee shall be exclusive of manufacturer s guarantees or warranties exceeding this period.

Permits

The Contractor will obtain all permits necessary for performance of the work identified herein, unless otherwise noted or specified.

Safety

1. Contractor will report any condition to the City of Largo which may pose a threat to the health and welfare of employees of the City, Contractor, or the general public.
2. Contractor will use employees that are properly trained and who are aware of possible work, materials, and job-site related hazards.
3. Contractor will ensure that waste material is properly disposed in accordance with applicable regulations and safety precautions.
4. Contractor shall comply with all local, state and federal safety requirements, including but not limited to OSHA.

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**STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT
FOR
THE CITY OF LARGO
FLORIDA**

Date: February 4, 2014

GENERAL CONDITIONS

ARTICLE I – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments, explanations, interpretations, changes, corrections, additions, deletions or modifications of the contract documents issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

AGREEMENT - The written agreement between the CITY and CONTRACTOR covering the Work to be performed; when other Contract Documents are attached to the Agreement, they become a part of the contract. The Agreement is also referred to as the Contract.

APPLICATION FOR PAYMENT - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed, properly signed or guaranteed.

BONDS - Bid, Performance and Payment bonds and other instruments which protect against loss due to inability, failure or refusal of the CONTRACTOR to perform the work specified in the contract documents.

CALENDAR DAY - A calendar day of 24 hours measured from midnight to the next midnight, including Saturdays, Sundays and holidays and regardless of the weather.

CHANGE ORDER - A document recommended by ENGINEER which is signed by the CONTRACTOR and the CITY which authorizes an addition, deletion, or revision in the work, or an adjustment in the Contract Price or Contract Time, issued on or after the execution of the Agreement.

CITY - The City of Largo, Florida, a Florida 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.

CONSTRUCTION SUPERINTENDENT - The construction superintendent shall be in attendance at the project site during performance of the Work and shall represent the CONTRACTOR. Communications given to the construction superintendent or decisions made by the construction superintendent shall be as binding as if given to or made by the CONTRACTOR. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed by written request in each case.

CONTRACT DOCUMENTS - The Invitation to Bid, Instructions to Bidders, Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Certificate of Insurance, Notice of Tentative Award, Notice to Proceed, Certificate of Substantial Completion, Warranty of Title, Final Receipt - Release of Lien, General Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, Addenda and Change Orders executed pursuant to the Contract Documents.

CONTRACT PRICE - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

CONTRACTOR - The person, firm, or corporation with whom the CITY has executed the Agreement to furnish the Work called for in the Contract Documents.

DEFECTIVE WORK - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that 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 ENGINEER'S recommendation of final payment.

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 ENGINEER and which are considered part of the Contract Documents.

EFFECTIVE DATE OF THE AGREEMENT - The date indicated in the Agreement, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign the Agreement.

ENGINEER(S) - City of Largo Community Development Department, Engineering Division or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

FIELD ORDER - A written order by the ENGINEER that does not impact the cost or time of performance of the Work.

GENERAL REQUIREMENTS - Division 1 of the Technical Specifications.

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.

NOTICE OF AWARD - 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 therein within the time specified, the CITY may enter into an Agreement.

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.

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.

PROJECT - The entire construction to be performed as provided in the Contract Documents.

RESIDENT PROJECT REPRESENTATIVE (RPR) - The resident project representative, shall be in attendance at the project site during performance of the Work and shall represent the CITY directly or through

the ENGINEER. Responsibilities of the RPR are further defined in Paragraph 9.3 of these General Conditions.

SHOP DRAWINGS - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the CONTRACTOR to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS - (Same definition as for Technical Specifications hereinafter).

SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

SUBSTANTIAL COMPLETION - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements these General Conditions.

SUPPLIER - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

SURETY - Any person, firm or corporation which is bound by bid or contract bond with and for the CONTRACTOR.

TECHNICAL SPECIFICATIONS - Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

UNDERGROUND FACILITIES - 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 to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

UNIT PRICE WORK - Work to be paid for on the basis of unit prices.

WORK - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals and the furnishing thereof.

WORK DIRECTIVE CHANGE - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by the CITY and recommended by the ENGINEER, ordering an addition, deletion or revision in the Work, or which references an emergency or unforeseen physical conditions under which the Work is to be performed. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

WRITTEN AMENDMENT - A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

DELIVERY OF DOCUMENTS:

2.1. When the CONTRACTOR delivers the signed Agreements to the CITY, the CONTRACTOR shall also 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.

COPIES OF DOCUMENTS:

2.2. The CITY shall furnish to CONTRACTOR three copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents or as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

2.3. The Contract Time will commence to run on the day indicated in any Notice to Proceed. A Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement.

STARTING THE PROJECT:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract time commences to run.

BEFORE STARTING CONSTRUCTION:

2.5. 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 ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to CITY or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6. At the pre-construction conference, CONTRACTOR shall submit to ENGINEER for review:

2.6.1. a proposed progress schedule indicating the starting and completion dates of the various stages of the Work; and,

2.6.2. a preliminary schedule of Shop Drawing submissions and those shop drawings necessary to begin the work; and,

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission; and,

2.64 Pre-construction video tapes if required by the technical specifications

2.7. The CONTRACTOR shall not commence construction operations until the construction progress schedule, schedule of values and the shop drawing submission schedule described above have been reviewed by the ENGINEER for general conformance with the Contract documents. After review of the schedules, no deviation shall be made without prior written acceptance by the CITY for general conformance with the Contract Documents.

PRECONSTRUCTION CONFERENCE:

2.8. After the Effective Date of the Agreement, but before CONTRACTOR starts Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as deemed appropriate by the CITY, ENGINEER, or CONTRACTOR will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Nothing herein shall relieve the CONTRACTOR from the responsibility of contacting local utilities and any other necessary agencies.

FINALIZING SCHEDULES:

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to the

CITY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the CITY as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

INTENT:

3.1. 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 will be construed in accordance with the laws of the State of Florida with venue in Pinellas County, Florida.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereto) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. 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 ENGINEER or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER'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 paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by the ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so notify the ENGINEER, in writing, at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification. 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. Addenda
3. Agreement
4. Proposal
5. Supplemental General Conditions
6. Invitation to Bid
7. Instructions to Bidders
8. General Conditions
9. Technical Specifications
10. Contract Drawings
 - a. Dimensions
 - b. Full Size Details
 - c. Full Size 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.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.4.1. a formal Written Amendment.
- 3.4.2. a Change Order (pursuant to paragraph 10.4), or
- 3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or by a Written Amendment.

3.5. In addition, 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:

3.5.1. a Field Order (pursuant to paragraph 9.5)

3.5.2. ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

REUSE OF DOCUMENTS:

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization 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, technical specifications or other documents used on the work; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the CITY and ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

4.1. 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 CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in the CITY'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.1.1. Occupying Private Land: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, equipment or materials, any land outside the rights-of-way or property of the City. A copy of the written consent shall be given to the CITY.

4.1.2. 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 street, 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 will 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.

4.1.3. 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.

4.1.4. 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. Any earth or excavated material spilled from trucks shall be removed by the CONTRACTOR and the streets cleaned to the satisfaction of the CITY, the ENGINEER, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

PHYSICAL CONDITIONS:

4.2.1 Explorations and Reports: Where applicable, reference is made in the technical specifications, for identification of those reports of explorations and tests of

subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR accepts the site and any unforeseen conditions in accordance with paragraph 4.4 of the Instructions to Bidders, and may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations, or opinions contained therein or for the completeness 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 CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3.1) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the general accuracy of the technical data contained in such 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 CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures. However, where the dimensions and locations of existing structures are of critical importance in 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.

4.2.3. Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1. Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22.1), notify the CITY and the ENGINEER in writing about the inaccuracy or difference.

4.2.4. ENGINEER'S Review: ENGINEER will 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 ENGINEER'S findings and conclusions.

4.2.5. Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: 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, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Article 11 and 12.

PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

4.3.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the CITY or ENGINEER by the owners of such Underground Facilities or by others.

4.3.1.1. The CITY and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. 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 the 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 6.20, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.1.3. All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, 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 the owner or occupant of such facilities both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The CONTRACTOR shall be responsible for

any damage to any such pipes, conduits or cables, and shall restore them to service promptly 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 his Work. Any discrepancies or differences found shall be immediately brought to the attention of the ENGINEER in order that necessary changes may be made to permit installation of the Work.

4.3.2. 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 thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22.1), identify the owner of such Underground Facility and give written notice thereof to that owner and to the CITY and the ENGINEER. The ENGINEER will 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, and the Contract Documents will 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 6.20.

4.3.3. CONTRACTOR shall only be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any such Underground Facility CONTRACTOR could not reasonably have been expected to have been aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

REFERENCE POINTS:

4.4. The CITY shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. 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 ENGINEER 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

BONDS:

5.1. CONTRACTOR shall upon delivery of the executed Agreement to the CITY furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one 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 Supplementary Conditions. The form and conditions of the Bonds and the Surety shall be acceptable and satisfactory to the CITY and 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, U.S. Treasury Department, for projects not exceeding (\$500,000) five hundred thousand dollars and meet the other requirements of Florida Statutes Section 287.0935 (1989). For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with a Best Rating of no less than A-IX. Bonds shall be executed and issued by a resident or non resident agent, licensed to conduct business in the State of Florida, representing such corporate sureties. If the CONTRACTOR is a partnership, the Bond should be

signed by each of the individuals who are partners; if a corporation, the Bond should be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Authority 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-Authority, or other certificate of Authority of its agent, officer or representative was issued.

5.2. 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., CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.

CONTRACTOR'S INSURANCE:

5.3. General: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. CONTRACTOR'S insurance, and the insurance of any other party bound to the CONTRACTOR shall be considered primary. The Certificate(s) of Insurance shall bear the requisite endorsements providing for CITY as Certificate Holder and additional insured and shall further provide for waiver of subrogation by the CONTRACTOR and/or any subcontractor(s) where applicable. The Certificate(s) issued pursuant to this Contract shall, at a minimum, bear the name of the insured, the name of the insurer, the number of the policy, its effective date and termination date. For identification purposes the Certificate(s) shall also include a reference to the project #, RFP#/RFQ#, and/or any purchase order or task order issued in accordance herewith. Before starting and during the term of this

Contract, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraph 5.4, inclusive below.

5.4. Coverage: Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

5.4.1. Workers' Compensation.

Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require all subcontractors to maintain workers compensation during the term of the agreement and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CITY and ENGINEER harmless from any damage resulting to them for failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

5.4.1.1. Employers' Liability
with Statutory Limits of
\$100,000/\$500,000/\$100,000.

5.4.1.2. Notice of
Cancellation and/or Restriction.
CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.1.3. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and/or Jones Act if applicable.

5.4.2. Comprehensive General
Liability or Commercial General Liability
Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy or Commercial General Liability filed by the Insurance Services Office, and must include:

5.4.2.1. Minimum Limits of total coverage shall be \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet \$1,000,000.00 minimum to be acceptable to the CITY.

5.4.2.2. Premises and/or Operations.

5.4.2.3. Independent Contractor.

5.4.2.4. Products and/or Completed Operations. CONTRACTOR shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

5.4.2.5. XCU Coverages.

5.4.2.6. Broad Form Property Damage including Completing Operations.

5.4.2.7. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

5.4.2.8. Personal Injury coverage with employees and contractual exclusions removed.

5.4.2.9. Additional Insured. The CITY is to be specifically included as an additional insured (including products).

5.4.2.10. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall

immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.2.11. The CONTRACTOR shall either require each subcontractor to procure and maintain, during the life of the subcontract, insurance of the type and in the same amounts specified herein or insure the activities of subcontractors in his own insurance policy.

5.4.3. Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:

5.4.3.1. Minimum limit of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

5.4.3.2. Owned Vehicles.

5.4.3.3. Hired and Non-Owned Vehicles

5.4.3.4. Employee Non-Ownership

5.4.3.4. The CITY shall be listed as an additional insured on auto policies.

5.4.3.5. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4. All Risk Property Insurance When Applicable. Coverage must include real and personal property and in an amount equal to the replacement cost of all real and personal property of the CITY'S for which the

CONTRACTOR is responsible and over which he exercises control. Builders Risk insurance must be provided to cover Property under construction and an Installation Floater must cover all machinery, vessels, air conditioners or electric generators to be installed. This insurance shall include a waiver of subrogation as to the ENGINEER, the CITY, the CONTRACTOR, and their respective officers, agents, employees, and subcontractors.

5.4.4.1. Coverage to be provided on a full replacement cost basis.

5.4.4.2. Losses in excess of ten thousand dollars (\$10,000) shall be jointly payable to the CONTRACTOR and the CITY.

5.4.4.3. Waiver of occupancy clause or warranty. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) will not be occupied by the CITY.

5.4.4.4. Maximum Deductible - \$5,000 each claim.

5.4.4.5 Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4.6. Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the CONTRACTOR and the CITY must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage

available under the National Flood Program.

5.4.5. A Best Rating of no less than A - VIII is required for any carriers providing coverage required under the terms of this Contract. Failure to comply with the insurance requirements as herein provided shall constitute default of this Agreement. Neither CONTRACTOR or any subcontractor shall commence work under the Contract until they have all insurance required under this Section and have supplied the CITY with evidence of such coverage in the form of certified copies of policies (where required) and certificates of insurance, and such policies and certificates have been approved by the CITY. CONTRACTOR shall be responsible for and shall obtain and file insurance certificates on behalf of its subcontractors. All certified copies of policies (where required) and certificates of insurance shall be filed with the CITY. The CITY reserves the right to request additional information regarding any form of insurance or policy obtained or maintained pursuant to this Contract as the CITY deems necessary, and at a frequency the CITY deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of this Contract. Receipt of Certificates or other documentation of insurance or policies, or copies of policies, by the CITY or by any of its representatives which indicate less coverage than required by this Contract does not constitute waiver of CONTRACTOR'S obligations to fulfill the insurance requirements of this Contract.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENCE:

6.1. The CONTRACTOR has the obligation to deliver to the CITY the completed job in a good and workmanlike condition. CONTRACTOR shall supervise and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but

CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance. The supervision of the execution of this contract is vested wholly in the CONTRACTOR.

6.2. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

**LABOR, MATERIALS AND EQUIPMENT;
HOURS OF WORK:**

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR 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, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the CITY'S written consent (which shall not be unreasonably withheld) given after prior written notice to ENGINEER. The CONTRACTOR is hereby informed, and understands that unless otherwise approved by the City, the City restricts the work between the hours of 5:00 p.m. and 8:00 a.m., unless emergency conditions exist that are endangering life or property as may be determined by the CITY. If the CONTRACTOR is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the CITY.

6.3.1 The CONTRACTOR shall receive no additional compensation for overtime work. However, additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the change order specifically

authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

6.3.2 All costs of inspection and testing performed by the CITY during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CITY shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR. For all work performed on holidays and weekends a fee of \$250 per day will be charged to the CONTRACTOR, to cover the cost of Largo Engineering Inspectors. Notice must be submitted at least two whole working days prior to subsequent holiday and/or weekend.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and final completion of the work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CITY, ENGINEER, or any of the CITY'S or ENGINEER'S consultants, 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 paragraph 9.15 or 9.16.

ADJUSTING PROGRESS SCHEDULE:

6.6 CONTRACTOR shall submit to ENGINEER for review and comment (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.7.1. The technical specifications shall govern the use of substitute or "or-equal" items. The procedure for review by ENGINEER will include the following as supplemented in the technical specifications. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform equally or better the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will 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 will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S

expense additional data about the proposed substitute.

6.7.2. 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 acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the Technical Specifications.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The CITY may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to the CITY and the ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom the CITY or the ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Technical Specifications or Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and

equipment) shall be submitted to the CITY for acceptance by the CITY and ENGINEER, and if CONTRACTOR has submitted a list thereof, the CITY or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. If after bid opening and prior to the award of the contract, the CITY objects to certain suppliers or subcontractors, 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, 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 subcontractors, 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 ENGINEER of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY or ENGINEER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to the CITY and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the CITY or the ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Technical Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or

delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and the ENGINEER.

PATENT FEES AND ROYALTIES:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the CITY or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to other, the existence of such rights shall be disclosed by the CITY in the Contract Documents. CONTRACTOR shall indemnify, defend and hold harmless the CITY and anyone directly or indirectly employed by the CITY from and against all claims, damages, losses and expenses (including attorney's fees and court costs) arising out of any claims of an infringement of patent rights, copyrights, trade marks trade secrets or proprietary information incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. This indemnification provision shall survive the termination of this agreement.

PERMITS:

6.13. CONTRACTOR shall obtain and pay for all construction permits and licenses. The CITY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for prosecution of the Work, which are applicable at the time of opening of Bids. There will be no cost for permits issued by the CITY. CONTRACTOR shall pay all charges of utility for connections to the Work, and the CITY shall pay all charges of such utility owners for

capital costs related thereto such as plant investment fees.

LAWS AND REGULATIONS:

6.14.1. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws, ordinances, rules and regulations, neither the CITY nor the ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws, ordinances, rules or regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws, ordinances, rules or regulations, CONTRACTOR shall give CITY and ENGINEER prompt, written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules or regulations, and without such notice to the CITY and ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

TAXES:

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws, ordinances and regulations of the place of the Project which are applicable during the performance of the Work.

USE OF PREMISES:

6.16. 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 and easements, and shall not reasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall

assume full responsibility for any damage to any such land or area, or to the owner 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 ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify, defend and hold the CITY and ENGINEER 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 ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work. This indemnification provision shall survive the termination of this agreement.

6.17. 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.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

RECORD DOCUMENTS:

6.19. CONTRACTOR shall maintain in accordance with the Technical Specifications in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. The record documents together with all approved samples

and a counterpart of all approved Shop Drawings will be available to the ENGINEER for reference. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to ENGINEER for the CITY.

SAFETY AND PROTECTION:

6.20. 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:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. 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. CONTRACTOR shall notify owners 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. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CITY or the ENGINEER or anyone employed by

either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). 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 ENGINEER has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

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 disease, 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.

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

EMERGENCIES AND PRECAUTIONS DURING ADVERSE WEATHER:

6.22.1. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto. CONTRACTOR, without special instruction or authorization from ENGINEER or the CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if

CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order or Change Order will be issued to document the consequences of the changes or variations.

6.22.2. 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 building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The ENGINEER may suspend construction operations at any time when, in his 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.

SHOP DRAWINGS AND SAMPLES:

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), ordinances, rules and all Shop Drawings which will bear the stamp that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will

have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review of each such variation.

6.26. ENGINEER will review within ten days of receipt thereof, Shop Drawings and samples but ENGINEER'S review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. ENGINEER will review one (1) resubmittal for each shop drawing or product data. All costs of reviewing additional submittals shall be at the CONTRACTOR'S expense.

6.27. ENGINEER'S review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any review by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and acceptance of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

CONTINUING THE WORK:

6.29. 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 paragraph 15.5 or as CONTRACTOR and the CITY may otherwise agree in writing.

INDEMNIFICATION:

6.30. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby

waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.06, Florida Statutes or are unenforceable pursuant to Section 725.06, Florida Statutes.

SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER

6.31 The CITY is currently under Consent Order 03-0666 with the Florida Department of Environmental Protection (FDEP). The discharge of wastewater or effluent (reclaimed water) into waters of the State

and/or into canals, ditches, and ponds that are connected to waters of the State is prohibited. Any spill or discharge of wastewater or reclaimed water shall be immediately reported to the CITY ENGINEER ((727) 587-6713), and the CITY'S WASTEWATER COLLECTION SYSTEM MANAGER ((727) 507-4465). In the event of a spill or discharge, the CONTRACTOR shall immediately control, contain, and stop the spill or discharge and shall repair any damage to the CITY'S facilities. The CONTRACTOR shall be responsible for any penalties and costs charged to the CITY by the FDEP and for all costs incurred by the CITY as a result of the CONTRACTOR'S actions or as a result of the CONTRACTOR'S negligence.

Costs charged to the CITY by FDEP are for discharges that have been found not to be due to abnormal events and are, therefore, subject to stipulated penalties pursuant to Paragraph No. 25 of the Consent Order. This paragraph requires the City to pay FDEP stipulated penalties for wastewater discharged from the City System to surface waters that do not qualify as excusable discharges. In accordance with Paragraph 25, the stipulated penalty schedule is as follows: Each category is limited to a daily cumulative maximum amount of \$30,000.00.

DEP CONSENT ORDER FINE SCHEDULE	
Amount/Day/Discharge	Discharge Volume
\$500.00	Up to 5,000 gallons
\$1000.00	5,001 to 10,000 gallons
\$2,500.00	10,001 to 25,000 gallons
\$5,000.00	25,001 to 100,000 gallons
\$10,000.00	In excess of 100,000 gallons

The fines, and anticipated costs, which may be incurred by the CITY as a result of the CONTRACTOR'S actions or negligence, shall be paid to the CITY within 30 days, or the costs incurred will be deducted from the total Contract amount.

ARTICLE 7 - OTHER WORK

RELATED WORK AT SITE:

7.1. The CITY may perform other work related to the Project at the site by the CITY'S own forces, let 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 will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. 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.

7.2. CONTRACTOR shall afford each Utility owner and other contractors who are a 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 theirs. 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 others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CITY and ENGINEER and the others whose work will 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 said direct contracts between the CITY and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or the CITY), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S work. CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in the other work.

COORDINATION:

7.4. If the CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the CITY nor the ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 - THE CITY'S RESPONSIBILITIES

8.1. The CITY shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, the CITY shall appoint a consultant whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. The CITY shall furnish the data required of the CITY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. The CITY'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraphs 4.2.1 and 4.2.2 refer to the CITY'S identifying and making available to CONTRACTOR copies of all reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. The CITY is obligated to execute Change Orders as indicated in paragraph 10.4.

8.6. In connection with the CITY'S right to stop Work or suspend Work, see paragraph 13.10 and 15.1. Paragraph 15.2 deals with the CITY'S right to terminate services of CONTRACTOR.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

CITY'S REPRESENTATIVE:

9.1. The ENGINEER will be the CITY'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER and the CITY'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the CITY and ENGINEER.

VISITS TO SITE:

9.2. After written notice to proceed with the work, the ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction 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; he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction and he will not be responsible for the CONTRACTOR'S failure to perform the construction Work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of his on-site observations, as an experienced and qualified design professional, he will keep the CITY informed of the progress of the work, will endeavor to guard the CITY against defects and deficiencies in the Work of the Contractor and may reject Work as failing to conform to the Contract Documents.

PROJECT REPRESENTATION:

9.3. A Resident Project Representative may be assigned to assist ENGINEER in carrying out his responsibilities to CITY at the site. Resident Project Representative is ENGINEER'S agent at site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Representative's actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and

CONTRACTOR keeping the CITY advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the City with the knowledge of and under the direction of ENGINEER.

9.3.1. Resident Project Representative shall where applicable:

9.3.1.1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning its general acceptability.

9.3.1.2. Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

9.3.1.3. Working principally through CONTRACTOR'S superintendent, assist ENGINEER in serving as the CITY'S liaison with CONTRACTOR, when CONTRACTOR'S operations affect the CITY'S on-site operations.

9.3.1.4. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.

9.3.1.5. Record date of receipt of Shop Drawings and samples.

9.3.1.6. Receive samples which are furnished at the site by CONTRACTOR, and notify the ENGINEER of availability of samples for examination.

9.3.1.7. Advise the ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by the ENGINEER.

9.3.1.8. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

9.3.1.9. Report to the ENGINEER whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or the ENGINEER from the duties imposed by contract.

9.3.1.10. Verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups

9.3.1.11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

9.3.1.12. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the ENGINEER.

9.3.1.13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's

recommendations to the ENGINEER. Transmit to CONTRACTOR decisions as issued by the ENGINEER.

9.3.1.14. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

9.3.1.15. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.

9.3.1.16. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.

9.3.1.17. Furnish the ENGINEER periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

9.3.1.18. Consult with the ENGINEER in advance of schedule major tests, inspections or start of important phases of the Work.

9.3.1.19. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to the ENGINEER, Change Orders, Work Directive Changes, and Field Orders.

9.3.1.20. Report immediately to the ENGINEER and the CITY upon the occurrence of any accident.

9.3.1.21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.3.1.22. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to CITY prior to final payment for the Work.

9.3.1.23. Before the ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

9.3.1.24. Conduct final inspection in the company of the ENGINEER, the CITY and the CONTRACTOR and prepare a final list of items to be completed or corrected.

9.3.1.25. Observe that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

9.3.2. The Resident Project Representative shall not:

9.3.2.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.

9.3.2.2. Exceed limitations of the ENGINEER'S authority as set forth in the Contract Documents.

9.3.2.3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.

9.3.2.4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

9.3.2.5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

9.3.2.6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

9.3.2.7. Authorize the City to occupy the Project in whole or in part.

9.3.2.8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

CLARIFICATIONS AND INTERPRETATIONS:

9.4. The ENGINEER will 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 ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of 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 therefor as provided in Article 11 or Article 12.

AUTHORIZED VARIATIONS OF WORK:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field Order and will be binding on the CITY, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 and 12. The ENGINEER is not authorized to waive any requirements of this contract or to agree to any increase in the contract price or contract time.

REJECTING DEFECTIVE WORK:

9.6. The ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective or believes to be in non-conformance with the intent of the contract documents, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.8. In connection with ENGINEER'S responsibilities as to Change Orders, see Article 10, 11, and 12.

9.9. In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

DETERMINATIONS FOR UNIT PRICES:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER'S written decisions thereon

will be final and binding upon the CITY or CONTRACTOR unless, within ten days after the date of any such decision, either the CITY or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

DECISIONS ON DISPUTES:

9.11. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. 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 Article 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within thirty (30) days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to the CITY or CONTRACTOR. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by the CITY or the 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.

LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

9.13. Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER or CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. 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 ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will 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 ENGINEER 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 paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will 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. Without invalidating the Agreement and without notice to any surety, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. 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 Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. 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 paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22.1 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the work which are ordered by the CITY pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties.

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties;

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision 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 6.29.

10.5. 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 will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.6. Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of

time, shall be governed by the ordinances of the City of Largo.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. 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 his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. 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 ENGINEER promptly (but in no event 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 (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) 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 said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. 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:

11.3.1. 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 the provisions of paragraphs 11.9.1. through 11.9.3. inclusive).

11.3.2. By mutual acceptance of a lump sum (which shall include an allowance for

overhead and profit in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

COST OF THE WORK:

11.4. 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, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classification 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 be 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. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the CITY.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' 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.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who will then determine, with the advice of the ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the 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 the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs include the following:

11.4.5.1. Cost, 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, which are consumed in the performance of Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.2. 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 ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof-all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. For special equipment and machinery such as

power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized Work, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the Work. If said Work required the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

11.4.5.3. Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.

11.4.5.4. Royalty payments and fees for permits and licenses.

11.4.5.5. The site costs of utilities, fuel and sanitary facilities.

11.4.5.6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. 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 or in CONTRACTOR'S principal or a

branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. 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 11.4.5.6 above).

11.5.5. Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them 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.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR'S FEE:

11.6. The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profits shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. The cost allowance for overhead and profit shall not exceed fifteen percent (15%) of the net cost. If

the work is done by a Subcontractor, he may add ten percent (10%) of his net cost for overhead and profit and the Contractor may add five percent (5%) of the net cost for overhead and profit. If all the work is done by the Contractor, he may add fifteen percent (15%) of the net cost for overhead and profit;

11.6.2.2. See Article 11.6.2.1;

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

CASH ALLOWANCES:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the ENGINEER, CONTRACTOR agrees that:

11.8.1. 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

11.8.2. CONTRACTOR'S costs for unloading and handling on the site, 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 will be valid.

Prior to final payment, an appropriate Change order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

UNIT PRICE WORK:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will 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 Agreement. 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 will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3. 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 Agreement 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 for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

OMITTED WORK:

11.10. 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:

11.10.1. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the contract; or,

11.10.2. By the appropriate lump sum price set forth in the Contract; or,

11.10.3. By the reasonable and fair estimated cost of such omitted work as determined by the CONTRACTOR and the ENGINEER, and approved by the CITY.

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) 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 said event. All claims for adjustment of the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays caused by

events beyond the control of CONTRACTOR if a claim is made thereof as provided in paragraph 12.1. Such events shall include, but not be limited to acts or neglect by the CITY or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. If abnormal weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within 30 days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12.4 The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays in construction from any cause whatsoever but if occasioned by any act of God, or by any act or omission on the part of the CITY, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work, provided that the CONTRACTOR gives notice in writing of the cause of such act, hindrance or delay within ten days after its occurrence to the CITY. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope or work or substantial increases in the cost of performing the work under the Contract Documents

ARTICLE 13 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE:

13.1. CONTRACTOR warrants and guarantees to the CITY and ENGINEER that all Work will be constructed in accordance with the Contract Documents. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in Article 13. The guarantee shall remain in effect for one year from the date of final acceptance

unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. 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 year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

ACCESS TO WORK:

13.2. ENGINEER'S and ENGINEER'S representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

TESTS AND INSPECTIONS:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S or ENGINEER'S acceptance of a 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. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid as specified in the Contract Documents.

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CITY (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the Work in accordance with the Contract Documents.

UNCOVERING WORK:

13.8. If any Work is covered contrary to the request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced, at CONTRACTOR'S expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER 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 therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the 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 therefor as provided in Article 11 and 12.

CITY MAY STOP THE WORK:

13.10. 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 will 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.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.11. If required by ENGINEER, 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 ENGINEER, remove it from the site and replace it 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.

ONE YEAR CORRECTION PERIOD:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or 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. If CONTRACTOR does not promptly comply with the terms of such instructions or in 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) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written

Amendment. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.13. If instead of requiring correction or removal and replacement of defective Work, the CITY (and prior to ENGINEER'S recommendation of final payment) prefers to accept it, the CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the CITY'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will 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. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to the CITY.

CITY MAY CORRECT DEFECTIVE WORK:

13.14. If CONTRACTOR fails within thirty days (30) after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, 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 days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the site, take possession of 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 incomplete 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 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. All direct, indirect and consequential costs of the CITY in

exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will 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. Such direct, indirect and consequential costs will 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 replacement of work of other destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. 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 and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SCHEDULE OF VALUES:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

APPLICATION FOR PROGRESS PAYMENTS:

14.2. Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the Engineer for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the CONTRACTOR has received the 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 materials and equipment are covered by appropriate property

insurance and other arrangements to protect the CITY'S interest therein, all of which shall be satisfactory to the CITY. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. When applicable, the amount of retainage withheld and the schedule for release/payment of any retainage shall be in accordance with the procedures outlined in Section 218.735(8)(a), Florida Statutes. Unless otherwise stated in the Agreement, the term "50-percent completion" shall defined as set forth in Section 218.735(8)(b), Florida Statutes.

CONTRACTOR'S WARRANTY OF TITLE:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CITY no later than the time of payment free and clear of Liens.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.4. ENGINEER will, within ten 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 ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the City with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by the CITY to CONTRACTOR.

14.5. ENGINEER'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 additionally sums regarding other matters or issues between the parties.

14.6. ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to the CITY that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to the CITY. The ENGINEER 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 ENGINEER'S opinion to protect the CITY from loss, including but not limited to:

14.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. The CITY has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4. Of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

14.7.5 The CITY may refuse to make payment of the full amount recommended by the ENGINEER 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 ENGINEER) stating the reasons for such action.

SUBSTANTIAL COMPLETION:

14.8. When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the ENGINEER in writing that the Work is substantially complete and request that the ENGINEER prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the CITY, the ENGINEER and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. If the ENGINEER does not consider the Work substantially complete, (it is not ready for its intended use) the ENGINEER shall notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the Work to be substantially complete, the ENGINEER will prepare and deliver to the CITY for its execution and recordation the Certificate of Substantial Completion signed by the ENGINEER and

CONTRACTOR, which shall fix the Date of Substantial Completion.

14.9. 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".

PARTIAL UTILIZATION:

14.10. Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable 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:

14.10.1. 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 will certify to the CITY and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify the CITY and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will 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.

14.10.2. 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 will be sent to ENGINEER and within a reasonable time thereafter the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will 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 ENGINEER that such part of the Work is not ready for separate operation by the CITY, ENGINEER will finalize the list of items to be completed or corrected and will 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 will become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). 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 said list and to complete other related Work.

FINAL INSPECTION:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with the CITY and CONTRACTOR and will 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 are necessary to remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

14.12. After CONTRACTOR has completed in writing all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents all

as required by the Contract Documents, and after ENGINEER 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 all documentation called for in the Contract Documents.

FINAL PAYMENT AND ACCEPTANCE:

14.13. 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 and accompanying documentation, the ENGINEER shall promptly examine the Work and, making such tests as he 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 ENGINEER, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the CITY in writing that he has examined the Work and that it appears, to the best of his 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 he therefore recommends 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 ENGINEER does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the ENGINEER or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR.

14.14. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, the CITY shall pay the remainder of the contract price as recommended by ENGINEER as provided in said paragraph 14.13. Prior to final payment, the CONTRACTOR must provide the CITY with waivers of any and all claims and liens from the CONTRACTOR and any and all subcontractors, sub-subcontractors, laborers, or. These waivers are conditions precedent to final payment. The CITY may

withhold amounts it deems necessary to cover any claims of which it has been notified of subcontractors, sub-subcontractors, materialmen, suppliers or others from final payment to the CONTRACTOR

14.15. The ENGINEER will then make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. The ENGINEER will report such estimate to the CITY together with his recommendation as to the acceptance of the Work or his 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 ENGINEER'S estimate and recommendation to the CITY, the CITY will 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, including, but not limited to, Liquidated Damages, as applicable.

14.16. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the CITY of the application for final payment, the amount recommended by ENGINEER shall become due and will be paid to Contractor.

CONTRACTOR'S CONTINUING OBLIGATION:

14.17. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

CITY MAY SUSPEND WORK:

15.1. The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

CITY MAY TERMINATE

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. 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 the bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy 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 bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. 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;

15.2.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.3. The CITY may, after giving CONTRACTOR and Surety seven days written notice of any default and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), 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, and finish the Work as the CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the expense of completing the work including compensation for additional managerial and administrative services, plus the CITY'S direct, indirect and consequential losses, damages and costs because of the CONTRACTOR'S default (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) such excess will be paid to CONTRACTOR. If such expenses and costs plus the CITY'S losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to the CITY promptly on demand. Such costs incurred by the CITY will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the CITY shall not be required to obtain the lowest price for the work performed.

15.4. Where CONTRACTOR'S services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the CITY will not release CONTRACTOR from liability.

15.5. 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 will 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 will reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The CITY will 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 said 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, plant, 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.

FISCAL NON-FUNDING

15.6. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

CONTRACTOR MAY STOP WORK OR TERMINATE:

15.7. 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 ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the CITY and ENGINEER, terminate the Agreement and the CITY will 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 will 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 promptly to assign to it 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 Agreement, if ENGINEER 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 ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

ARTICLE 16 - MISCELLANEOUS

GIVING NOTICE:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

COMPUTATION OF TIME:

16.2. When any period of time is referred to in the Contract Documents by days, it will 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 day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

NO LIMITATION OF RIGHTS AND REMEDIES:

16.3. 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 paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to the CITY and ENGINEER 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 of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

ACCIDENT AND PREVENTION:

16.4. The safety provisions of applicable laws and building and construction codes shall be observed by CONTRACTOR 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 disease, 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.

16.5. In the event the CITY is prevented from proceeding with any or all of this Work as stated in this 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 governmental 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 Agreement 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 been commenced, then the CITY herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

FLORIDA PRODUCTS AND LABOR

16.6. The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

EMPLOYEES:

16.7. 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.

16.8. Any person employed on the Work who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this Work or who appears to the CITY to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, ENGINEER or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the CITY to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work site.

NON-DISCRIMINATION:

16.9. 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. The CONTRACTOR will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, 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 forms 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 nondiscrimination clause. These provisions apply to all subcontractors as well.

ASSIGNMENT:

16.10. This Agreement, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the CITY be liable to any assignee or transferee, without the 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.

GOVERNING LAW: JURISDICTION AND VENUE:

16.11. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the

SANITARY SEWER PIPE REHABILITATION USING CURED-IN-PLACE PIPE

PART 1 GENERAL

1.01 SCOPE

- A. It is the intention of this specification to provide for the trenchless restoration of sanitary and storm sewers by the installation of a resin-impregnated, flexible tube which is inverted or inserted into the existing conduit and inflated by use of a hydrostatic head or air pressure. The resin is cured by elevating the temperature and circulating the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a thermosetting reaction. When cured, the finished pipe will be continuous and tight-fitting. This rehabilitation process can be used in a variety of gravity and pressure applications such as sanitary and storm sewers and force mains. Pipelines for rehabilitation on this project include cast and ductile iron pipe, corrugated metal, reinforced and non reinforced concrete pipe, asbestos cement, pitch fiber and vitrified clay pipe. CIPP liners shall be defined as Full or Lateral Liners. A Full Liner shall, at a minimum, extend between two adjacent manholes for the various pipe sizes listed in the proposal. A Lateral Liner shall typically extend from the main line to the property line for the various pipe sizes listed in the proposal.
- B. The work covered by this section of the specifications includes the furnishing of all labor, tools, equipment and materials, and performing all operations in connection with lining of existing sewers with a continuous cured in place (CIPP) pipe liner. The CIPP liner will be as specified herein. The work shall also include all necessary maintenance of traffic provisions, host pipe preparatory work required in advance of the lining operation, including, cleaning and removal of all debris, removal of protruding service connections, complete maintenance of all wastewater flows, reinstatement of service connections and sealing of liner ends at manholes, and the cleanup of the work site, including restoration of surfaces such as paving, and seeding, sodding and graveling, as needed, if damaged. When completed, the formed liner should extend from end-to-end of the section being lined in a continuous, tight fitting, pipe-within-a-pipe as specified herein.
- C. The bidders attention is directed to the general conditions, section 6.31, SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER.
- D. Contractor/Installer Qualifications
 5. The City requires a proven and extensive track record for the CIPP liner system to be used under this agreement. All contractors submitting bids must exhibit extensive satisfactory experience in the installation of the proposed liner system and satisfactory evidence that the proposed liner system has been extensively and successfully installed in the United States and the State of Florida. At a minimum,

the Contractor must have three (3) years of installation experience in the state of Florida, and has installed at least 20,000 linear feet of the liner system. The installer must be certified by the liner system manufacturer for installation of the liner system. Contractors using subcontractors shall submit information about the sub-contractor (i.e. Name, experience records, jobs on which the general and sub-contractor have worked jointly, etc.). The City reserves full and complete authority to approve the satisfactory nature of both the liner system and the installer.

1.02 REFERENCES

This specification references ASTM standards and other related standards, which are made a part hereof by reference and shall be the latest edition thereof.

ASTM D-543 () Standard Test Methods for Resistance of Plastics to Chemical Reagents

ASTM D-638 () Standard Test Method for Tensile Properties of Plastics

ASTM - 695 () Standard Test Method for Compressive Properties of Rigid Plastics

ASTM D-790 () Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials

ASTM D-903 () Standard Test Method for Peel or Stripping Strength of Adhesive Bonds

ASTM D-5813 () Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems

ASTM F-1216 () Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

ASTM F-1743 () Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe

ASTM F 2561 () Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner

1.03 SUBMITTALS

A. After the award of the contract or issuance of work order, and before any materials are delivered to the job site, the Contractor shall submit to the Engineer the following:

1. A complete list and description of all equipment and materials to be used during the lining operation.

2. Name of resin supplier and liner fabric supplier.
3. Manufacturer's certification that all materials to be used meet the referenced standards and these specifications.
4. Certification showing that the proposed installer is currently licensed by the Manufacturer to install the products referenced in this Specification.
5. Manufacturer's approved procedure for material storage and handling, temperature control, liner insertion, curing requirements and trimming and finishing.
6. Contractors procedure for sealing the CIPP liners from groundwater infiltration at manholes/access structures and service laterals
7. Manufacturer's approved guidelines for minimum and maximum pressures, temperatures, and time durations to be used during liner inversion, cure, and cool down.
8. Data on Contractor's monitoring equipment to be used during curing, type and tolerance of temperature gauges and thermocouples.
9. Procedure for cool down and relieving static head after the CIPP liner is cured.
10. Manufacturer's approved guidelines for factory and/or field (whichever applies) wet out procedures, including volume of resin per unit of liner, roller gap setting, mixing ratios and procedures for resin and catalyst/hardener, shelf life of resin, pot life of resin, and required wet out procedure to insure full saturation
11. Design calculations, prepared by a professional engineer, for the minimum liner thickness. All designs calculations shall reflect protocol outlined in ASTM F-1216 The calculations shall demonstrate the appropriate wall thickness for each pipe segment and that the liner has been properly undersized to avoid the creation of wrinkles or folds. Tabular liner wall thickness calculations shall be provided for each pipe diameter in no less than 1-foot increments from 3 to 6 feet cover depth and in 2 foot increments thereafter. Special liner wall thickness calculations shall be submitted for installations with less than 3 feet of cover. The liner wall thickness shall be increased as required based on actual pipe ovality, as determined by the pre-installation CCTV inspection.
12. A detailed resume of the field superintendent who will direct the work. The field superintendent shall have at least two- (2) year's field supervisory experience in trenchless pipeline reconstruction. The field superintendent shall be on the job full-time during any and all steps of the pipe installation.

1.04 SAFETY

- A. The Contractor shall be aware that this contract requires work in active sewers and shall perform the work in compliance with all federal, state

and local requirements for safety in confined spaces, work zone safety, and hazardous materials. The Contractor shall conform to all guidelines set forth by the Occupational Safety and Health Administration (OSHA) and Federal Regulations 29 CFR Ch. XVII, Section 1910.146, Confined Space Entry.

- B. The Contractor shall not enter into any sewer segment where hazardous conditions may exist until such time as the source of those conditions are identified and eliminated. The Contractor will report any condition to the City of Largo which may pose a threat to the health and welfare of employees of the City, Contractor, or the general public.
- C. The Contractor will use employees that are properly trained and who are aware of possible work, materials, and job-site related hazards.
- D. The Contractor shall take satisfactory precautions to protect the sewer segments and appurtenances from damage that might be inflicted upon them by the lining operation. Any damage caused to the sewer segment or other public or private property as a result of the grouting operations shall be repaired at the Contractor's expense.
- E. The Contractor will ensure that waste material is properly disposed in accordance with applicable regulations and safety precautions.

Part 2 MATERIALS

2.01 LINER

- A. The liner material shall meet the ASTM D-5813, Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems
- B. The tube shall consist of one or more layers of a flexible needled felt or an equivalent nonwoven or woven material, or a combination of nonwoven and woven materials, capable of carrying resin and withstanding the installation pressures and curing temperatures. The tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends.
- C. The tube should be fabricated to a size that, when installed, will tightly fit the internal circumference for the length of the original conduit without any annular spaces between the liner and host pipe and be able to bridge short areas of missing pipe. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube.
- D. The wet out tube shall be uniform in thickness and when subjected to the installation pressures will meet or exceed the designed finish wall thickness.
- E. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly

bonded to the felt material.

- F. The tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 feet. Such markings shall also include the lining manufacturer's name or identifying symbol.
- G. The liner shall be fabricated from materials which, when cured, will be chemically resistant to internal exposure to constituents normally present in sanitary sewer and stormwater.
- H. Lateral liners shall consist of a factory assembled one piece CIPP liner that provides a resin impregnated partial overlap (interface seal) inside the main pipe and a verifiable non-leaking connection at the junction between the main and lateral pipe. The lateral liner shall be suitable for both wye and tee connections. No materials or devices other than the resin impregnated interface seal will be permitted to affect the connection between the main and lateral pipe. The width of the interface seal overlap material inside the main shall be at least one (1) inch beyond the circular edge of the lateral pipe opening, and of a continuous cross section. The thickness of the liner in the lateral pipe and connection area to the main shall be designed for thickness as specified in this section. The following products and Manufacturers or Assemblers, or approved equals, are acceptable: "LCL" by Nu Flow Technologies, Inc., "Insituform Connection System" by Insituform Technologies, Inc., "Inner Seal Connection System" by Perma-Liner Industries, Inc., and "T-Liner™" by LMK Enterprises.
- I. Chemical grout designed for injection shall be: AV-100 chemical grout as manufactured by Avanti International, or approved equal.

2.02 RESIN SYSTEM

- A. The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured meets the minimum requirements given herein or those that are to be utilized in the design of the CIPP for this project.
- B. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the tube.

2.03 STRUCTURAL REQUIREMENTS

- A. The design thickness of the liner shall be arrived at using standard engineering methodology. ASTM F1216, Appendix X1, has such an acceptable methodology that may be used where applicable. The long-term flexural modulus to be used in the design shall be verified through

testing. The long-term modulus shall not exceed 50% of the short-term value for the resin system unless the tube contains reinforcements. In the event that a reinforced tube is utilized, the long-term flexural modulus shall be the percentage of the short-term modulus as determined by the above referenced testing.

- B. The layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work.
- C. Any reoccurrence may be cause for rejection of the work. The finished CIPP shall fit tightly to the host pipeline at all observable points and shall meet or exceed the minimum thickness established by the design process. The materials properties of the finished CIPP shall meet or exceed the following structural standards:

MINIMUM PHYSICAL PROPERTIES				
Property	ASTM Test Method	Polyester System	Filled Polyester System	Vinyl Ester System
Flexural Strength	D790	4,500 psi	4,500 psi	5,000 psi
Flexural Modulus (Initial)	D790	250,000 psi	400,000 psi	300,000 psi
Flexural Modulus (50 Yr)	D790	125,000 psi	200,000 psi	150,000 psi
Tensile Strength	D638	3,000 psi	3,000 psi	4,000 psi

PART 3 EXECUTION

3.01 LINER INSTALLATION

The work to be performed under this specification shall be performed Monday through Friday, 7:00 a.m. through 6:00 p.m. The City acknowledges that the work to be performed may require performance of work outside of this time frame. All work performed outside of the stipulated time frame must be requested and approved by the City of Largo a minimum of 24 hours in advance of performing such work.

A. Preparation

1. It shall be the responsibility of the City to locate and designate all manhole access points open and accessible for the work, and to provide rights of access to these points. The Contractor shall notify the Engineer of access points that cannot be opened due to obstruction by permanent structures. The Contractor shall be responsible to make all necessary provisions to ensure service conditions and structural conditions of the host pipe are suitable for installation and warranty of the liner. If a street must be closed to traffic because of the orientation of the pipeline, the City shall institute the actions necessary to do this for the mutually agreed time period.
2. The Contractor, when required, shall remove all internal debris out of the pipeline that will interfere with the installation of the CIPP. Cleaning shall conform to the requirements of Technical Specification Section titled Sanitary Sewer Line Cleaning and Closed Circuit Television Inspection.
3. Potable water from the Pinellas County water system shall be used for pipe cleaning and lining operations. The Contractor will obtain a portable potable water meter from the Pinellas County Utility (PCU) department and abide by all requirements set forth by PCU, as well as all applicable state and local regulations, regarding the use of the meter. The Contractor will be responsible for all water use fees, at no cost to the City. The Contractor is responsible for any damage resulting from improper use of hydrants. The Contractor will not use or obstruct fire hydrants in the event of a fire in the area. The contractor shall not waste water from the Pinellas County system because of improper connections or hydrants left open
4. It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP and a tight fit with the host pipe. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process, and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall suspend lining operations and notify the Engineer.
5. The pre-installation CCTV inspection of the pipeline shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections, in accordance with the Technical Specification Section titled Sanitary Sewer Line Cleaning and Closed Circuit Television Inspection. The interior of the pipeline shall be carefully inspected to determine the location of any conditions that may prevent proper installation of the CIPP into the pipelines, and it shall be noted so that these conditions may be corrected. A videotape and suitable log shall be kept for later reference by the City.
6. The Contractor, when required, shall provide for the flow of sewage around the section, or sections, of pipe designated for rehabilitation.

The bypass shall be made by plugging the line at the existing upstream manhole and pumping the flow into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the anticipated flow. The Contractor will be required to submit a detail of the bypass plan to the Engineer for prior approval.

7. The Contractor shall verify all existing pipe diameters prior to ordering liner materials.
8. The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be temporarily out of service, the maximum amount of time of no service shall be 16 hours for any property served by the sewer. The Contractor shall be required to notify the City and all affected properties whose service laterals will be out of commission and to advise against water usage until the sewer main is back in service. Such notification shall be provided to the Utility Department at least one week prior to service disconnecting.

A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

- a. Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems that could arise.
- b. Personal contact and attempted written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.
- c. Personal contact with any home or business that cannot be reconnected within the time stated in the written notice.

B. Product Handling

1. All materials shall be accompanied by test reports certifying that the material conforms to the specifications listed herein.
2. Materials shall be shipped, stored, and handled in a manner consistent with the written recommendations of the Manufacturer.
3. The Contractor shall use all means necessary to protect pipe materials before, during and after installation and to protect the installed work and materials of all other trades.
4. In the event of damage caused to materials, the Contractor shall make all repairs and replacement necessary to the approval of the Engineer at no additional cost to the City.

C. Installation of Full Liner

1. Tube Insertion

- a. The wet out tube shall be inserted/inverted into the pipeline using as defined within relevant ASTM standards previously stipulated. The tube should be inserted/inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
- b. The application of hydrostatic head, compressed air, or other means shall fully extend the liner to the next designated manhole or termination point and inflate and firmly adhere the liner to the pipe wall.
- c. The liner is to be install in a controlled manner at a rate sufficient to prevent damage to the tube. The installation rate shall not exceed 32 feet per minute. The installation head shall be such that, allowing for minor impact, at no time shall the hoop tension in the felt exceed 500 psi or the hoop stress in the polyurethane membrane exceed 8,000 psi

D. Lateral Liner Installation

- a. The installation device shall be pulled into the pipe using a cable winch or robotically transported from the access point to the service connection point with the use of CCTV to correctly position the device as required by the Manufacturer or Assembler. The resin impregnated liner materials shall be protected from contamination until positioned at the point of repair. CCTV documentation of the placement prior curing shall be provided to the Engineer
- b. Lateral liners shall generally be installed after completion of the CIPP liner within the main pipe and extend to the property line or cleanout. The lateral liner tube shall be installed from the bottom up through the lateral opening in the main pipe. Depending on the type of approved products employed, the Contractor may then choose to install the remaining portion of the required length of lateral liner from the top down through a cleanout at the property line. There shall be at least a 12 inch overlap from the upper portion onto the lower portion of the lateral liner if install separately, and the portion install from the bottom up through the lateral opening in the main pipe shall extend at least three feet into the lateral from the main pipe. Liner overlaps and termination points shall not occur at any pipe bends.
- c. The application of hydrostatic head compressed air or other means shall fully extend the liner to the termination point and inflate and firmly compress the liner against the host pipe wall.
- d. The post rehabilitation CCTV inspection for the lateral liner installation shall be accomplished from within the main pipe with a pan and tilt camera and from within the lateral pipe, either

from the main line or clean-out, to fully document the installation. A resin impregnated sample (wick) shall be retained by the Contractor to provide verification of the curing process taking place in the lateral pipe and for testing as required.

2. Curing

- a. The contractor shall provide a suitable heat source and distribution system capable of delivering hot water, air and/or steam throughout the entire length of the liner to quickly and uniformly raise the temperature in the liner above the temperature required to commence the exothermic reaction of the resin, as determined by the catalyst system employed.
- b. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water/steam supply to determine when uniform temperature is achieved throughout the length of the liner. Temperature in the liner during the initial and post cure period shall be as specified by the resin supplier. In addition to the gauges on the incoming and outgoing water/steam supply, there shall be thermo couples placed between the liner and the sewer pipe at the end of the liner being cured to accurately measure the liner temperature. The contractor shall submit, in writing, for approval, his method of monitoring line curing temperatures.
- c. A record of the reading of the thermocouple shall be kept and presented for each section lined.
- d. Initial cure shall be deemed to be completed when inspection of the exposed portions of liner appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure temperature shall be held for the period recommended by the resin manufacturer, during which time the distribution and control of the curing medium shall continue. The curing process for the CIPP shall consider the host pipe material, resin/catalyst system, ambient temperature, moisture level and thermal conductivity of the soil.

3. Cool-Down

- a. The hardened liner shall be cooled to a temperature below 100 degrees F before relieving the static head or pressure in the lined pipe and returning normal flow back into the system. The cool down may be accomplished by introducing cool water or air into the lined pipe. Care shall be taken in the release of the static head or pressure so that a vacuum will not develop which could damage the newly installed liner.

3.02 FINISH

- A. The finished pipe liner shall be continuous over the entire length of an insertion run and be as free as, commercially practicable, from visual defects such as foreign inclusions, pinholes, and de-lamination. The

pipe liner shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground through the sidewall of the lined pipe.

- B. Any defects which will, or could, affect the integrity of strength of the liner shall be repaired at the Contractor's expense, in a manner approved by the City.
- C. The beginning and end of the new CIPP pipe liner shall have manufacturer approved end restraints installed and be sealed to the rehabilitated host pipe using a product equal to "3M 5600 Polyurethane Grout" and a compatible acrylic additive. At the time of final inspection, there shall be no evidence of groundwater infiltration through the annular space between the liner and the host pipe. All manhole terminations sealed by grout shall also require a smooth, uniformed concrete transition between the manhole wall, bench and invert.

3.03 SERVICE REINSTATEMENT

- A. After the pipe liner has been cured, the Contractor shall internally reconnect the existing service connections. The Contractor shall be responsible to confirm the active laterals prior to reconnection. In the case of non-man entry pipes, reconnection shall be performed from the interior of the pipeline by means of the television camera and a cutting device that re-establishes them to not less than 100 percent diameter. All reinstated services shall be cut neat and smooth and shall be wire brushed and smoothed to prevent collection of solids and potential blockages at service connections.

3.04 LATERAL SEALING

- A. Prior to starting work, the Contractor shall determine if leaks at service laterals can be fixed from the pipe interior. If excavation at the service lateral within the right-of-way is required, the City reserves the right to delete the sewer span between manholes from the work assignment at its discretion. If the service lateral is leaking upstream of the right-of-way line, the Contractor shall notify the Engineer.
- B. Sewer service reconnections shall be sealed with the use of equipment which consists of a closed circuit television system and a special sealing packer device, along with the necessary chemical sealant containers, pumps, controls, regulators, valves hoses, etc. The special lateral sealing packer with an inversion tube or bladder, 36 inch minimum length, to reach up into the service pipe shall be so constructed that it can straddle four (4) to six (6) inch diameter service connections in eight (8) inch or larger main sewer lines. When properly positioned, and with the end elements inflated, a special inflatable sealing tube shall be extended up the service connection, thereby isolating a portion

of the service connection containing one or more pipe joints for sealing. The control unit for the device shall have provisions for accurately controlling the packer functions in addition to monitoring the inflation pressure and the void pressure in the isolated area to sealed.

- C. After the packer device has been properly positioned in the main line, with the inflatable tube extended into the service connection, the connection shall be sealed by the injection of the chemical sealant. The chemical sealant shall be injected through the special packer device into the annular space between the inflatable tube and the service connection. The injection of the chemical sealant shall continue until the chemical fluid back pressure is sufficient to insure the complete sealing of all the defects along the length of the inflatable tube.
- D. After the service connection has been successfully sealed, the following procedures shall be performed to insure that the sealing operation did not block the service connection.
 - 1. The inflatable tube shall be removed from the connection.
 - 2. The packer and elements shall be deflated.
 - 3. The special packer shall be moved forward and the 360° CCTV camera shall be positioned in the center of the service connection and rotated to look up the service connection to insure that the chemical sealant did not cause blockage.
- E. If blockage is observed, the chemical sealant shall be removed to insure the service connection is free flowing.
- F. The chemical sealant used shall be in accordance with the requirements set forth in the specifications, or as approved by the Engineer.
- G. At the time of final inspection, there shall be no evidence of groundwater infiltration entering the lined pipe from between the liner and the host pipe at the service laterals.
- H. Lateral Seal Test
 - 1. At the direction of the Engineer, the contractor shall pressure test the lateral connection seal.
 - 2. The Contractor shall position a bladder packer over the lateral opening and inflate the inversion tube to isolate the lateral. The bladder shall be pressurized to four (4) PSI plus 0.5 PSI for each foot of groundwater above the sewer invert. Maximum pressure shall be nine (9) PSI.
 - 3. Once the required pressure has been achieved, the air supply shall be disconnected and the time required for the void pressure to drop 0.5 PSI shall be recorded. If the pressure drops more than 0.5 PSI in less than ten (10) seconds, the lateral shall be regouted and retested.

3.05 FINAL ACCEPTANCE

- A. The Contractor shall prepare a sample for each installation of CIPP. The samples shall be restrained samples for diameters of CIPP less than 18"; and flat plate samples for diameters of CIPP 18" and larger. The flat plate samples shall be taken directly from the wet out tube, clamped between flat plates, and cured in the downtube. The restrained samples shall be tested for thickness and initial physical properties; flat plate samples shall be tested for initial physical properties only.
- B. After installation of the pipe liner and reinstatement of service connections, the Contractor shall perform a TV inspection in the presence of the City's Representative. A radial view TV camera shall be used. The finished pipe liner shall be continuous over the entire length of each installation. The pipe liner shall be free of significant visual defects, damage, deflection, holes and the like, other than in areas of reduced host pipe cross section, wherein a minor longitudinal fold may have formed. Any deformities in the liner, not caused by irregularities in the host pipe that significantly restrict the sanitary sewer flow as determined by the Engineer, shall be repaired by the Contractor at no cost to the City. Reinstated service connections shall be neat, smooth and properly grouted to prevent infiltration of groundwater.

3.06 CLEAN-UP

- A. After the pipe liner installation has been completed and inspected, the Contractor shall clean up the project area. All excess material and debris not incorporated in the permanent installation shall be disposed of by the Contractor. The Contractor, in accordance with State and Federal laws and regulations shall dispose of all excess material and debris not incorporated in the permanent installation. The project area affected by the Contractor's operations shall be restored to original condition, or better.

3.07 WARRANTY

- A. The manufacturer shall warrant the pipe liner to be free from defects in raw materials for one (1) year from the date of delivery. The Contractor shall warrant the pipe liner installation for a period of three (3) years. During the Contractor warranty period, any defect, which materially affects the integrity or strength of the pipe liner, shall be repaired at the Contractor's expense in a manner mutually agreed to by the City and the Contractor.
- B. If a liner fails to reform, the Contractor shall be required to remove the failed liner at no additional cost to the City. This shall include, but not be limited to, all material, excavation, backfilling, cutting concrete, pipe, shoring, temporary pavement, permanent pavement, permits, and other incidental work required to remove the liner from the host pipe. If removal is not feasible, or if removal will cause more harm than acceptable to the host pipe, alternatives may be proposed by the

Contractor to the Engineer for review and approval. The integrity of the existing pipe, where the liner was removed, shall be rehabilitated by installing another new pipe section. There shall be no direct payment for this work

[END OF SECTION]

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials. The work shall include the performing of all operations to construct/rehabilitate sanitary sewer, and storm sewer drainage improvements for the City of Largo as described and specified further in the Technical Specifications, and as shown on the Contract Drawings.
- B. Except as specifically noted, the Contractor shall provide and pay for:
 - 1. Labor, materials, tools, construction equipment, and machinery.
 - 2. Water and utilities required for construction.
 - 3. Other facilities and services necessary for proper execution and completion of the work.
 - 4. Testing lab services.
- C. The Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the City of Largo, Pinellas County and the State of Florida.
- D. Roadway restoration/reconstruction for any individual street shall be completed within 30 calendar days subsequent to substantial completion of underground utility construction on a street by street basis. The submitted construction schedule shall indicate this construction sequence.

1.02 EROSION AND SEDIMENT CONTROL

The Contractor shall implement erosion and sediment control practices that will prevent the introduction of pollutants into the storm water system. Erosion and sediment controls shall include both stabilization practices and structural practices.

The Contractor shall take adequate precautions to prevent siltation and bank erosion in discharging well point systems or during other construction activities. This includes the placement of erosion control devices, such as silt barriers or settling basins, when necessary to prevent silt from entering the drainage system. Whenever traffic will be leaving a construction site and moves directly onto a public road or other paved area, a temporary gravel construction entrance, per City of Largo Standards, shall be installed to reduce the amount of sediment transported onto public roads by motor vehicles or runoff. The entrance shall be maintained in a condition that will prevent tracking or flow of sediments onto public rights-of way. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately. The road or paved area must be swept daily for sediments and stones.

All erosion and sediment control devices shall be checked daily or immediately after a storm event and shall be cleaned out and/or repaired as required. All erosion and sediment control methods shall be in accordance with F.D.O.T. Index No. 102 and shall comply with all state and local water quality standards. The City Engineer or the appointed City personnel has the right to enforce immediate cleanup and maintenance of any and all sediments on or off site.

1.03 HOUSEKEEPING BMP'S

A construction site management plan shall be developed by the Contractor to prevent pollutants from entering the storm water system. Pollutants include but are not limited to oils, grease, paints, gasoline, concrete truck washdown, solvents, litter, debris and sanitary waste.

The construction site management plan shall designate areas for equipment maintenance and repair; shall provide waste receptacles at convenient locations and shall provide regular collection of wastes; shall locate equipment washdown areas on site and shall provide appropriate control of washwaters; shall provide protected storage areas for chemicals, paints, solvents fertilizers and other potentially toxic materials; and shall provide adequately maintained sanitary facilities

1.04 STORAGE OF MATERIALS

The Contractor shall furnish suitable storage facilities. All materials, supplies and equipment intended for use in the work shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. The Engineer will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the Engineer.

Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in a manner acceptable to the Engineer before any payment for same will be made. Materials strung out along the line of construction will not be allowed unless the materials will be installed within one week from the time of unloading and stringing out.

1.05 PRESERVATION OF PROPERTY

The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or to make good such damage for injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due, or which may become due, the Contractor under this contract.

1.06 CLEAN UP

The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for the alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.

The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operation. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall

be immediately restored to original condition as upon completion of the project.

1.07 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the Engineer and other jurisdictional governmental authority, if any. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight except during road closing. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

1.08 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 Law.

1.09 CONTRACTOR'S USE OF PREMISES

- A.** Coordinate the use of premises under direction of Engineer.
- B.** Assume full responsibility for the protection and safekeeping of equipment and materials stored on the site.
- C.** Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate Contractor.

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 EXPLANATION AND DEFINITIONS

The following explanation of the Measurement and Payment for the bid form items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing such as part of the Contract.

1.02 PAYMENT

- A. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed. Such work shall include, but is not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, and all other appurtenances to complete the construction and installation of the work, to the configuration and extent as shown on the drawings, and/or described in the specifications.
- B. It is intended that all sediment and erosion control, testing, insurance, bond, license and other miscellaneous administrative costs, and all other costs to the Contractor not specifically identified in the following item description be distributed among and included in the unit prices stated. No additional payment shall be made for transportation, communications, office maintenance, project signs, maintenance of traffic, barriers, and other incidental work or services, and no further payment shall be made for re-mobilization unless all of the work is suspended by the Engineer for a period in excess of three months and through no fault to the Contractor.
- C. All required manufacturer testing and certification should be included in the unit prices shown in the Proposal and Contract. Density testing required for compacted back-filling, and concrete strength and materials testing required at the time of construction shall be performed and paid for by the contractor.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

3.01 CURED IN PLACE PIPE (CIPP) LINING - Bid Items No. 1, 3, 5, 7,9,11, 13, 15, 17, 19, 21, 23, 25, 27, & 29

- A. Payment for cured in place pipe (CIPP) lining, for the various pipe diameters, shall be made at the Contractor's corresponding unit price per linear foot of liner installed and accepted, as determined by the Engineer, in accordance with the specifications. Measurement shall be along the center line of the pipe, from wall of manhole inlet to wall of manhole inlet.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment setup, initial line cleaning, initial and final CCTV inspection, grouting of liner annular space at manholes, plugging and bypass pumping required for the complete installation of cured in place pipe (CIPP) lining, in accordance with the specifications

3.02 COST FOR EACH 1.5 MM INCREASE IN LINER THICKNESS - Bid Items No. 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28 & 30

- A. Payment for this item will be made at the Contractor's unit price per linear foot for each incremental 1.5 millimeter increase in liner thickness above the base liner thickness for each pipe diameter.
- B. Payment shall be made in addition to the base bid thickness unit price per linear foot for each pipe diameter.

3.03 FOLD AND FORM PVC LINER - Bid Items No. 31, 32, & 33

- A. Payment for fold and form PVC lining, for the various pipe diameters, shall be made at the Contractor's unit price per linear foot of liner installed and accepted, as determined by the Engineer, in accordance with the specifications. Measurement shall be along the center line of the pipe, from wall of manhole inlet to wall of manhole inlet.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment setup, initial line cleaning, initial and final CCTV inspection, grouting of liner annular space at manholes, plugging and bypass pumping required for the complete installation of fold and form PVC lining, in accordance with the specifications.

3.04 INITIAL SERVICE LATERAL CCTV INSPECTION, FROM MAIN, UP TO 30 LF - Bid Item No. 34

- A. Initial Service Lateral CCTV inspection is defined as the preliminary inspection of a service lateral for the purpose of allowing the City to evaluate the condition of the lateral and determine what rehabilitation method(s) are needed. This definition applies to sections 3.05, 3.06, 3.07 and 3.08.
- B. Payment for service lateral CCTV inspection (4" - 6" dia.), from main line, up to 30 linear feet shall be made at the Contractor's unit price per each CCTV inspection performed and accepted, as determined by the Engineer, in accordance with the specifications. Measurement shall be along the center line of the pipe, from the main line/service lateral connection to a point 30 feet up the lateral.
- C. The Contractor unit price shall include full compensation for all labor, materials, and equipment setup, plugging and bypass pumping required for service lateral CCTV inspection (4" - 6" dia.), up to 30 linear feet, in accordance with the specifications.

3.05 INITIAL SERVICE LATERAL CCTV INSPECTION, FROM MAIN, BEYOND INITIAL 30 LF - Bid Item No. 35

- A. Payment for service lateral CCTV inspection (4" - 6" dia.), beyond initial 30 linear feet, shall be made at the Contractor's unit price per linear foot of service lateral inspected and accepted beyond the initial 30 LF, as determined by the Engineer, in accordance with the specifications. Measurement shall be along the center line of the pipe.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment setup, plugging and bypass pumping required for service lateral CCTV inspection (4" - 6" dia.), beyond initial 30 linear feet, in accordance with the specifications.

3.06 INITIAL SERVICE LATERAL CCTV INSPECTION, FROM CLEAN-OUT, UP TO 30 LF -
Bid Item No. 36

- A. Payment for service lateral CCTV inspection (4" - 6" dia.), from clean-out, up to 30 linear feet shall be made at the Contractor's unit price per each CCTV inspection performed and accepted, as determined by the Engineer, in accordance with the specifications. Measurement shall be along the center line of the pipe, from the main line/service lateral connection to a point 30 feet up the lateral.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment setup, plugging and bypass pumping required for service lateral CCTV inspection (4" - 6" dia.), from clean-out, up to 30 linear feet, in accordance with the specifications.

3.07 INITIAL SERVICE LATERAL CCTV INSPECTION, FROM CLEAN-OUT, BEYOND INITIAL 30 LF -
Bid Item No. 37

- A. Payment for service lateral CCTV inspection (4" - 6" dia.), beyond initial 30 linear feet, shall be made at the Contractor's unit price per linear foot of service lateral inspected and accepted, as determined by the Engineer, in accordance with the specifications. Measurement shall be along the center line of the pipe.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment setup, plugging and bypass pumping required for service lateral CCTV inspection (4" - 6" dia.), beyond initial 30 linear feet, in accordance with the specifications.

3.08 CURED IN PLACE PIPE (CIPP) SERVICE LATERAL LINING, INITIAL 30 FEET -
Bid Items No. 38

- A. Payment for cured in place pipe (CIPP) lining and main/lateral connection system (4" - 6" dia.) shall be made at the Contractor's unit price per each liner, up to 30 feet in length, installed and accepted, as determined by the Engineer, in accordance with the specifications. Measurement shall be along the center line of the pipe, from the main line/service lateral connection to the clean-out.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment setup, initial lateral cleaning, any additional pre-installation CCTV inspection performed in addition to pay items 37 through 34, as deemed necessary by the Contractor, post CCTV inspection, plugging and bypass pumping required for the complete installation of cured in place pipe (CIPP) lining and main/lateral connection system (4" - 6" dia.), in accordance with the specifications.

3.9 CURED IN PLACE PIPE (CIPP) SERVICE LATERAL LINING, BEYOND INITIAL 30 FEET -
Bid Item No. 39

- A. Payment for cured in place pipe (CIPP) lining beyond the initial 30 linear feet (4" - 6" dia.) be made at the Contractor's corresponding unit price per liner foot of additional liner length, installed and accepted, as determined by the Engineer, in accordance with the specifications.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment setup, initial lateral cleaning, any additional pre-installation CCTV inspection performed in addition to pay items 37 through 34, as deemed necessary by the Contractor,

post CCTV inspection, plugging and bypass pumping required for the complete installation of additional cured in place pipe (CIPP) lining (4" - 6" dia.), in accordance with the specifications.

3.10 CLEAN-OUT INSTALLATION, UP TO 5 FT. IN DEPTH - Bid Items No. 40, 41 & 42

- A. Payment for service lateral clean-out installation, up to 5 feet in depth shall be made at the Contractor's unit price for the various surface conditions, per each clean-out installed and accepted, as determined by the Engineer, in accordance with the specifications. Depth measurement shall be from the existing grade to the invert elevation of the service lateral at the point of the clean-out installation.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment required for service lateral clean-out installation, including backfill, compaction and all necessary surface restoration, in accordance with the specifications.

3.11 CLEAN-OUT INSTALLATION, BEYOND 5 FT. IN DEPTH - Bid Item No. 43

- A. Payment for service lateral clean-out installation, beyond 5 feet in depth shall be made at the Contractor's unit price per vertical foot in depth beyond the initial 5 foot clean-out installation cost. Depth measurement shall be from the existing grade to the invert elevation of the service lateral at the point of the clean-out installation.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment required for service lateral clean-out installation beyond 5 feet in depth, in accordance with the specifications.

3.12 PRESSURE TEST, MAIN LINE JOINT - Bid Items No. 44, 45 & 46

- A. Payment for pressure testing of main line pipe joints, for the various pipe diameters, shall be made at the Contractor's unit price per each joint tested, in accordance with the specifications.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment setup, initial line cleaning, plugging and bypass pumping required perform main line pipe joint pressure testing, in accordance with the specifications.

3.13 GROUT SEAL MAIN LINE JOINT - Bid Items No. 47, 48 & 49

- A. Payment for sealing main line pipe joints with chemical grout, for the various pipe diameters, shall be made at the Contractor's unit price per each joint sealed, in accordance with the specifications.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment setup, initial line cleaning, plugging bypass pumping and all other work required to grout seal main line pipe joints, in accordance with the specifications. The Contractor's unit price for main line joint grouting shall also include the cost of Warranty CCTV inspection.

3.14 GROUT SEAL SERVICE LATERAL CONNECTION - Bid Item No. 50

- A. Payment for grout sealing service lateral connections, from the main line, with chemical grout, for a minimum distance of 24 inches, shall be made at the Contractor's unit price per each lateral sealed, in accordance with the specifications.

- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment setup, plugging and bypass pumping required to grout seal service lateral connections, in accordance with the specifications.

3.15 MOBILIZATION - Bid Items No. 51 & 52

- A. Payment for mobilization shall be made at the Contractor's unit price for mobilization for each task order issued, at the appropriate linear foot/lateral liner category price.
- B. The Contractor unit price shall include full compensation for mobilizing all necessary staff and equipment to perform the work specified in the task order.

3.16 MAINTENANCE OF TRAFFIC - Bid Items No. 53, 54 & 55

- A. Payment for maintenance of traffic shall be made at the Contractor's unit price per each day traffic maintenance is required, to perform the assigned work. Maintenance of traffic provisions must conform to the requirements of the governmental agency having jurisdiction over the right-of-way.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment required to setup, maintain and remove all necessary maintenance of traffic provisions, in accordance with the specifications.

3.17 WORK IN REAR EASEMENTS AND/OR AWAY FROM TRAVELWAYS - Bid Item No. 56

- A. Payment for work performed in rear easement areas and/or away from travel ways shall be made at the Contractor's unit price per each instance where work is necessary in these areas
- B. The Contractor unit price shall include full compensation for the additional cost, including all labor, materials, and equipment required to perform work assignments in rear easements and/or way from travelways..

3.18 SPECIALTY CLEANING - Bid Items No. 57, 58, 59, 60, & 61

Payment for initial, routine, line cleaning shall be included in the unit costs for the various rehabilitation methods. Specialty cleaning is defined as the removal of material and/or debris where the level of debris is greater than 20% of the pipe diameter, or when there is the presence of grease, roots, pre-existing liner system, tuberculation or other such materials that require special cleaning equipment. The unit price for specialty cleaning shall be inclusive of any additional equipment or resources necessary for the removal and disposal of such material, and shall be paid for the actual lineal feet cleaned.

- A. Payment for specialty cleaning, for the various pipe diameter ranges and categories, shall be made at the Contractor's corresponding unit price per linear foot of lines cleaned and accepted, as determined by the Engineer, in accordance with the specifications. Measurement shall be along the center line of the pipe for the actual length of pipe cleaned.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment, setup, plugging and bypass pumping required for specialty cleaning, including removal and disposal of debris materials.

3.19 HAMMER TAP REMOVAL - Bid Item No. 62

- A. Payment for hammer tap removal shall be made at the Contractor's unit price per each

hammer tap removed and accepted, as determined by the Engineer, in accordance with the specifications.

- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment, setup, plugging and bypass pumping required to cut protruding hammer taps flush with the inside surfact of the pipe and removal of all resulting debris.

3.20 LATERAL REINSTATEMENT AND GROUTING - Bid Item No. 63

- A. Payment for lateral reinstatement and grouting shall be made at the Contractor's unit price per each service lateral reinstated, grouted and accepted, as determined by the Engineer, in accordance with the specifications.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment, setup, plugging and bypass pumping required to reinstate the the service lateral and seal the annular space between teh liner and host pipe with chemical grout.

3.21 WARRANTY CLEANING AND CCTV INSPECTION - Bid Item No. 64

- A. Payment for warranty cleaning and CCTV inspection shall be made at the Contractor's corresponding unit price per linear foot of line cleaned and inspected, as determined by the Engineer, in accordance with the specifications. Measurement shall be along the center line of the pipe, from wall of manhole inlet to wall of manhole inlet.
- B. The Contractor unit price shall include full compensation for all labor, materials, and equipment, setup, plugging and bypass pumping required for warranty cleaning and CCTV inspection, including removal and disposal of debris materials.

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART 1 - GENERAL

REQUIREMENTS INCLUDED

- A. Contractor shall be responsible for all cutting, fitting and patching, including related excavation and backfill, required to complete the Work or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the Work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirement of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01630: Substitutions and Product Options.
- C. Section 02220: Trenching, Backfilling and Compacting.
- D. Section 02661: Water Mains.

1.03 SUBMITTALS

- A. Submit a written request to Engineer well in advance of executing and cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the project.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant element or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the Project.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
 - 5. Description of proposed work:
 - a) Scope of cutting, patching, alteration, or excavation.
 - b) Trades who will execute the work.
 - c) Products proposed to be used.
 - d) Extent of refinishing to be done.
 - 6. Alternative to cutting and patching.
 - 7. Cost proposal, when applicable.
 - 8. Written permission of any separate contractor whose work will be affected.
- C. Should conditions of Work or the schedule indicate a change of products from original installation, contractor shall submit request for substitution as specified in Section 01630 - Substitutions and Product Options.
- D. Submit written notice to Engineer designating the date and the time the Work will be uncovered.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Comply with specifications and standards for each specific product involved.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of Products, or performance of work.
- C. Report unsatisfactory or questionable conditions to Engineer in writing; do not proceed with work until Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fittings and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract documents.
- F. Fit work airtight to pipes, sleeves, ducts, conduit or other penetrations through surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

SECTION 01530

BARRIERS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

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 01010: Summary of Work.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

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 six feet.

B. Open-Mesh Fence:

1. No 11 gauge, two inch mesh, 72 inches high galvanized chain link fabric, with extension arms and three strands of galvanized barbed wire.
2. Galvanized steel posts; 1-1/2 inch line posts and two inch corner posts.

2.03 BARRIERS

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 purposes.
- 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 Owner.
- C. Provide additional security measures as deemed necessary and approved by the Engineer.

3.03 TREE AND PLANT PROTECTION

- A. Preserve and protect existing trees and plants at site which are designated to remain, and those adjacent to site.
- B. Consult with the Engineer, and remove agreed-on roots and branches which interfere with construction.
 - 1. Employ qualified tree surgeon to remove branches and treat cuts.
- C. Provide temporary barriers to a height of six 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, omit, when construction has progressed to the point that they are no longer needed and when approved by Engineer.
- B. Repair damage caused by construction. Fill and grade areas of the site to the required evaluations, and clean up the area.

SECTION 01570

TRAFFIC CONTROL

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow around the construction area.
- B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

1.02 REFERENCES

Traffic regulation shall be in accordance with F.D.O.T. Roadway and Traffic Design Standards, Manual on Uniform Traffic Control Devices, and FDOT Standard Specifications, latest Editions.

1.03 TRAFFIC CONTROL PLAN

- A. The Contractor is to prepare a traffic control plan and/or policy statement for each phase of construction. This plan is to be presented to the City Engineer at or before the pre-construction meeting.
- B. All proposed traffic control plans and policy statements shall be complete and in compliance with Section 1.02.

1.04 TRAFFIC SIGNALS AND SIGNS

- A. Provide and operate traffic control and directional signals required to direct and maintain an orderly flow of traffic in all areas under Contractor's control, or affected by Contractor's operations.
- B. Provide traffic control and direction signs, post mounted, at all areas required by Section 1.02.
- C. Traffic Signals - Construction requiring traffic signal modification shall be reported to the City Engineer at least 72 hours prior to the commencement of such activities. All excavation work within 30 feet of any traffic signal shall be reported to the City Engineer at least 72 hours prior to its commencement.
- D. All existing traffic signs shall remain visible throughout construction activities unless superseded by required construction signing.

1.05 FLAGMEN

Provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes, as required for regulation of traffic (See Section 1.02).

1.06 FLARES AND LIGHTS

- A. Provide lights as required by Section 1.02.
 - 1. To clearly delineate traffic lanes and to guide traffic as required in Section 1.02
 - 2. For use by flagmen in directing traffic.

- B. Provide illumination of critical traffic and parking areas as required in Section 1.02.

1.07 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.
- B. Monitor parking of construction personnel's private vehicles.
 - 1. Maintain free vehicular access to and through parking areas and driveways.
 - 2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.08 CONSTRUCTION VEHICLES

- A. All slow moving construction vehicles shall have a slow moving sign visible from the rear of the vehicle.
- B. All vehicles used for construction activities shall have audible back-up warning devices.

1.09 ROAD CLOSURES

- A. No road shall be closed prior to receiving approval from the City Engineer.
- B. At least seven days prior to a proposed road closure, the contractor shall submit to the City Engineer a complete traffic control plan. This plan shall include the following minimum information:
 - 1. Sketch of work site and all area roads, streets and mark driveways.
 - 2. Proposed detour route.
 - 3. All necessary traffic control devices to be used.
 - 4. Emergency contractor contact person name and phone to be available 24 hours a day.
 - 5. Estimated times/dates of road closure.
- C. The City Engineer shall have the authority to approve an emergency road closure.

PART 2 - PRODUCTS

- A. All traffic control devices shall meet or exceed FDOT certification standards.
- B. All traffic signs shall have high intensity face material.

PART 3 - EXECUTION

- A. Upon notification by the owner either verbally or in writing, the contractor shall correct any noted deficiencies within one hour.
- B. Inspection of all traffic control items shall be accomplished at least twice per day. One of these inspections shall be at the end of the work day or at night.

SECTION 02512

CONCRETE SIDEWALK RESTORATION

PART 1 - GENERAL

1.01 SCOPE

The work to be performed under this item shall include the selling and delivering and the installing of concrete sidewalk which have been removed and/or damaged during the course of construction of the work performed under this Contract. The sidewalk shall be replaced to the same width as the original sidewalk.

1.02 REFERENCES

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction 2040 Section 346 "Portland Cement Concrete".

PART 2 - MATERIALS

2.01 ACCEPTABLE MATERIALS

- A. The concrete mix shall produce standard weight concrete with the following properties to be verified by the use of the appropriate listed test methods.
 - 1. Compressive strength: 3,000 psi at 28 days - tested according to ASTM designation C31 (AASHTO T23)
 - 2. Slump Range: 2-4 inches - tested according to ASTM designation C143 (AASHTO T119)
- B. Joint materials shall be in accordance with FDOT Specification Section 932.

PART 3 - EXECUTION OF WORK

All material, labor, forms, tools and equipment for restoration of the sidewalk shall be supplied by the Contractor. All disturbed sidewalk shall be replaced with 4-inch thick 3,000 psi concrete (6-inches thick at driveways) to the widths required. The sidewalk finish shall match as near as possible the original finish. Broken or cracked sidewalk shall be removed and disposed of as directed by the Engineer.

SECTION 02574

PAVEMENT REMOVAL AND REPLACEMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Work included under this Section consists of cutting, removing, protecting and replacing existing pavements of the various types encountered, roadways, driveways, sidewalks, curb and combination curb and gutter.
- B. Protection of Existing Improvements: The Contractor shall be responsible for the protection of all pavements, sidewalks and other improvements within the work area. All damage to such improvements, as a result of the Contractor's operations, beyond the limits of the work of pavement replacement as described herein, shall be repaired by the Contractor at his expense.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials, including limerock, bituminous prime and tack coat, and asphaltic concrete for the above work shall meet the requirements established therefore by the FDOT Specifications.
 - 1. Limerock shall be Miami or Ocala Limerock.
 - 2. Bituminous prime coat material shall be cutback asphalt Grade RC-70.
 - 3. Bituminous tack coat material shall be emulsified asphalt Grade RS-2.
 - 4. Asphaltic concrete shall be Type S-III

PART 3 - EXECUTION

3.01 PREPARATION

Pedestrian or school crossings: Where the work crosses or interferes with school or pedestrian crossings, extreme care shall be taken by the contractor to insure the safety of school children or other pedestrians.

3.02 PERFORMANCE

- A. Removals:
 - 1. prior to trench excavation, leaving a uniform and straight edge, with minimum disturbance to the remaining adjacent surfacing. The width of cut for this phase of existing pavement removal shall be minimal.
 - 2. Sidewalk, Drive, and Curb Removal: Concrete sidewalks, curbs, combination curb and gutter, walks, drive ribbons, or driveways shall be removed by initially sawing the structure, with a suitable power saw, as specified above for pavement. When a formed joint in the concrete exists within 3-feet of the proposed saw cut and parallels the proposed saw cut, the removal line shall be extended to the formed joint. After sawing, the material shall be removed.

B. Restorations:

1. General: Street or roadway pavement cut and removed in connection with trench excavation shall be replaced or restored in equal or better condition than the original and as shown on the Drawings. The Drawings indicate minimum requirements.
2. Pavement Restoration - Asphalt:
 - a) Limerock base course shall be compacted for its full thickness to not less than 98 percent of maximum density as determined by AASHTO T-180.
 - b) Construction methods and equipment shall generally meet the requirements therefore as established in the FDOT Specifications, but shall be modified to meet the relatively narrow strip construction conditions. Any such modifications shall be approved by the Engineer prior to their use.
 - c) Joints with existing surface and base shall be straight and neat. If necessary to obtain a straight net joint, the Contractor shall cut out sufficient existing material and replace it with new material.
 - d) The upper surface of the completed base course shall be compacted to an elevation to permit the full depth of the surface course to be of the pavement surface. The completed surface shall match the line and grade of the existing surface. When pavement is removed to the edge of the roadway, the replaced base course shall extend not less than 6-inches beyond the edge of the surfacing constructed without deviating from the grade
3. Driveway Restoration - Asphalt: Driveway pavement with limerock base cut and removed in connection with trench excavation shall be replaced or restored as specified above for street or roadway pavement, except the new limerock base course shall equal the existing base course in thickness, except that in no case shall new driveway base course be less than 6-inches in thickness. Muck or unsuitable material found under existing driveway construction will not be removed and replaced.
4. Concrete, Sidewalk, Walkway, Driveway Ribbon and Curb Restoration.
5. Concrete sidewalks, walkways, driveways, driveway ribbons and curbs required to be removed for the installation of facilities under this Contract shall be restored. Class B concrete shall be used in all cases.
6. Replaced portions of these items shall conform to the lines, grades and cross sections of the removed portions. Concrete sidewalks and walkways shall be of 4-inch thickness; concrete driveways and driveway ribbons shall be 6-inch thickness. Replaced concrete curb and/or gutter shall joint neatly to the remaining section.
7. Pavement Restoration - Concrete: Rigid pavement shall be replaced in kind with Class B concrete, using high early strength cement

SECTION 02934

SODDING

PART 1 - GENERAL

1.01 SCOPE

Provide all labor, materials and equipment necessary for complete sodding of areas affected by construction and not within the area covered by the Landscaping Plans. This shall include, but not be limited to: liming, fertilizing, sodding, necessary barriers, tests and all incidentals to make the work complete.

1.02 WORK INCLUDED

- A. Testing of topsoil.
- B. Raking and leveling topsoil as required for sodding.
- C. Liming and fertilizing of topsoil.
- D. Laying and rolling of sod.
- E. Maintaining sod.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Fertilizer:
 - 1. Fertilizer shall be commercial fertilizer, as manufactured by International Chemical Company or approved equal.
 - 2. Said fertilizer shall have a 10-20-6 N.P.K. content and contain a minimum of 60% of organic material.
 - 3. It shall be delivered at the site in the original sealed containers.
- B. SOD:
 - 1. The sod shall be as grown by a certified turf nursery and CONTRACTOR shall inform ENGINEER as to the source of the sod to be utilized prior to ordering and delivery of sod.
 - 2. Sod shall be furnished and installed in rectangular sod strips measuring 12 to 16-inches in width of standard lengths of not less than 2 feet and delivered on pallets.
 - 3. After the preparation of the areas to be sodded has been approved by ENGINEER sod all previously sodded areas where no permanent construction exists. Supply and install sod which is equal to or approved equal to sod which exists at the project site. As a minimum, Type No. 1 sod composed of grasses grown from a Bahia Seed mixture shall be used for stabilization of final grade.
 - 4. St. Augustine Floratam Sod shall be placed in areas that will be or are irrigated. Bahia sod shall be placed in areas not irrigated.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. These areas shall be fine graded to achieve the finished subgrade after compaction which shall be obtained by rolling, dragging or by an approved method which obtains an equivalent compaction to that produced by a hand roller weighing from 75 to 100 pounds per foot of width. All depressions caused by settlement or rolling shall be filled with additional existing or

furnished topsoil and regraded and prepared as specified above until it presents a reasonably smooth and even finish at the required sod sub-grade.

- B. All sod furnished shall be living sod containing at least 70% of thickly matter grasses as specified and free from noxious weeds.
- C. No broken pads or torn or uneven ends will be accepted. Standard size sections of sod shall be strong enough to support own weight and retain their size and shape when suspended vertically with a firm grasp on the upper 10% of the section. Sod shall not be harvested when its moisture content (excessively wet or dry) may adversely affect its survival.
- D. Sod shall be harvested, delivered, and installed within a period of 36 hours. Sod not installed within this time period shall be subject to inspection and rejection by ENGINEER, and shall be removed from the site and a fresh sod supply shall be furnished at no extra cost to OWNER.
- E. The topsoil shall not be moist at time of installation; however, it shall contain sufficient moisture so as not be powdery or dusty, both as determined by the supplier's representative.
- F. The overlapping of existing lawn with new sod along limit of work lines will not be permitted. Sod shall be laid in strips, edge to edge, with the lateral joints staggered. All minor or unavoidable openings in the sod shall be closed with sod plugs or with topsoil, as directed by ENGINEER. However, sod laid with joints determined to be too large shall be lifted and re-laid as specified herein at no extra cost to OWNER.
- G. Immediately after the sod is laid, the sod shall be watered thoroughly by hand or mechanical sprinkling until the sod and at least 2-inch of the top soil bed have been thoroughly moistened.
- H. CONTRACTOR shall be responsible to furnish his own supply of water to the site at no extra cost. If possible, OWNER shall furnish CONTRACTOR, upon request, with a source and supply of water. Contractor shall apply for temporary meter and pay Owner for water used at current utility billing rates. However, if OWNER's water supply is not available or not functioning, CONTRACTOR shall be responsible to furnish adequate supplies at his own cost. All work injured or damaged due to the lack of, or the use of too much water, shall be CONTRACTOR's responsibility to correct.

3.02 MAINTENANCE

- A. Maintain the entire sodded areas until final acceptance at the completion of the Contract. Maintenance shall include watering as specified, weeding and removal of stones which may appear. All bare or dead spots which become apparent shall be properly prepared, limed and fertilized, and resodded at CONTRACTOR's expense as many times as necessary to secure a good growth. In the event that the sod installation is not accepted by ENGINEER, the entire area shall be maintained and cut by CONTRACTOR until final acceptance of the sod installation.
- B. Take whatever measures are necessary to protect the sod while it is developing. These measures shall include furnishing or warning signs, barriers, or any other necessary measures of protection

SANITARY SEWER LINE CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION

PART 1 - GENERAL

1.01 SCOPE

The work specified in this section consists of the maintenance cleaning and closed circuit television (CCTV) inspection of pipes within the City of Largo's sanitary sewer collection system and the removal and disposal of debris removed during the cleaning process. Specialized pipe cleaning and other operations to support the primary maintenance cleaning and inspection activities are also to be provided.

The Contractor shall be aware that this contract requires work in active sewers and shall perform the work in compliance with all federal, state and local requirements for safety in confined spaces, work zone safety, and hazardous materials. The Contractor shall conform to all guidelines set forth by the Occupational Safety and Health Administration (OSHA) and Federal Regulations 29 CFR Ch. XVII, Section 1910.146, Confined Space Entry.

PART 2 - QUALIFICATIONS AND REQUIREMENTS

2.01 MINIMUM QUALIFICATIONS

At a minimum, the Contractor must meet the following qualifications:

- A. Possess a General Contractors License or an Underground Utility and Excavation Contractors license issued by the State of Florida.
- B. Have a minimum of ten (10) years experience in the maintenance and rehabilitation of similar size and type of sanitary sewer systems, including vitreous clay pipe (VCP), reinforced concrete pipe (RCP), ductile and cast iron pipe (DIP & CIP), polyvinyl chloride pipe (PVC), and pipe that has been lined with high density polyethylene (HDPE) and cured in place pipe (CIPP)
- C. Cleaned at least 250,000 linear feet of sanitary sewer pipe within the last five years.
- D. Scale removal from at least 5,000 linear feet of iron sanitary sewer gravity pipe equal to or greater than 8" in diameter within the last five years.
- E. CCTV inspection of at least 250,000 linear feet of sanitary sewer pipe within the last five years.
- F. Provide proof of ownership of the equipment required to provide all self-performed services.
- G. Have employees that are currently certified in the use of Pipeline Assessment and Certification Program (PACP) for CCTV inspection.
- H. Be able to self-perform all required services without the use of subcontractors except for traffic control, pump around set up and operation with prior written approval by the City.
- I. Provide evidence of financial stability and viability to fulfill the commitments if the Agreement.
- J. Have the Ability to obtain the minimum insurance requirements set forth in this Agreement

2.02 MINIMUM REQUIREMENTS

At a minimum, the Contractor shall provide and meet the following requirements:

- A. Only utilize supervisory employees with at least two (2) years of experience in maintenance cleaning and closed circuit television inspection (CCTV) of sewer pipes in the State of Florida and who has full authority to act on behalf of the Agreement
- B. Field personnel assigned to work performed under this Agreement shall possess a current certification in "Permit-Required Confined Spaces Entry" from the successful completion of an

OSHA approved course.

- C. Provide operators that are currently certified in the use of Pipeline Assessment and Certification Program (PACP) for CCTV inspection.
- D. Video data will be PACP compliant and compatible with the City's existing software database system.
- E. Provide equipment that meets all federal, state and local laws.
- F. Have the facilities, capabilities, equipment and staff to support services stipulated in the Agreement.
- G. Immediately remove any workers from the work site who have been deemed my the City as incompetent or disorderly.
- H. Maintain Underground Utility and Excavation Contractors license issued by the State of Florida.
- I. Provide a dedicated project manager who is available while cleaning operations are underway to administer the project.
- J. Maintain the minimum insurance requirements set forth in the Agreement.

PART 3 -EQUIPMENT

2.01 CLEANING EQUIPMENT

- A. All sanitary sewer pipes will be cleaned with truck-mounted high velocity hydraulic cleaning (hydra-cleaning) equipment and vacuum debris removal system. Sufficient high pressure hose length should be available on the vehicle described to perform cleaning in manhole runs up to 900 linear feet in length. High pressure hose should be at least one inch in diameter with the ability to deliver at least 80 gallons per minute at a 3000 PSI. Water tanks on the vehicle should be at least 1200 gallons in capacity. The nozzles and skids used for cleaning should be designed for use in a manner consistent with the diameter of the pipe being cleaned. Specialty heads and nozzles may be required for hardened debris, grease and scale removal. Cutting heads to remove intruding roots or projecting obstructions will also be required and shall be designed specifically for the diameter of the pipe in which they are used. All controls for cleaning equipment shall be located so that the equipment can be operated from above ground. During cleaning operations, the Contractor shall restrict the flow level in the pipe. Particular care shall be taken to avoid flooding or back-ups into house connections during pipe cleaning operations.
- B. The Contractor shall provide equipment capable of removing all sand, dirt, bricks and other debris from the sewer reach to allow unobstructed remote television inspection of all internal surfaces.
- C. Cleaning system shall be capable of dislodging sediments found in sewer lines without damaging the structural integrity of the pipe. Cleaning devices shall have sufficient power to move the debris commonly found in large diameter sewers to a manhole for extraction. Cleaning method may maintain normal sewer flows during the cleaning process.
- D. The Contractor shall certify that backup cleaning equipment, including machines, devices, tools, etc. is available and can be delivered to the site within 24 hours.
- E. The Contractor shall provide all equipment required for specialty cleaning including removing roots and de-scaling sewer pipes.

2.02 CCTV INSPECTION EQUIPMENT

- A. Video inspection shall utilize PACP (Pipeline Assessment and Certification Program) certified software.
- B. CCTV inspection equipment shall produce a color recording
- C. The camera shall be a pan and tilt and radial viewing pipe inspection camera that pans a minimum of 75° and rotates 360°.

- D. A slope indicator shall be included on the camera and be accurately calibrated per manufacturers specifications for measurement of pipe slope.
- E. The camera shall have an accurate footage counter that displays, on the monitor, the exact distance of the camera from the center line of the starting manhole.
- F. The camera shall be capable of height adjustment so that the camera lens is always centered at one half the inside diameter, or higher, of the pipe being inspected.
- G. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. A reflector, in front of the camera, may be required to enhance lighting in dark or large diameter pipes. The image shall be clear and bright enough to allow the reviewer to discern even small defects in the pipe being inspected. Video that does not meet this requirement, or fails to meet PACP specifications, shall be cause for the contractor to reinspect the pipe.
- H. Video data will be PACP compliant and compatible with the City's existing software database system.
- I. Video data shall be provided to the City in a digital format such as MPEG or WMV, as well as on DVD, for playback on standard DVD players
- J.

PART 3 - EXECUTION

3.01 PUBLIC CONVENIENCE AND SAFETY

- A. The Contractor shall be responsible for ensuring that its personnel and all subcontractors follow all state, federal and local safety laws, ordinances and regulations applicable to the work to be performed under the Agreement, including Occupational Safety and Health Administration (OSHA) and City requirements.
- B. The Contractor shall conduct his work in such a manner as to cause the least possible interference with private business and public travel. The Contractor shall, at his own expense, whenever necessary or required, maintain barricades, lights and any other precautions that may be necessary to protect life and property. The Contractor shall be liable for all damages occasioned in any way by his actions or neglect, or that of his agents or employees.
- C. The Contractor will be responsible for obtaining all necessary permits, including FDOT and Pinellas County Right-of-Way Utilization permits, and Pinellas County and City of Largo Noise Ordinance permits.
- D. Contractor will obtain permission from property owners whenever access to manholes in easements or rights-of-way is required.

3.02 WORK PROCESSES AND PROCEDURES.

- A. **Bypass Pumping**
 - 5. The Contractor shall be responsible for the control of wastewater flows through the collection system where Work is being performed. No sewage shall be allowed to leave the approved collection system. The Contractor shall submit a bypass pumping plan to the City for approval. Under no circumstances can portions of the system be removed from service for periods of time in excess of that approved by the City.
 - 6. The contractor shall retain full responsibility for adequately and safely pumping existing sewage flow on a continuous basis, as needed or as directed by the City. The Contractor shall be responsible for assessing conditions and capacities of existing sewer lines in order to implement an acceptable bypass pumping plan at no additional cost to the City. The Contractor shall supply the necessary pumps, conduits, and other equipment to not only divert flow around the collection section in which Work is to be performed, but also to transmit the flow in downstream sewer lines and/or pump stations without surcharge or overflow.
 - 7. The bypass pumping system shall be of sufficient capacity to handle existing flows plus additional flows that may occur during periods of rainfall, the Contractor shall be

responsible for furnishing the necessary labor and supervision to set up and operate the bypass pumping system. When pumping is in operation, all engines shall be equipped in a manner to keep the pump noise to a minimum and comply with the City's or County's Noise Ordinance.

8. The Contractor shall use "quiet pumps" when performing bypass pumping operations in residential neighborhoods.
9. The Contractor shall be responsible for any damage to properties or buildings connected to the sewer system, and to the pipeline, which result from the bypass activities

B. Dewatering

10. All sanitary sewer pipes (lines) 48" in diameter, or less, shall be dewatered for cleaning and inspection purposes. Exceptions to the dewatering requirement will be considered on a case by case basis. The Contractor will assume that dewatering will be required for bidding purposes.
11. Dewatering may be accomplished by pumping water around the work area or by plugging off pipes to isolate the portion of the system being worked on while cleaning and performing inspection. If plugging the line is used for dewatering purposes, the system must be properly monitored so that no overflows occur. If a pipe that has been rehabilitated by the installation of a liner is plugged, the liner must be braced at the manhole to prevent movement of the liner.

C. Flow Control

12. The inspection shall be performed while the pipe is dewatered. If the dewatering is not possible, the Contractor shall adequately control the flow in the section being televised. The Contractor shall reduce the depth of flow in lines less than 12 inches in diameter to less than 10% of the pipe diameter, and to less than 15% in all pipes larger than 12 inches in diameter.
13. If during CCTV inspection of a pipeline, the wastewater flow depth exceeds the maximum allowable, the Contractor shall reduce the flow depth to an acceptable level by performing the TV inspection during low flow hours, by-pass pumping, pulling the camera with a swab, high velocity jet nozzle, or other acceptable dewatering devices. Video made while floating the camera is not acceptable unless specifically approved by the City.

D. Cleaning Procedure

14. All necessary precautions are to be taken to protect the sanitary sewer pipes from damage resulting from the cleaning and inspection process. Reimbursement for damage to the sewer infrastructure or damage to private or public property resulting directly or indirectly from cleaning and inspection operations shall be the responsibility of the Contractor.
15. The Contractor shall furnish all material, labor and equipment required to perform pipe cleaning and CCTV inspection as specified herein complete with all appurtenances and accessories, as shown or specified.
16. Cleaning and inspection work includes, but is not limited to, the following:
 - (a) Field locate all manholes along the sewer pipes to be cleaned
 - (b) Maintaining and protecting both vehicular and pedestrian traffic, and meeting all requirements of the City and all other government agencies having jurisdiction.
 - (c) Cleaning and inspecting existing sanitary sewer pipes, as herein specified, and to record the inspection information in a format identified by the City
 - (d) Removal of roots scale and protrusions as specified herein.
 - (e) Disposal of waste, sediment and debris as specified herein.
 - (f) Cleaning and restoring the work area as the work progresses and after the completion of all work activities.

(g) All other work required for the complete and satisfactory cleaning and inspection of the pipeline.

17. After determining and performing all preliminary requirements, the Contractor shall thoroughly clean assigned pipelines sufficiently to permit an unrestricted inspection by CCTV. The Contractor shall remove accumulated grease, roots, sand, rocks, bricks, sludge and all other debris that obstructs video inspection such that all portions of the pipe being inspected will be clearly visible. Pipeline cleaning shall be accepted by the City upon the successful completion of the CCTV inspection to the satisfaction of the City. If CCTV inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the pipeline at no cost to the City.
18. Potable water from the Pinellas County water system shall be used for filling the water tanks on cleaning vehicles. The Contractor will obtain a portable potable water meter from the Pinellas County Utility (PCU) department and abide by all requirements set forth by PCU, as well as all applicable state and local regulations, regarding the use of the meter. The Contractor will be responsible for all water use fees, at no cost to the City. The Contractor is responsible for any damage resulting from improper use of hydrants. The Contractor will not use or obstruct fire hydrants in the event of a fire in the area. The contractor shall not waste water from the Pinellas County system because of improper connections or hydrants left open.
19. The Contractor, at his option, may use reclaimed water from the City's reclaimed water system. The City will supply the reclaimed water at no cost to the Contractor. However, all regulations regarding the use of reclaimed water will be strictly enforced. All water storage tanks, including truck mounted tanks, must be clearly marked "RECLAIMED WATER ONLY", and must only be used for cleaning operations done under this Agreement for the entire term of the contract. The Contractor will take all necessary measures to insure that there is no cross-contamination of the potable water system, or that no reclaimed water is discharge anywhere except into the sanitary sewer system.
NOTE: The Contractor is hereby advised that the number, and locations of City owned reclaimed water hydrants is limited and that significant travel time between the work site and the water supply location may be incurred. The Contractor is responsible for any damage resulting from improper use of hydrants. Provision of a reclaimed water hydrant wrench shall be the responsibility of the contractor. A list of reclaimed water hydrants is included as an attachment to this specification.
20. The Contractor shall remove all bricks, rocks, debris, sludge, dirt, sand, grease, roots and other materials from the sewers identified to be cleaned and collect and remove the resulting debris from the manholes of the sewer section being cleaned. The Contractor will use what ever means he has at his disposal to separate as much liquid from the solids before it is taken to an appropriate disposal site. Liquid removed from the solids shall be returned to the sewer. Debris remaining in the sewer after cleaning shall not exceed 5% of the pipe diameter. Passing waste material between manholes, causing line stoppages, accumulations of sand, or damage to the pumping equipment shall not be permitted.
21. The Contractor shall not allow, under any circumstances, sewage or solids removed in the cleaning process to be released onto streets or into ditches, catch basins, storm drains, or storm sewer manholes, or cleanouts.
22. The Contractor shall furnish and maintain all necessary traffic and safety devices, including, but not limited to, barricades and warning signs in work areas and around manholes.
23. Specialty cleaning consists of removing heavy grease, roots and tuberculation by use of special equipment such as a high pressure descaling head, root cutter, or by other mechanical means approved by the City.
24. The Contractor is responsible for damage to the sewer as a direct result of the cleaning method.
25. The Contractor shall use all cleaning equipment in accordance with manufacturer's recommendations to prevent damage to sewer lines.

26. The Contractor shall immediately notify the City if fresh soil, pieces of pipe, or other visible signs of potential damage occur during cleaning operations.
27. The Contractor shall insure that water pressure created does not cause damage due to flooding of property being served by sewer section(s) involved. Particular care shall be taken to avoid back-ups into house connections during cleaning operations.
28. The Contractor shall conform to the following requirements:
 - (a) Cleaning of upstream reaches of sewers shall be completed before the downstream reaches are cleaned.
 - (b) Hydraulic cleaning equipment shall be inserted in the downstream manhole of the reach, and the work shall proceed upstream unless otherwise approved by the City.
 - (c) Equipment used shall not damage the existing pipelines.

E Closed Circuit Television Inspection

29. The contractor shall furnish and operate all necessary equipment for the television inspection of the previously cleaned sewer system
30. Post-cleaning CCTV inspection shall be video inspection performed by contractor of sewer lines immediately following pipeline cleaning activities. Post-cleaning CCTV work shall verify that the pipeline is clean and allow the City to evaluate the condition of the sewer lines. Post-cleaning CCTV work shall also identify the location of service connections, pipe defects and general condition of the pipeline as specified herein. The inspection shall be done one sewer pipe section (manhole to manhole) at a time.
31. CCTV inspection shall be performed using PACP defect coding methodology.
32. Acceptance of sewer cleaning work is contingent on the successful completion of the in-line CCTV inspection. If the CCTV inspection shows that debris, solids, Sand, Grease, Or grit remain in the line, the cleaning will be considered unsatisfactory. The Contractor shall repeat cleaning and televising of the sewer line at his/her expense until cleaning is satisfactory
33. Perform CCTV inspections as follows:
 - (a) Before insertion of the camera into the sewer, the camera operator shall record, on the video, the upstream and downstream pipe sizes and their material, the specific location of the sewer, the direction in which the camera will travel. The camera shall move through the line, in either direction, at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. Maintain copies of video and reports for reference by the City for the duration of the contract
 - (b) Collect post-cleaning inspection video at each lateral for an extended period to better understand the flow from each individual lateral. The camera shall be positioned at each lateral for sufficient duration determine the nature of the flow and condition of the lateral (Minimum 30 seconds). Any lateral inspection deemed unacceptable by the City shall be re-televised by the Contractor at no additional cost to the City.
 - (c) Videos shall pan beginning and ending manholes to verify that all debris has been removed.
 - (d) The Camera operator shall make a thorough video inspection of all clamped joint in the line, sectional liners and points where pipe material transitions from one material to another.
 - (e) A video inspection report shall be prepared by the Contractor, and submitted to the City, for each line segment that is CCTV inspected.
 - (f) Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, radios, or other suitable means of communication shall be set up between the operators positioned at the two manholes of the sewer line being inspected to ensure that good communications exist between the members of the crew.

- (g) The accuracy of the measurements for location of defects, service connections, changes in pipe materials, and all other PACP recognized conditions is paramount. Marking on cable, or the like, which would require interpolation for depth of manhole shall not be allowed. Measurement meters shall be accurate to one-tenth of a foot over the entire length of the sewer line section being inspected. Prior to recording the location of defect, service connection, etc., slack in the cable of the television inspection camera shall be taken up to assure metering device is designation proper footage. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape, or other suitable device satisfactory to the City.
- (h) Camera distortions, in adequate lighting, dirty lens, or blurred/hazy picture will be cause for rejection of a video and rejection of the associated line segment. Any pipeline reach television inspection deemed unacceptable by the City shall be retelevised by the Contractor at no additional cost to the City. Payment for televised inspection shall not be made until City approves the quality of the video and logs.
- (i) CCTV inspection video shall be continuous for pipe segments between manholes. The Contractor shall not leave gaps in the video of a segment between manholes.

34. Passage of CCTV Camera

- (a) The camera shall not be propelled through the line at a rate greater than 30 feet per minute
- (b) If during TV inspection of a pipe line, the camera is unable to pass an obstruction, even though flow is not obstructed, televise the remainder of the line from the other direction (reverse setup) in order to obtain a complete video of the line.
- (c) When a line is being videoed from the opposite direction, in order to survey on either side of an obstruction, and a second obstruction is encountered, the Contractor shall notify the City immediately.

[END OF SECTION]

SANITARY SEWER PIPE REHABILITATION USING THERMOFORMED (FOLD AND FORM) POLYVINYL CHLORIDE (PVC) LINERS

Part 1 GENERAL

1.01 SCOPE

- A. It is the intention of this specification to provide for the trenchless restoration of 8" to 12" sanitary sewers by the installation of a jointless, continuous, high strength unplastized P.V.C. expanded in-place new pipe liner, which is watertight and chemically resistant to exposure to domestic sewage, including all labor, materials and equipment to provide for a complete, fully restored and functioning installation.
- B. The work covered by this section of the specifications includes the furnishing of all labor, tools, equipment and materials, and performing all operations in connection with lining of existing sewers with a continuously extruded joint-less and seam-less poly (vinyl chloride) (P.V.C.) deformed pipe liner. The P.V.C. pipe liner will be as specified herein. The work shall also include all necessary maintenance of traffic provisions, host pipe preparatory work required in advance of the lining operation, including, cleaning and removal of all debris, removal of protruding service connections, complete maintenance of all wastewater flows, reinstatement of service connections and sealing of liner ends at manholes, and the cleanup of the work site, including restoration of surfaces such as paving, and seeding, sodding and graveling, as needed, if damaged. When completed, the formed liner should extend from end-to-end of the section being lined in a continuous, joint-less and seamless, tight fitting, pipe-within-a-pipe as specified herein.
- C. The bidders attention is directed to the general conditions, section 6.31, SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER.
- D. Contractor/Installer Qualifications:
 - 5. The City requires a proven and extensive track record for the CIPP liner system to be used under this agreement. All contractors submitting bids must exhibit extensive satisfactory experience in the installation of the proposed liner system and satisfactory evidence that the proposed liner system has been extensively and successfully installed in the United States and the State of Florida. At a minimum, the Contractor must have three (3) years of installation experience in the state of Florida, and has installed at least 20,000 linear feet of the liner system. The installer must be certified by the liner system manufacturer for installation of the liner system. Contractors using subcontractors shall submit information about the sub-contractor (i.e. Name, experience records, jobs on which the general and sub-contractor have worked jointly, etc.). The City reserves full and complete authority to approve the satisfactory nature of both the liner system and the installer.

1.02 RERENCES

This specification references ASTM standards and other related standards, which are made a part hereof by reference and shall be the latest edition thereof.

ASTM D-638 () Test Method for Tensile Properties of Plastics

ASTM D-696 () Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics

ASTM D-790 () Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials

ASTM D-1784 () Specifications for Rigid Poly (Vinyl Chloride) (P.V.C.) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds

ASTM D-2837 () Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe Products

ASTM D-2990 () Standard Test Methods for Tensile, Compressive and Flexural Creep and Creep-Rupture of Plastics.

ASTM D-4703 () Standard Practice for Compression Molding Thermoplastic Materials into Test Specimens, Plaques, or Sheets

ASTM F-1504 () Standard Specification for Folded Poly (Vinyl Chloride) (P.V.C.) Pipe for Existing Sewer and Conduit Rehabilitation

ASTM F-1947 () Standard Specification for Folded Poly (Vinyl Chloride) (PVC) Pipe for Existing Sewer and Conduit Rehabilitation.

1.03 SUBMITTALS

- A. After the award of the contract, and before any materials are delivered to the job site, the Contractor shall submit to the Engineer the following:
 1. A complete list and description of all equipment and materials to be used during the lining operation.
 2. Contractor's description of his proposed deformed pipe rehabilitation method.
 3. Brochures and/or catalog number for each item to be furnished, including technical data and manufacturer's recommendations as to the method of installation.
 4. Design calculations, prepared by a professional engineer, for the minimum liner thickness. All designs calculations shall reflect protocol outlined in ASTM F-1947.
 5. A detailed resume of the field superintendent who will direct the

work. The field superintendent shall have at least two- (2) year's field supervisory experience in trenchless pipeline reconstruction. The field superintendent shall be on the job full-time during any and all steps of the pipe installation.

1.04 SAFETY

- A. The Contractor shall be aware that this contract requires work in active sewers and shall perform the work in compliance with all federal, state and local requirements for safety in confined spaces, work zone safety, and hazardous materials. The Contractor shall conform to all guidelines set forth by the Occupational Safety and Health Administration (OSHA) and Federal Regulations 29 CFR Ch. XVII, Section 1910.146, Confined Space Entry.
- B. The Contractor shall not enter into any sewer segment where hazardous conditions may exist until such time as the source of those conditions are identified and eliminated. The Contractor will report any condition to the City of Largo which may pose a threat to the health and welfare of employees of the City, Contractor, or the general public.
- C. The Contractor will use employees that are properly trained and who are aware of possible work, materials, and job-site related hazards.
- D. The Contractor shall take satisfactory precautions to protect the sewer segments and appurtenances from damage that might be inflicted upon them by the lining operation. Any damage caused to the sewer segment or other public or private property as a result of the grouting operations shall be repaired at the Contractor's expense.
- E. The Contractor will ensure that waste material is properly disposed in accordance with applicable regulations and safety precautions.

Part 2 MATERIALS

2.01 LINER

- A. The liner material shall meet the ASTM F-1504 Standard Specification for Folded Poly (Vinyl Chloride) (P.V.C.) Pipe for Existing Sewer and Conduit Rehabilitation.
- B. Poly (Vinyl Chloride) (P.V.C.) pipe shall be made from compounds that comply with ASTM D-1784 Specifications for Rigid Poly (Vinyl Chloride) (P.V.C.) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds, and conform with ASTM D-1784 cell classification 12334B, 13334B or 13223B and as further defined in ASTM F-1504. Compounds that have superior properties to those specified are also acceptable.
- C. Unless otherwise specified, the Contractor shall furnish a Deformed/Reformed Polyethylene pipe that meets ASTM Test Procedures D-638, Test Method for Tensile Properties of Plastics and D-790, Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

- D. The minimum length of the liner pipe shall be sufficient to effectively span the distance from the starting manhole to the terminating manhole or access point, unless otherwise specified.
- E. After installation, the Standard Dimension Ratio and liner thickness will vary slightly as determined by the actual inside diameter of the host pipe.
- F. Material and Equipment Acceptance
 - 1. At the time of manufacture, each lot of liner shall be inspected for defects and tested in accordance with ASTM D-2837, F- 1504 and D-1693. At the time of installation, the liner shall be homogenous throughout, uniform in color, free of cracks, holes, foreign materials, blisters, or deleterious faults.
- G. Marking
 - 1. Liner shall be marked at 5-foot intervals or less with information specified in ASTM F-1504.
- H. Chemical and Physical Testing
 - 1. The Engineer may, at any time, direct the manufacturer to obtain compound samples and to prepare test specimens in accordance with ASTM D-4703, Standard Practice for Compression Molding Thermoplastic Materials into Test Specimens, Plaques, or Sheets.
 - 2. These specimens shall comply with the minimum property values shown below with the applicable ASTM requirements.

Property	ASTM Method	Test Value (Min.)
Tensile Strength at Break*	D-638	5,000 psi
Coefficient of Thermal Expansion	D-696	0.00003 in/in °F
Flexural Modulus	D-790	340,000 psi

- I. Certification
 - 1. The Contractor shall provide certified test results, to the Engineer, from the manufacturer, demonstrating that the material conforms to the applicable requirements. Elements not complying with the requirements will be rejected.

PART 3 EXECUTION

3.01 LINER INSTALLATION

A. General

- 1. Prior to all work, the Contractor shall carefully inspect the area for "present" existing conditions.

2. The Contractor shall verify all existing pipe diameters prior to ordering pipe materials.
3. In the event of a discrepancy, the Contractor shall immediately notify the Engineer. No work shall be performed in an area of discrepancy until it has been fully resolved by the Engineer.
4. The Contractor shall insure the cleanliness of the existing sewer prior to insertion of the liner. All debris that can be removed. Installation of the liner shall not begin until the Contractor has approval from the Engineer. Approval will not be given until the Contractor has established an operational method to bypass flow. Once the lining process has begun, wastewater flow shall be maintained until the lining is totally formed and all service connections have been reopened.
5. The liner shall be constructed of a material which, when installed, shall provide a structurally sound liner able to withstand all imposed static, dynamic and hydrostatic loads on a long-term basis.
6. The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be temporarily out of service, the maximum amount of time of no service shall be 16 hours for any property served by the sewer. The Contractor shall be required to notify the City and all affected properties whose service laterals will be out of commission and to advise against water usage until the sewer main is back in service. Such notification shall be provided to the Utility Department at least one week prior to service disconnecting.

A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

- a. Written notice to be delivered to each home or business describing the work, schedule, how it affects them, and a local telephone number of the Contractor they can call to discuss the project or any problems that could arise.
- b. Personal contact and attempted written notice the day prior to the beginning of work being conducted on the section relative to the residents affected.
7. c. Personal contact with any home or business that cannot be reconnected within the time stated in the written notice.

B. Lining Requirements

1. The following requirements must be met by the Contractor for the chosen method of rehabilitation:
 - a. The rehabilitation of the sewer main and reestablishment of user lateral services shall be performed without the need for excavation or demolition of existing structures. Lining operations

shall be performed in such a manner as to minimize disruptions to neighboring homes and traffic.

- b. The liner shall provide the least possible thickness or decrease in pipe diameter to meet the strength and other design requirements of this section.

C. Product Handling

1. All materials (poly (vinyl chloride) liner, etc.) shall be accompanied by test reports certifying that the material conforms to the specifications listed herein.
2. Materials shall be shipped, stored, and handled in a manner consistent with the written recommendations of the manufacturer.
3. The Contractor shall use all means necessary to protect pipe materials before, during and after installation and to protect the installed work and materials of all other trades.
4. In the event of damage caused to materials, the Contractor shall make all repairs and replacement necessary to the approval of the Engineer at no additional cost to the City.

D. Preparation of Existing Sewer for Liner

1. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location and extent of structural failures. The location of any conditions, which may prevent proper installation of lining materials into the pipelines, shall be noted so that these conditions can be corrected. The Contractor shall locate and designate each service connection to be reinstated after lining. A DVD, and suitable inspection logs, for later reference. Copies of the DVD and inspection log shall be provided to the City.
2. Prior to any lining of a pipe, it shall be the responsibility of the Contractor to clear the line of obstructions, such as solids and/or broken pipe that will prevent the insertion of the liner. If possible, a high speed rotating hydraulic cutter shall be used to cut protruding service laterals, off-set joints, roots, slag, concrete or similar obstructions in the pipe. The cut shall be made as flush as possible with the wall of the pipe to be restored, and the debris shall be moved down the pipe to the downstream manhole. If inspection reveals an obstruction that cannot be removed by conventional cleaning equipment, the Contractor shall notify the Engineer and the cleaning effort shall be suspended. The Contractor shall propose an alternate method to remove the obstruction to the Engineer for approval. The Contractor and City shall mutually agree to the cost of the selected method. The Contractor shall confirm that the sewer is clean enough to insure an effective lining. The line segment shall not be lined until approved by the Engineer.
3. The Contractor, when required, shall provide for the transfer of flow

around the section or sections of pipe that are to be lined. The bypass shall be made by diversion of the flow from an existing upstream access point and pumping the flow into a downstream access point or adjacent system. The pump and by-pass lines shall be of adequate capacity and size to handle the flow. A backup pump shall be available to replace a malfunctioning bypass pump. Once the P.V.C. pipe has been pulled into the host pipe no flow shall be allowed to pass through that section of pipe until the P.V.C. pipe is fully expanded. Bypass operations shall be so arranged as to cause minimum disruption to local traffic, residents and commercial facilities.

4. The bypass pumping system, If needed, shall be approved by the Engineer in advance, unless needed for an emergency situation. The approval of the bypass pumping system by the Engineer shall in no way relieve the Contractor of his responsibility and/or public liability.

E Installation of Liner

1. The method of installation shall be compatible with the manufacturer's recommended practices. The new pipe shall be inserted into the existing pipe through existing manholes, without modification of manholes, other than minor chipping of manhole channels or removing processing equipment. There shall be no excavation of the roadway to install "receiving" or "sending" pits, unless the length of pipe between manholes exceeds the manufacturer's maximum coiling length technology.
2. The Contractor shall supply a suitable heat source to thoroughly preheat the full length of pipe to be inserted. The heat or steam used for preheating shall be monitored and regulated as recommended by the pipe manufacturer. The entire length of pipe shall be heated both internally as well as externally prior to installation.
3. A cable shall be strung through the existing pipe to be rehabilitated and attached to the pipe liner through an existing manhole or access point. The pipe liner shall be pulled through an existing manhole and through the existing pipe by this cable. Care shall be taken not to damage the deformed pipe liner during the installation. Appropriate sleeves and/or rollers shall be used to protect the pipe liner. The winch used will have sufficient capacity to pull the liner through the host pipe without exceeding pulling tensions as recommended by the manufacturer.
4. When the liner is in place, it shall be cut and processing manifolds (pipe liner end closing assemblies used for heat and pressure control within the liner) shall be attached and secured at both pipe liner ends. The temperature and pressure measuring instruments shall also be attached to the pipe liner at both ends.
5. Expanding
 - a. After insertion is completed, the Contractor shall supply suitable

heat source. The equipment shall be capable of delivering steam through the pipe section to uniformly raise the temperature to effect forming of the P.V.C. liner.

- b. Heating shall be gradually increased by raising the steam generator output incrementally until the maximum processing temperature is reached. This maximum shall be determined according to the manufacturers' recommendations and the contractor's on-site observations.
- c. The new liner shall be expanded until pressed tightly against the existing pipe wall.

6. Cool-Down

- a. The Contractor shall cool the reformed pipe liner in accordance with the approved manufacturer's recommendations.. After the P.V.C. liner has been fully expanded and held in that position for the required period, the steam pressure shall be replaced with air pressure cooling the pipe to 100°F or lower.
- b. Gradual transition shall be made from the heating to cooling process. Cooling shall be done without pressure interruption. When the exterior "skin" temperature on both ends reaches predetermined ambient sewer temperature, the processing shall be finished. The equipment may then be disconnected.
- c. Temperatures and pressure shall be monitored and recorded throughout the installation process to ensure that each phase of the process is achieved at the approved manufacturer's recommended temperature and pressure levels. Upon request, a copy of the temperature/pressure log shall be provided to the City.
- d. If the liner fails to form, the Contractor shall remove the failed pipe and replace it with a new pipe. This work shall be performed without additional cost to City.
- e. After the pipe has been formed and cooled, the ends of the pipe shall be cut away at both manholes and the ends shall be curled up to lock the pipe in place.

7. Finish

- a. The finished pipe liner shall be continuous over the entire length of an insertion run and be as free as, commercially practicable, from visual defects such as foreign inclusions, pinholes, and delamination. The pipe liner shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground through the sidewall of the lined pipe.
- b. Any defects which will, or could, affect, in the foreseeable future or warrant period, the integrity of strength of the liner shall be repaired at the Contractor's expense, in a manner approved by the City. Any ribs resulting in the cross sectional area of the pipe shall be removed or the pipe replaced in its entirety unless

approved otherwise by the Engineer.

- c. The beginning and end of the new liner shall be sealed to the rehabilitated host pipe using a product equal to "3M 5600 Polyurethane Grout" and a compatible acrylic additive. At the time of final inspection, there shall be no evidence of groundwater infiltration through the annular space between the liner and the host pipe. All manhole terminations sealed by grout shall also require a smooth, uniformed concrete transition between the manhole wall, bench and invert.

3.02 SERVICE REINSTATEMENT

- A. After the pipe liner has been expanded in place, the Contractor shall internally reconnect the existing service connections. The Contractor shall be responsible to confirm the active laterals prior to reconnection. In the case of non-man entry pipes, reconnection shall be performed from the interior of the pipeline by means of the television camera and a cutting device that re-establishes them to not less than 100 percent diameter. All reinstated services shall be cut neat and smooth and shall be wire brushed and smoothed to prevent collection of solids and potential blockages at service connections.

3.03 LATERAL SEALING

- A. Prior to starting work, the Contractor shall determine if leaks at service laterals can be fixed from the pipe interior. If excavation at the service lateral within the right-of-way is required, the City reserves the right to delete the sewer span between manholes from the work assignment at its discretion. If the service lateral is leaking upstream of the right-of-way line, the Contractor shall notify the Engineer.
- B. Sewer service reconnections shall be sealed with the use of equipment which consists of a closed circuit television system and a special sealing packer device, along with the necessary chemical sealant containers, pumps, controls, regulators, valves hoses, etc. The special lateral sealing packer with an inversion tube or bladder, 36 inch minimum length, to reach up into the service pipe shall be so constructed that it can straddle four (4) to six (6) inch diameter service connections in eight (8) inch or larger main sewer lines. When properly positioned, and with the end elements inflated, a special inflatable sealing tube shall be extended up the service connection, thereby isolating a portion of the service connection containing one or more pipe joints for sealing. The control unit for the device shall have provisions for accurately controlling the packer functions in addition to monitoring the inflation pressure and the void pressure in the isolated area to sealed.
- C. After the packer device has been properly positioned in the main line, with the inflatable tube extended into the service connection, the connection shall be sealed by the injection of the chemical sealant. The

chemical sealant shall be injected through the special packer device into the annular space between the inflatable tube and the service connection. The injection of the chemical sealant shall continue until the chemical fluid back pressure is sufficient to insure the complete sealing of all the defects along the length of the inflatable tube.

- D. After the service connection has been successfully sealed, the following procedures shall be performed to insure that the sealing operation did not block the service connection.
 - 1. The inflatable tube shall be removed from the connection.
 - 2. The packer and elements shall be deflated.
 - 3. The special packer shall be moved forward and the 360° CCTV camera shall be positioned in the center of the service connection and rotated to look up the service connection to insure that the chemical sealant did not cause blockage.
- E. If blockage is observed, the chemical sealant shall be removed to insure the service connection is free flowing.
- F. The chemical sealant used shall be in accordance with the requirements set forth in the specifications, or as approved by the Engineer.
- G. At the time of final inspection, there shall be no evidence of groundwater infiltration entering the lined pipe from between the liner and the host pipe at the service laterals.
- H. Lateral Seal Test
 - 1. At the direction of the Engineer, the contractor shall pressure test the lateral connection seal.
 - 2. The Contractor shall position a bladder packer over the lateral opening and inflate the inversion tube to isolate the lateral. The bladder shall be pressurized to four (4) PSI plus 0.5 PSI for each foot of groundwater above the sewer invert. Maximum pressure shall be nine (9) PSI.
 - 3. Once the required pressure has been achieved, the air supply shall be disconnected and the time required for the void pressure to drop 0.5 PSI shall be recorded. If the pressure drops more than 0.5 PSI in less than ten (10) seconds, the lateral shall be regouted and retested.

3.04 FINAL ACCEPTANCE

- A. After installation of the pipe liner and reinstatement of service connections, the Contractor shall perform a TV inspection in the presence of the City's Representative. A radial view TV camera shall be used. The finished pipe liner shall be continuous over the entire length of each installation. The pipe liner shall be free of significant visual defects, damage, deflection, holes and the like, other than in areas of reduced host pipe cross section, wherein a minor longitudinal fold may have formed. Any deformities in the liner, not caused by irregularities

in the host pipe that significantly restrict the sanitary sewer flow as determined by the Engineer, shall be repaired by the Contractor at no cost to the City. Reinstated service connections shall be neat, smooth and properly grouted to prevent infiltration of groundwater.

- B. If requested by the Engineer, The Contractor shall provide a pipe "coupon" specimen from each run of pipe for testing, after installation, by an approved laboratory. The City will pay all expenses for the testing of these specimens. The Contractor shall pay for the cost of retests made necessary by the failure of the samples of specimens to meet the specified requirements.

3.06 CLEAN-UP

- A. After the pipe liner installation has been completed and inspected, the Contractor shall clean up the project area. All excess material and debris not incorporated in the permanent installation shall be disposed of by the Contractor. The Contractor, in accordance with State and Federal laws and regulations, shall dispose of all excess material and debris not incorporated in the permanent installation. The project area affected by the Contractor's operations shall be restored to original condition, or better.

3.04 WARRANTY

- A. The manufacturer shall warrant the pipe liner to be free from defects in raw materials for one year from the date of delivery. The Contractor shall warrant the pipe liner installation for a period of three (3) years. During the Contractor warranty period, any defect, which materially affects the integrity or strength of the pipe liner, shall be repaired at the Contractor's expense in a manner mutually agreed to by the City and the Contractor.
- B. If a liner fails to properly expand, the Contractor shall be required to remove the failed liner at no additional cost to the City. This shall include, but not be limited to, all material, excavation, backfilling, cutting concrete, pipe, shoring, temporary pavement, permanent pavement, permits, and other incidental work required to remove the liner from the host pipe. If removal is not feasible, or if removal will cause more harm than acceptable to the host pipe, alternatives may be proposed by the Contractor to the Engineer for review and approval. The integrity of the existing pipe, where the liner was removed, shall be rehabilitated by installing another new pipe section. There shall be no direct payment for this work

[END OF SECTION]

SANITARY SEWER PIPE REHABILITATION USING CHEMICAL GROUTING

PART 1 GENERAL

1.01 SCOPE

- A. It is the intent of this Specification to provide for the rehabilitation of defective pipe joints, some circumferential pipe cracks and other small pipe defects by the application of chemical grouting materials in accordance with ASTM F-2304-03 Standard Practice for Rehabilitation of Sewers Using Chemical Grouting.
- B. The work covered by this section of the specifications includes the furnishing of all labor, tools, equipment and materials, and performing all operations in connection with sealing sewer pipe joints, cracks, holes and similar defects, including, but not limited to, cleaning and CCTV inspection of the pipe, pressure testing sewer pipe joints, and sealing pipe joints with chemical grout. The work shall also include all necessary maintenance of traffic provisions, host pipe preparatory work required in advance of the lining operation, including, removal of all debris, removal of protruding service connections, complete maintenance of all wastewater flows, and the cleanup of the work site, including restoration of surfaces such as paving, and seeding, sodding and graveling, as needed, if damaged.
- C. The bidders attention is directed to the general conditions, section 6.31, SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER.
- D. Contractor/Material Qualifications
 - 5. The City requires a proven and extensive track record for the chemical grouting system to be used under this agreement. All contractors submitting bids must exhibit extensive satisfactory experience with the equipment and materials used, and satisfactory evidence that the proposed grouting system has been extensively and successfully used in the United States and the State of Florida. The installer must be certified by the grouting system manufacturer for use of the system. Contractors using subcontractors shall submit information about the sub-contractor (i.e. Name, experience records, jobs on which the general and sub-contractor have worked jointly, etc.). The City reserves full and complete authority to approve the satisfactory nature of both the grouting system and the installer.

1.02 SUBMITTALS

- A. After the award of the contract or issuance of work order, and before any materials are delivered to the job site, the Contractor shall submit to the Engineer the following:
 - 1. A complete list and description of all equipment and materials to be used during the grouting operation.

2. Pump calibration information, field sealing records, certification of pressure sensing/monitoring equipment, and a list of chemicals to be used together with information on toxicity and hazardous nature of chemicals.
3. Manufacturer's certification that all materials to be used meet the referenced standards and these specifications.
4. Information on recommended or required safe storage and handling of each chemical and evidence that chemicals are approved by OSHA and U.S. Environmental Protection Agency.
5. Manufacturer's approved procedure for material storage and handling, temperature control, liner insertion, curing requirements and trimming and finishing.
6. Contractors procedure for sealing the CIPP liners from groundwater infiltration at manholes/access structures and service laterals
7. detailed plans for maintenance of wastewater flows including pumps, plugs, pipe size, tank trucks, material, locations, calculations, noise control methods, etc., to the Engineer for approval.

1.03 SAFETY

- A. The Contractor shall be aware that this contract requires work in active sewers and shall perform the work in compliance with all federal, state and local requirements for safety in confined spaces, work zone safety, and hazardous materials. The Contractor shall conform to all guidelines set forth by the Occupational Safety and Health Administration (OSHA) and Federal Regulations 29 CFR Ch. XVII, Section 1910.146, Confined Space Entry.
- B. The Contractor shall not enter into any sewer segment where hazardous conditions may exist until such time as the source of those conditions are identified and eliminated. The Contractor will report any condition to the City of Largo which may pose a threat to the health and welfare of employees of the City, Contractor, or the general public.
- C. The Contractor will use employees that are properly trained and who are aware of possible work, materials, and job-site related hazards.
- D. Mixing and handling of chemical grout may be toxic by passing through unbroken skin, by inhalation of dust or droplets of the materials or by swallowing. Therefore, mixing, handling and pumping of the chemicals shall be done by personnel thoroughly familiar with the handling of the chemicals involved. All chemicals shall be subject to the approval of the Engineer.
- E. The Contractor shall take satisfactory precautions to protect the sewer segments and appurtenances from damage that might be inflicted upon them by the use of grouting equipment. Any damage caused to the sewer segment or other public or private property as a result of the grouting operations shall be repaired at the Contractors expense

- F. The Contractor will ensure that waste material is properly disposed in accordance with applicable regulations and safety precautions.

Part 2 MATERIALS

2.01 CHEMICAL GROUT

- A. The Contractor shall provide a chemical sealant solution containing principal chemical sealant constituent, initiator (trigger) and catalyst specifically recommended for the purpose of sealing leaks in sanitary sewer lines and manholes. Chemical sealant constituent, initiator (trigger) and catalyst shall be compatible when mixed. Solution shall have ability to tolerate dilution and react in moving water. After final reaction, it shall be a stiff, impermeable, yet flexible gel. The grout proportions shall be such that dilute aqueous solutions, when properly catalyzed, will form stiff gels. Grout shall make true solution at concentrations as high as three pounds per gallon of water. Solutions shall have ability to accept dilution by groundwater of at least 50% by volume, without significantly changing sealing ability of the gel when at rest or in motion. Solutions shall gel in a predetermined time when exposed to normal groundwater pH ranges, and be capable of formula adjustments to compensate for changing conditions. Final reaction shall produce a continuous, irreversible, impermeable stiff gel at chemical concentrations as low as 0.4 lbs per gallon of water. Gel shall not be rigid or brittle. Gel shall have negligible corrosion rate on mild steel plates.

2.02 ROOT INHIBITOR

- A. Root inhibitor shall be dichlorobenil (2-6-dichlorobenzonitrile)
- B. The Contractor shall add root inhibitor to the chemical grout mixture at a safe level of concentration having the ability to remain active within the grout for a minimum of 12 months.

2.02 EQUIPMENT

- A. The Contractor shall provide equipment consisting of closed-circuit television systems, necessary chemical sealant containers/tanks, pumps, regulators, valves, hoses, etc. and joint sealing packers for appropriate sizes of pipe designated to receive chemical grouting. The packer shall be cylindrical and have a diameter less than the pipe size. The packer shall be constructed in a manner to allow restricted amounts of sewage to flow and shall be pneumatically operated. Hydraulically or mechanically expanded devices shall not be permitted.
- B. To test the accuracy, integrity, and performance capabilities of sealing equipment units, The Contractor shall perform a demonstration test in a

test cylinder constructed so that a minimum of two known leak sizes can be simulated. The Contractor shall provide test cylinders and pressure gauges. CONTRACTOR shall perform the demonstration test for each chemical sealing unit prior to beginning work. This technique will establish test equipment performance capability in relationship to test criteria and insure that there is no leakage of the test medium from the system or other equipment defects that could affect joint testing results. Tests may be required at any other time during joint testing work if the Engineer suspects testing equipment is not functioning properly. All testing costs shall be borne by the Contractor.

PART 3 EXECUTION

3.01 CLEANING AND INSPECTION

- A. Prior to the application of chemical grouting materials, the Contractor shall thoroughly clean and inspect the sewer designated to receive the chemical grouting. Cleaning shall constitute removal of all debris, solids, roots and other deposits in the sewer line; particularly at the sewer pipe joints. Sewer cleaning and inspection requirements are contained in the Technical Specification titled Sanitary Sewer Line Cleaning and Closed Circuit Television Inspection.

3.02 SEWAGE FLOW CONTROL

- A. The Contractor shall provide for maintenance of flow in the affected portions of the sewer system during grouting of the sewer line. Requirements for sewage flow control and bypass pumping are contained in the Technical Specification titled Sanitary Sewer Line Cleaning and Closed Circuit Television Inspection.
- B. Sewage flow control shall be employed by the Contractor when sewer line depth of flow at the upstream manhole of the sewer line section being worked is above the maximum allowable for joint testing and sealing. Flow control shall be accomplished by bypass pumping of flow from upstream of the sewer segment to be grouted to a point downstream of the sewer segment to be grouted. Depth of flow shall not exceed that shown below for respective pipe sizes as measured in the upstream and downstream manholes when performing joint testing and sealing.

Maximum Depth of Flow for Joint Testing/Sealing

8 in - 24in. Dia. Pipe	25% of Pipe Dia.
>24 in. Dia. Pipe	30% of Pipe Dia.

3.02 PRESSURE TESTING JOINTS IN SEWER LINES

A. Preconstruction Testing

1. The Contractor shall provide equipment such as pumps, gauges, regulators, and hoses, necessary to perform air tests of each joint in those sewerline sections designated for grouting work. Equipment configuration shall be such that there are no valves on or along the air line between the measuring point at the joint and the pressure transducer or sensing device located in the control unit on the surface. Systems which incorporate bladders, hoses, or the like for monitoring the pressures and which have questionable accuracy shall not be allowed. The amount of pressure being exerted on the joint shall be readable above ground on a pressure gauge.
2. The accuracy and calibration of pressure sensing/monitoring system shall have been certified by an independent testing firm within a one-month period preceding the use of equipment. Proof of certification shall be submitted to the Engineer.
3. To confirm that joint testing is not a more severe test than the pipe itself can pass, the Contractor shall perform an on-job barrel test between joints in each pipe line to be tested to determine that the pipe barrel can pass the test criteria. If the pipe barrel will not pass decay rate limits, adjustment of maximum pressure levels will be evaluated jointly between the Contractor and Engineer. Engineer shall render final written decision on each such situation.

B. Sewer Pipe Joint Testing

1. The Contractor shall test each joint by isolating the area to be tested within the testing device and applying positive pressure into the joint and void area created by the test device. The Contractor shall then introduce pressurized air into the isolated void created by testing device. Pressure shall be applied until it is determined that the pressure cannot be built in the void or until the test pressure of $\frac{1}{2}$ psi per ft of depth plus four (4) psi to a maximum of ten (10) psi is reached as recorded by the void pressure monitor. When either of these conditions is reached, the Contractor shall shut off the air supply.
2. If the required pressure cannot be developed, joint shall have failed the test. If the required test pressure in the void was increased to $\frac{1}{2}$ psi per ft of depth plus four (4) psi, rate of decay of this pressure shall not exceed 1 psi in 30 sec. The joint being tested will also have failed if the pressure drops more than 1 psi in 30 sec. Failure of the joint indicates the need for sealing. Sealing shall be accomplished by the Contractor as specified elsewhere in these Technical Specifications

C. Test Records

1. During grout testing, records shall be kept which include identification of the sewer line section tested, test pressure used, location (footage) of each grouted defect tested and location of grouted defects not tested due to close proximity to building service connections and sanitary sewer manholes, a statement indicating test results (passed or failed) for each grouted defect tested, test pressure achieved and maintained for each grouted defect passing air test, weekly equipment pressure test results, sewer line section barrel test results, daily gel check results, and air temperature at time of testing joints.

3.05 CHEMICAL GROUT APPLICATION FOR SEALING JOINTS

Repairs shall take place at joints, generally small circumferential cracks, small holes, or similar points of infiltration as identified. The repair shall be such that the original cross-sectional area and shape of the interior of sewer pipe shall not be permanently reduced or changed.

A. Placement of Chemical Grout

1. The Contractor shall position the sealing packer over the area of infiltration by means of a metering device at the surface and closed circuit television camera in the line. Accurate measurement of the location of the defect to be sealed shall be made, using the portion of sealing packer as "Datum" or measurement point or target. Such measurement to the target shall also be used to obtain necessary measurement for positioning the injection area of sealing packer over area to be sealed.
2. The Contractor shall expand the sealing packer sleeves using controlled pressures. Expanded sleeves shall seal against the inside periphery of pipe to form a void area at the point of infiltration, completely isolated from the remainder of pipe the line. The Contractor shall pump sealant materials into this isolated area through hose systems at controlled pressures which are in excess of groundwater pressures.
3. Upon completion of injection, the Contractor shall retest the point of repair. If retesting shows the seal was not completely effective, the Contractor shall repeat the sealing process until the defect successfully passes the pressure test. After sealing the entire sewer line section, the Contractor shall remove surplus grouting material from the line section at the immediate downstream manhole. If surplus grouting materials left in the sewer line section by the Contractor results in sewer surcharging and subsequent damage to public or private property, the Contractor shall be responsible for damage to property and expenses incurred by the City.

B. Gel Checks

1. The Contractor shall make gel checks daily for each sealing vehicle to monitor both induction period and gel characteristics. The Contractor shall also make checks for every mixed batch or at least

twice per day if only one batch is used. The Engineer reserves the right to request adjustment of gel times or reject the entire batch if acceptable gel characteristics do not exist. Periodic gel checks shall also be made in the pipe (at request of the Engineer) by seating the sealing packer on the pipe barrel and filling the packer void with grout solutions. Pressure will then be monitored until a rise in pressure is observed, indicating that grout has gelled in the packer void. The Contractor shall certify, for each of the sealing vehicles, results of required gel checks.

C. Field Records

1. The Contractor shall keep field records for each sewer line section prior to, during, and after completion of the chemical grouting operation. Records shall include information such as accurate locations, gel times, grout volumes, grout pressures, air temperatures, and joints not sealed due to close proximity to building service connections and sanitary sewer manholes.

3.06 TESTING FOR ACCEPTANCE / WARRANTY

A. Initial Testing

1. After a period of time equal to two times the gel set time has elapsed, each point of repair shall be subjected to a pressure of $\frac{1}{2}$ psi per foot of depth of the sewer plus four (4) psi. The rate of decay of this pressure shall not exceed one (1) psi in 30 sec. Repairs failing to meet this condition shall be resealed and retested until an acceptable result is obtained.

B. Field Testing for Final Acceptance

1. No sooner than nine (9) months but no later than Twelve (12) months after the completion of all chemical grouting work, the Contractor shall conduct testing in an initial retest area consisting of specific sewer line sections selected by the Engineer. Sewer line segments to be retested will be randomly selected by the Engineer throughout the project area and shall be representative of a majority of sealing work performed. The initial retest area shall consist of 10% of the sewer segment lineal footage contained in the Work.
2. Within the initial retest area, CONTRACTOR shall retest designated defects previously grouted. Grouted defects which were sealed previously and fail the retest shall be resealed at no additional cost to the City.
3. If the failure rate of these retested defects is less than 5% of defects retested, work shall be considered satisfactory and no further retesting will be required
4. If failure rate of retested defects exceeds 5% of defects retested, an additional retest area of equivalent size shall be selected and all grouted defects shall be retested. Additional testing and sealing, if necessary, will continue until a failure rate of less than 5% of the total retested grouted defects is met. Any additional cleaning and

testing beyond the initial test area that is required due to a failure rate greater than 5% shall be at no cost to the City

5. Should as much as 25% of Work be retested and fail to meet the 5% requirement, the Contractor shall provide the same number of crews as utilized in the original project so that retesting will proceed at a rapid rate.
6. If 25% of the original number of joints or defects grouted fail the retest and must be re-grouted, the Contractor shall again provide a one year warranty and perform a one year retest the following year for those joints and defects re-grouted during the first one year retest.

[END OF SECTION]

City of Largo

Pinellas County, Florida

TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Engineering Project Number: 2019-01
Bid Number: 19-B-645



Prepared by

City of Largo
Engineering Services Department

August, 2018

ADDENDUM NO. 1

TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bid No. 19-B-645

Addendum No. 1, dated August 24, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 1" on the envelope in which the proposal is submitted.

Description:

Summary of Work, Scope of Work section, paragraph two, is revised as follows:

The work shall be performed by annual bid, without an estimated or guaranteed quantity of work to be performed. The term of this bid will be from the date of award through September 30, 2020 (2016). The City of Largo reserves the right to extend the contract for two additional one year extensions with the approval of the contractor. The quantities identified in the Schedule of Bid Prices are for comparison only. The locations of rehabilitation work will be as directed by the City of Largo designated representative. The City of Largo will issue task orders to the contractor on an as needed basis.



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Administration (727) 587-6727
FAX (727) 586-7420

CITY OF LARGO, FLORIDA ADDENDUM #1 TO INVITATION FOR BID

FOR

TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID #19-B-645

TO: Potential Bidders

FROM: Joan Wheaton , Procurement Analyst
Jerald Woloszynski, P.E., Director

DATE: August 24, 2018

PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 19-B-645

SEE ATTACHED PAGE: A-1

Questions concerning this addendum should be directed to Robert C. Hatton, Engineer II,
Engineering Services Department, (727) 587-6713.

~~~~~  
**Please return the signed original of this Addendum with your Bid package.**

I have read and understand the Addendum to **Bid Number 19-B-645**

Signature

*Frank Schwartz*

Firm

*LMK Pipe Renewal*

Typed Name and Title

*Frank Schwartz Project Manager*

ADDENDUM NO. 2  
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION  
Bid No. 19-B-645

Addendum No. 2, dated September 11, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 2" on the envelope in which the proposal is submitted.

Responses to Bidder's Questions

Question:

Item 1, 8-inch CIPP x 6mm, is the 6mm a finished design or the manufactured design thickness?

Response:

*This is the manufactured design thickness.*

Question:

Item 7 thru 29 CIPP x ?mm thickness, all liner thicknesses appear to be very thin, all being enough that the thickness variance will be used fully and not just a percentage. Can the design thickness be increased to assumed thickness on these items?

Answer:

*The design thickness will be decided on a case by case basis per project location and can be increased by increments of 1.5 mm beyond the initial thickness per pipe diameter as shown on the schedule of bid prices.*

Question:

Will all laterals be grouted after reinstatement or only the laterals that are actively leaking?

Response:

*All laterals will be grouted after reinstatement.*

Question:

Must the bidders bid on every group?

Response:

*No. Bidders are only required to bid on the groups of items containing products or services that their company provides. However we request that all bidders submit bids for Group 5 "Common Work Tasks".*

Question:

Can we Please be Supplied with the previous bid tabulations to this contract?

Response:

*See page A-3 for the bid tabulation to the Trenchless Sanitary Storm Sewer Rehabilitation Bid 16-B-534 awarded in 2016.*





PO Box 296  
Largo, FL 33779  
Largo.com

## City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Office of Management and Budget

Administration (727) 587-6727  
FAX (727) 586-7420

### **CITY OF LARGO, FLORIDA ADDENDUM #2 TO INVITATION FOR BID**

**FOR**

### **TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID #19-B-645**

---

**TO:** Potential Bidders

**FROM:** Joan Wheaton , Procurement Analyst  
Jerald Woloszynski, P.E., Director

**DATE:** September 11, 2018

**PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 19-B-645**

**SEE ATTACHED PAGES: A-1, A-2, A-3**

Questions concerning this addendum should be directed to Robert C. Hatton, Engineer II, Engineering Services Department, (727) 587-6713.

~~~~~  
Please return the signed original of this Addendum with your Bid package.

I have read and understand the Addendum to **Bid Number 19-B-645**

Signature Frank Schwartz

Firm Link Pipe Renewal LLC

Typed Name and Title Frank Schwartz Project Manager



PO Box 296
Largo, FL 33779
Largo.com

**CITY COMMISSION
LARGO, FLORIDA
INVITATION FOR BID**

Bid #: 19-B-645

Date: August 15, 2018

Competitive sealed bids will be accepted by the City of Largo Office of Management and Budget, Largo City Hall, located at 201 Highland Avenue, Largo, FL 33770, until

**3:30 p.m., local time
September 18, 2018**

at which time all bids received shall be publicly opened and read aloud in the Office of Management Budget, Largo City Hall, for

TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bids must conform to the *Specifications and Instructions to Bidders*. Any deviation from the specifications must be shown.

The City reserves the right to reject any or all bids received, to waive any irregularities or informalities. If you are interested in bidding, please complete the Invitation for Bid Form(s) and return to this office by the date indicated. Non-conformance with these instructions is grounds for rejection of bid. Late Bids will be rejected.

Questions of a technical nature should be directed to Rafal Cieslak, P.E. at 727-587-6713, or at rcieslak@largo.com.

Questions concerning this Bid should be directed to Joan Wheaton, Procurement Analyst, Office of Management and Budget at (727) 587-6727.

**BY ORDER OF THE CITY COMMISSION
LARGO, FLORIDA**

Joan Wheaton, Procurement Analyst
Office of Management and Budget

**Please indicate BID number
on your response envelope.**

**BID and ADDENDUM DOCUMENTS CAN BE DOWNLOADED FROM
www.demandstar.com or THE CITY WEBSITE www.largo.com**

Bidder will complete the Work for the following prices:

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
Group 1	Cured-In-Place Pipe (CIPP) Main Line Lining				
1	8 in. x 6 mm CIPP	35,000	LF		
2	Cost for each 1.5 mm Increase in Thickness of 8 in. Liner	15,000	LF		
3	10 in. x 6 mm CIPP	7,500	LF		
4	Cost for each 1.5 mm Increase in Thickness of 10 in. Liner	5,000	LF		
5	12 in. x 6 mm CIPP	2,500	LF		
6	Cost for each 1.5 mm Increase in Thickness of 12 in. Liner	1,500	LF		
7	15 in. x 6 mm CIPP	1,000	LF		
8	Cost for each 1.5 mm Increase in Thickness of 15 in. Liner	500	LF		
9	18 in. x 6 mm CIPP	1,000	LF		
10	Cost for each 1.5 mm Increase in Thickness of 18 in. Liner	500	LF		
11	21 in. x 7.5 mm CIPP	250	LF		
12	Cost for each 1.5 mm Increase in Thickness of 21 in. Liner	150	LF		
13	24 in. x 7.5 mm CIPP	500	LF		
14	Cost for each 1.5 mm Increase in Thickness of 24 in. Liner	250	LF		
15	30 in. x 9 mm CIPP	500	LF		
16	Cost for each 1.5 mm Increase in Thickness of 30 in. Liner	250	LF		
17	36 in. x 10.5 mm CIPP	500	LF		
18	Cost for each 1.5 mm Increase in Thickness of 36 in. Liner	250	LF		
19	42 in. x 10.5 mm CIPP	400	LF		
20	Cost for each 1.5 mm Increase in Thickness of 42 in. Liner	200	LF		
21	48 in. x 12 mm CIPP	400	LF		
22	Cost for each 1.5 mm Increase in Thickness of 48 in. Liner	200	LF		
23	54 in. x 12 mm CIPP	300	LF		
24	Cost for each 1.5 mm Increase in Thickness of 54 in. Liner	200	LF		
25	60 in. x 12 mm CIPP	300	LF		
26	Cost for each 1.5 mm Increase in Thickness of 60 in. Liner	200	LF		

Bidder will complete the Work for the following prices:

SCHEDULE OF BID PRICES

Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
27	72 in. x 12 mm CIPP	300	LF		
28	Cost for each 1.5 mm Increase in Thickness of 72 in. Liner	200	LF		
29	84 in. x 12 mm CIPP	200	LF		
30	Cost for each 1.5 mm Increase in Thickness of 84 in. Liner	150	LF		
Group 1 Total Bid:					
Group 2	Fold and Form Liner - PVC				
31	8" Fold and Form PVC Liner	8,000	LF		
32	10" Fold and Form PVC Liner	2,500	LF		
33	12" Fold and Form PVC Liner	2,500	LF		
Group 2 Total Bid:					
Group 3	Cured-in-Place Pipe (CIPP) Service Lateral Lining				
34	Initial Service Lateral CCTV Inspection (4"-6") From Main, Up To 30 LF	500	EA	275.00	137,500.00
35	Initial Service Lateral CCTV Inspection (4"-6"), From Main, Per LF, Beyond Initial 30 Ft.	5,000	LF	4.00	20,000.00
36	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Up To 30 LF	200	EA	325.00	65,000.00
37	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Per LF, Beyond Initial 30 Ft.	2,500	LF	8.00	20,000.00
38	CIPP Lateral Liner, 4" - 6" Dia. Up To 30 LF, with Main/Lateral Connection System	250	EA	3995.00	998,750.00
39	CIPP Lateral Liner, 4" - 6" Dia. Per LF Beyond Initial 30 Ft.	3,750	LF	52.00	195,000.00
40	Clean-Out Installation in Grass Area (Up to 5 ft. in depth)	100	EA	1100.00	110,000.00
41	Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)	10	EA	1250.00	12,500.00
42	Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)	100	EA	1400.00	140,000.00
43	Clean-Out Installation (Beyond 5 ft. in depth)	150	VF	250.00	37,500.00
Group 3 Total Bid:					1,736,250.00

Bidder will complete the Work for the following prices:

SCHEDULE OF BID PRICES

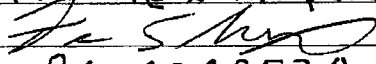
Bid Number	Bid Item	Quantity	Unit	Unit Cost	Total Cost
Group 4 Joint Sealing with Chemical Grout					
44	Test Joint - 8" Dia.	3,000	EA		
45	Test Joint - 10" Dia.	1,000	EA		
46	Test Joint - 12" Dia.	1,000	EA		
47	Grout Seal Failed Joints - 8" Dia	2,000	EA		
48	Grout Seal Failed Joints - 10" Dia	750	EA		
49	Grout Seal Failed Joints - 12" Dia	750	EA		
50	Seal Service Lateral Connections	250	EA		
Group 4 Total Bid:					
Group 5 Common Work Tasks					
51	Mobilization, <= 1,200 LF or <= 10 Lateral Liners per Task Order	10	EA	2,750.00	27,500.00
52	Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order	15	EA	2,500.00	37,500.00
53	Maintenance of Traffic, FDOT	10	DAY	500.00	5,000.00
54	Maintenance of Traffic, City/County Arterial/Collector	30	DAY	350.00	10,500.00
55	Maintenance of Traffic, City/County Minor/Residential	50	DAY	175.00	8,750.00
56	Work In Rear Easements and/or Away From Travelways	30	EA	350.00	10,500.00
57	Specialty Cleaning, 8" Dia. (Groups 1, and 2)	500	LF		
58	Specialty Cleaning, 10"- 18" Dia. (Groups 1, and 2)	500	LF		
59	Specialty Cleaning, 24"-36" Dia. (Group 1 Only)	300	LF		
60	Specialty Cleaning, 42"-54" Dia. (Group 1 Only)	300	LF		
61	Specialty Cleaning, 60"-84" Dia. (Group 1 Only)	200	LF		
62	Hammer Tap Removal	10	EA		
63	Lateral Reinstatement and Grouting (Groups 1, and 2)	500	EA		
64	Warranty Cleaning and CCTV Inspection	15,000	LF	5.00	75,000.00
Group 5 Total Bid:					174,750.00

CITY OF LARGO, FLORIDA
BID FORM
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID # 19-B-645

The undersigned bidder does hereby agree to furnish the City of Largo, Florida, the items listed in accordance with the Specifications shown by the Invitation to Bid to be delivered to the specified site for the price indicated.

IT IS BIDDERS RESPONSIBILITY TO CHECK THE WEBSITE www.largo.com
FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL

THIS BID MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN HIS/HER OWN NAME.

BIDDER NAME: LMK Pipe Renewal LLC
ADDRESS: 1131 N.W. 55th Street Fort Lauderdale, FL
33309
PURCHASE ORDER
ADDRESS: 1131 N.W. 55th Street Fort Lauderdale, FL 33309
PHONE NUMBER: 954-772-0075
FAX NUMBER: 954-772-0086
COMPANY CONTACT (REP): Frank Schwartz
EMAIL ADDRESS(REP): Frank@lmkpipe.com
SIGNATURE: 
TAX ID# SSN or EIN: 20 4042534

CITY OF LARGO, FLORIDA
REFERENCE INFORMATION
FOR
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION
BID # 19-B-645

Organization City of Plantation
Contact Person Jeff Jones
Address 701 NW 91st Ave.
City Plantation State FL Zip 33324 Phone Number (954) 452-2572
Project Cost 1.2 mil. per year Date Performed June 26, 2015 to Present

Organization Coral Springs Improvement District
Contact Person Curt Dwiggins
Address 10300 NW 11th Manor
City Coral Springs State FL Zip 33071 Phone Number (954) 796-6639
Project Cost 1,325,454 Date Performed 11/2016

Organization Coral Springs, City of
Contact Person Mike Medley
Address 3800 N.W. 85th Avenue
City Coral Springs State FL Zip 33065 Phone Number (954) 345-2189
Project Cost 750,000 Date Performed 2016 October

Organization Lee County
Contact Person Richard Sims
Address 5180 Tice St.
City Fort Myers State FL Zip 33905 Phone Number (239) 693-2992
Project Cost 300,000 Estimate Date Performed 2011

Organization Fort Lauderdale, City of
Contact Person Jorge Holguin
Address 100 N. Andrews Ave.
City Fort Lauderdale State FL Zip 33301 Phone Number (954) 828-5675
Project Cost 2,627,436.06 Date Performed 2014 to 2016

Representative Typed Name/Title Frank Schwartz
Representative Signature [Signature] Firm LMK Pipe Renewal LLC

**INSURANCE REQUIREMENTS CHECKLIST
FOR BID # 19-B-645
Items marked "X" must be provided**

<u>X</u>	<u>General Liability</u>	<u>Minimum Limits Required</u>
<u>X</u>	Commercial General Liability	\$ <u>2,000,000</u> General Aggregate
<u>X</u>	Occurrence Form	\$ <u>1,000,000</u> Product/Complete Operations Agg.
		\$ <u>1,000,000</u> Personal & Advertising Injury
		\$ <u>1,000,000</u> Each Occurrence
		\$ _____

<u>X</u>	<u>Automobile Liability</u>	
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u> Combined Single Limit per
	Occurrence	

<u>X</u>	<u>Worker's Compensation and Employer's Liability</u>	<u>Statutory</u>
		\$ <u>100,000</u> Each Accident
		\$ <u>500,000</u> Disease - Policy Limit
		\$ <u>100,000</u> Disease - Each employee

	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)	
	* Deductible: \$ _____	\$ _____ Aggregate
	* Claims Made (Y/N): _____	\$ _____ Each Claim
	* Occurrence (Y/N): _____	
	* Defense included in Limits (Y/N): _____	

	<u>Builder's Risk/Installation Floater</u>	(* To be completed by Bidder)
	* Flood Included \$ _____ Limit	\$ _____ 100% of Completed or Installed Value
	* Transportation Included \$ _____ Limit	All-Risk Form
	* Storage Included \$ _____ Limit	
	City Must Be A Named Insured. Copy of Policy Will Be Required.	

	<u>Other</u>	
	\$ _____	
	\$ _____	

X The Certificate of Insurance must show "The City of Largo, its elected officials and employees" as an additional insured. The Certificate shall bear the requisite endorsements providing that the City is an additional insured and providing for waiver of subrogation by the Vendor/Subcontractor when applicable.

X Vendor/Subcontractor shall provide immediate notice of any Vendor/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP/Bid. Vendor/Subcontractor shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s).

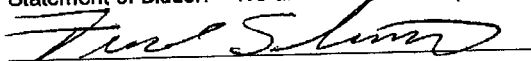
X Certificates must identify bid number and bid title.

Subcontractors must carry same Insurance limits.

Insurance Carrier should be A rated.

The City reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP/Bid and/or any Purchase Order issued in accordance with this RFP/Bid

Statement of Bidder: We understand the requirements requested and agree to comply fully.



Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

LMK PIPE RENEWAL LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1131 NW 55TH ST

6 City, state, and ZIP code

FORT LAUDERDALE FL 33309-2821

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

2 0 - 4 0 4 2 5 3 4

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

9-17-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CITY OF LARGO

P.O. BOX 296 LARGO, FL 33779-0296

PURCHASE ORDER: 70969

Page: 1 of 1

***** VENDOR *****

LMK PIPELINE RENEWAL LLC
1131 NW 55TH ST
FORT LAUDERDALE FL 33309-2821

***** DELIVER TO *****

CITY OF LARGO
ENGINEERING
201 HIGHLAND AVENUE
LARGO, FL 33770

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
10/23/18	11/22/18		LARGO	NET	W9	JWHEATON

Requisition No	Vendor No	Vendor Phone	Vendor Fax	Jobs
EN000544	20825-1	(954)772-0075	(954)772-0086	EN-2,EN-1

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00		Award of Bid No. 19-B-645 Trenchless Sanitary and Storm Sewer Rehabilitation.	1.0000	1.00	210-539-5730-46
2	1.00		Stormwater Repairs - EN Stormwater Repairs - PW	1.0000	1.00	210-538-6066-46
3	1.00		Stormwater Pipe Lining - PW Sanitary Sewer Repair - EN	1.0000	1.00	401-539-5730-46
Approved by Commission on 10/16/18						
Contact: Robert Hatton (727) 587-6713						
				** TOTAL **	3.00	

VENDOR INSTRUCTIONS:

ACCEPTANCE OF THIS PURCHASE ORDER INCLUDES ACCEPTANCE OF ALL TERMS, CONDITIONS, SPECIFICATIONS AND DELIVERY INSTRUCTIONS. NO OTHER VENDOR TERMS & CONDITIONS SHALL APPLY. ALL TERMS AND CONDITIONS CAN BE FOUND AT WWW.LARGO.COM/TERMS

STATE TAX EXEMPTION #85-8012621619C-1 EIN: #59-6000360

PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS PURCHASE ORDER WITHOUT PRIOR APPROVAL BY THE OFFICE OF MANAGEMENT & BUDGET.

MAIL INVOICES TO: CITY OF LARGO
P.O. BOX 296
LARGO, FL 33779-0296

SPECIAL INSTRUCTIONS:

APPROVED BY COMMISSION
OCTOBER 16, 2018

ORIGINAL

Joan Wheaton
Approved By

Project Name: Trenchless Sanitary and Storm Rehabilitation; Largo, Florida

Bid No.: 19-B645

Project No.: 1019-01

Bid No.: 19-B645				LOWEST									
Project No.: 1019-01				2ND LOWEST									
				HIGHEST									
				EnviroWaste	Hinderland Group	Granite Inliner LLC	Insituform	JTV Inc.	BLD Services	Miller Pipeline	LMK Pipe	Vac Vision	
NUMBER	ITEM	UNIT	QTY	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	
Group 1	Cured-In-Place Pipe (CIPP) Main Line Lining												
1	8 in. x 6 mm CIPP	LF	35,000	\$45.00	\$28.00	\$27.50	\$28.00	\$29.50				\$29.00	
2	Cost for each 1.5 mm Increase in Thickness of 8 in. Liner	LF	15,000	\$2.00	\$0.25	\$1.00	\$1.60	\$0.50				\$1.00	
3	10 in. x 6 mm CIPP	LF	7,500	\$55.00	\$30.00	\$31.00	\$34.10	\$31.00				\$33.00	
4	Cost for each 1.5 mm Increase in Thickness of 10 in. Liner	LF	5,000	\$2.50	\$0.25	\$2.00	\$1.70	\$1.00				\$2.00	
5	12 in. x 6 mm CIPP	LF	2,500	\$65.00	\$36.00	\$37.50	\$39.80	\$35.00				\$37.00	
6	Cost for each 1.5 mm Increase in Thickness of 12 in. Liner	LF	1,500	\$3.00	\$0.25	\$2.50	\$1.80	\$2.00				\$4.00	
7	15 in. x 6 mm CIPP	LF	1,000	\$75.00	\$51.00	\$75.00	\$56.40	\$45.00				\$50.00	
8	Cost for each 1.5 mm Increase in Thickness of 15 in. Liner	LF	500	\$3.00	\$2.00	\$4.00	\$2.60	\$4.00				\$10.00	
9	18 in. x 6 mm CIPP	LF	1,000	\$85.00	\$62.00	\$80.00	\$69.20	\$60.00				\$80.00	
10	Cost for each 1.5 mm Increase in Thickness of 18 in. Liner	LF	500	\$4.00	\$2.00	\$5.00	\$3.70	\$5.00				\$10.00	
11	21 in. x 7.5 mm CIPP	LF	250	\$115.00	\$82.00	\$60.00	\$88.90	\$75.00				\$85.00	
12	Cost for each 1.5 mm Increase in Thickness of 21 in. Liner	LF	150	\$4.00	\$3.00	\$5.00	\$4.30	\$5.50				\$10.00	
13	24 in. x 7.5 mm CIPP	LF	500	\$135.00	\$88.00	\$65.00	\$119.30	\$95.00				\$105.00	
14	Cost for each 1.5 mm Increase in Thickness of 24 in. Liner	LF	250	\$5.00	\$4.00	\$7.00	\$5.50	\$7.00				\$15.00	
15	30 in. x 9 mm CIPP	LF	500	\$155.00	\$130.00	\$82.00	\$165.90	\$125.00				\$135.00	
16	Cost for each 1.5 mm Increase in Thickness of 30 in. Liner	LF	250	\$6.00	\$4.00	\$8.50	\$6.20	\$7.50				\$15.00	
17	36 in. x 10.5 mm CIPP	LF	500	\$185.00	\$175.00	\$105.00	\$196.80	\$149.00				\$155.00	
18	Cost for each 1.5 mm Increase in Thickness of 36 in. Liner	LF	250	\$10.00	\$4.00	\$10.00	\$27.80	\$8.00				\$25.00	
19	42 in. x 10.5 mm CIPP	LF	400	\$225.00	\$225.00	\$135.00	\$246.60	\$175.00				\$160.00	
20	Cost for each 1.5 mm Increase in Thickness of 42 in. Liner	LF	200	\$12.00	\$5.00	\$12.00	\$29.70	\$9.00				\$35.00	
21	48 in. x 12 mm CIPP	LF	400	\$285.00	\$245.00	\$155.00	\$322.00	\$205.00				\$200.00	
22	Cost for each 1.5 mm Increase in Thickness of 48 in. Liner	LF	200	\$15.00	\$5.00	\$15.00	\$30.70	\$11.00				\$35.00	
23	54 in. x 12 mm CIPP	LF	300	\$375.00	\$325.00	\$240.00	\$302.00	\$330.00				\$225.00	
24	Cost for each 1.5 mm Increase in Thickness of 54 in. Liner	LF	200	\$17.50	\$5.00	\$18.00	\$35.90	\$12.50				\$40.00	
25	60 in. x 12 mm CIPP	LF	300	\$550.00	\$350.00	\$250.00	\$454.00	\$350.00				\$300.00	
26	Cost for each 1.5 mm Increase in Thickness of 60 in. Liner	LF	200	\$25.00	\$7.00	\$20.00	\$37.50	\$17.50				\$40.00	
27	72 in. x 12 mm CIPP	LF	300	\$650.00	\$650.00	\$300.00	\$1,046.00	\$575.00				\$350.00	
28	Cost for each 1.5 mm Increase in Thickness of 72 in. Liner	LF	200	\$30.00	\$10.00	\$25.00	\$39.50	\$20.00				\$50.00	
29	84 in. x 12 mm CIPP	LF	200	\$850.00	\$875.00	\$450.00	\$1,237.00	\$1,200.00				\$600.00	
30	Cost for each 1.5 mm Increase in Thickness of 84 in. Liner	LF	150	\$40.00	\$30.00	\$30.00	\$42.00	\$25.00				\$50.00	
Group 2	Fold and Form Liner – PVC												
31	8" Fold and Form PVC Liner	LF	8,000							\$30.00			
32	10" Fold and Form PVC Liner	LF	2,500							\$33.00			
33	12" Fold and Form PVC Liner	LF	2,500							\$37.00			
Group 3	Cured-In-Place Pipe (CIPP) Service Lateral Lining												
34	Initial Service Lateral CCTV Inspection (4"-6") From Main, Up To 30 LF	EA	500	\$300.00				\$275.00	\$250.00		\$275.00		
35	Initial Service Lateral CCTV Inspection (4"-6"), From Main, Per LF, Beyond Initial 30 Ft.	LF	5,000	\$5.00				\$0.50	\$0.25		\$4.00		
36	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Up To 30 LF	EA	200	\$275.00				\$100.00	\$75.00		\$325.00		
37	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Per LF, Beyond Initial 30 Ft.	LF	2,500	\$5.00				\$1.00	\$0.25		\$8.00		
38	CIPP Lateral Liner, 4" - 6" Dia. Up To 30 LF, with Main/Lateral Connection System	EA	250	\$4,950.00				\$3,500.00	\$2,985.00		\$3,995.00		
39	CIPP Lateral Liner, 4" -6" Dia. Per LF Beyond Initial 30 Ft.	LF	3,750	\$50.00				\$8.00	\$10.00		\$52.00		
40	Clean-Out Installation in Grass Area (Up to 5 ft. in depth)	EA	100	\$900.00				\$800.00	\$850.00		\$1,100.00		
41	Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)	EA	10	\$1,250.00				\$900.00	\$1,000.00		\$1,250.00		
42	Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)	EA	100	\$1,500.00				\$900.00	\$1,200.00		\$1,400.00		
43	Clean-Out Installation (Beyond 5 ft. in depth)	VF	150	\$150.00				\$60.00	\$150.00		\$250.00		

				EnviroWaste	Hinderland Group	Granite Inliner LLC	Insituform	JTV Inc.	BLD Services	Miller Pipeline	LMK Pipe	Vac Vision
NUMBER	ITEM	UNIT	QTY	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
Group 4	Joint Sealing with Chemical Grout											
44	Test Joint - 8" Dia.	EA	3,000	\$50.00				\$20.00				
45	Test Joint - 10" Dia.	EA	1,000	\$60.00				\$20.00				
46	Test Joint - 12" Dia.	EA	1,000	\$80.00				\$20.00				
47	Grout Seal Failed Joints - 8" Dia	EA	2,000	\$75.00				\$30.00				
48	Grout Seal Failed Joints - 10" Dia	EA	750	\$100.00				\$35.00				
49	Grout Seal Failed Joints - 12" Dia	EA	750	\$125.00				\$40.00				
50	Seal Service Lateral Connections	EA	250	\$400.00				\$275.00				
Group 5	Common Work Tasks											
51	Mobilization, <= 1,200 LF or <= 10 Lateral Liners per Task Order	EA	10	\$1,500.00	\$3,000.00	\$2,000.00	\$2,580.00	\$4,500.00	\$1,500.00	\$7,500.00	\$2,750.00	\$2,500.00
52	Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order	EA	15	\$1,000.00	\$3,000.00	\$200.00	\$2,580.00	\$4,000.00	\$500.00	\$7,500.00	\$2,500.00	\$2,500.00
53	Maintenance of Traffic, FDOT	DAY	10	\$1,500.00	\$1,500.00	\$300.00	\$2,330.00	\$1,500.00	\$800.00	\$2,000.00	\$500.00	\$1,750.00
54	Maintenance of Traffic, City/County Arterial/Collector	DAY	30	\$750.00	\$750.00	\$100.00	\$1,905.00	\$1,400.00	\$600.00	\$2,000.00	\$350.00	\$1,000.00
55	Maintenance of Traffic, City/County Minor/Residential	DAY	50	\$500.00	\$500.00	\$30.00	\$212.00	\$1,000.00	\$400.00	\$2,000.00	\$175.00	\$250.00
56	Work in Rear Easements and/or Away From Travelways	EA	30	\$250.00	\$1,000.00	\$1,300.00	\$940.00	\$1,500.00	\$1,000.00	\$3,570.00	\$350.00	\$500.00
57	Specialty Cleaning, 8" Dia. (Groups 1, and 2)	LF	500	\$10.00	\$5.00	\$26.00	\$4.20	\$20.00		\$13.00		\$20.00
58	Specialty Cleaning, 10"- 18" Dia. (Groups 1, and 2)	LF	500	\$15.00	\$5.00	\$26.00	\$12.70	\$28.00		\$15.00		\$25.00
59	Specialty Cleaning, 24"-36" Dia. (Group 1 Only)	LF	300	\$20.00	\$10.00	\$34.00	\$19.00	\$32.00		\$36.00		\$35.00
60	Specialty Cleaning, 42"-54" Dia. (Group 1 Only)	LF	300	\$25.00	\$15.00	\$36.00	\$47.60	\$45.00		\$65.00		\$45.00
61	Specialty Cleaning, 60"-84" Dia. (Group 1 Only)	LF	200	\$40.00	\$20.00	\$42.00	\$79.30	\$75.00		\$72.00		\$55.00
62	Hammer Tap Removal	EA	10	\$500.00	\$350.00	\$150.00	\$370.00	\$325.00	\$500.00	\$330.00		\$350.00
63	Lateral Reinstatement and Grouting (Groups 1, and 2)	EA	500	\$300.00	\$385.00	\$225.00	\$535.00	\$500.00		\$450.00		\$395.00
64	Warranty Cleaning and CCTV Inspection	LF	15000	\$4.00	\$4.00	\$2.00	\$5.00	\$3.50	\$2.50	\$4.00	\$5.00	\$3.00

Project Name: Trenchless Sanitary and Storm Sewer Rehabilitation; Largo, Florida

Bid No.: 19-B645

Project No.: 1019-01

		LOW		BHI Cost Per Bidder							
		2ND LOW									
		HIGHEST									
		BHI	EnviroWaste	BHI	JTV Inc.	BHI	BLD Services	BHI	LMK Pipe	BHI	
	UNIT	QTY	Unit Cost	TOTAL	Unit Cost	TOTAL	Unit Cost	TOTAL	Unit Cost	TOTAL	
Group 3	Cured-In-Place Pipe (CIPP) Service Lateral Lining										
34	Initial Service Lateral CCTV Inspection (4"-6") From Main, Up To 30 LF	EA	80	\$300.00	\$ 24,000.00	\$275.00	\$ 22,000.00	\$250.00	\$ 20,000.00	\$275.00	\$ 22,000.00
35	Initial Service Lateral CCTV Inspection (4"-6"), From Main, Per LF, Beyond Initial 30 Ft.	LF	703	\$5.00	\$ 3,515.00	\$0.50	\$ 351.50	\$0.25	\$ 175.75	\$4.00	\$ 2,812.00
36	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Up To 30 LF	EA	0	\$275.00	\$ -	\$100.00	\$ -	\$75.00	\$ -	\$325.00	\$ -
37	Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Per LF, Beyond Initial 30 Ft.	LF	0	\$5.00	\$ -	\$1.00	\$ -	\$0.25	\$ -	\$8.00	\$ -
38	CIPP Lateral Liner, 4" - 6" Dia. Up To 30 LF, with Main/Lateral Connection System	EA	80	\$4,950.00	\$ 396,000.00	\$3,500.00	\$ 280,000.00	\$2,985.00	\$ 238,800.00	\$3,995.00	\$319,600.00
39	CIPP Lateral Liner, 4" - 6" Dia. Per LF Beyond Initial 30 Ft.	LF	696	\$50.00	\$ 34,800.00	\$8.00	\$ 5,568.00	\$10.00	\$ 6,960.00	\$52.00	\$ 36,192.00
40	Clean-Out Installation in Grass Area (Up to 5 ft. in depth)	EA	37	\$900.00	\$ 33,300.00	\$800.00	\$ 29,600.00	\$850.00	\$ 31,450.00	\$1,100.00	\$ 40,700.00
41	Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)	EA	10	\$1,250.00	\$ 12,500.00	\$900.00	\$ 9,000.00	\$1,000.00	\$ 10,000.00	\$1,250.00	\$ 12,500.00
42	Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)	EA	31	\$1,500.00	\$ 46,500.00	\$900.00	\$ 27,900.00	\$1,200.00	\$ 37,200.00	\$1,400.00	\$ 43,400.00
43	Clean-Out Installation (Beyond 5 ft. in depth)	VF	0	\$150.00	\$ -	\$60.00	\$ -	\$150.00	\$ -	\$250.00	\$ -
Group 5	Common Work Tasks										
51	Mobilization, <= 1,200 LF or <= 10 Lateral Liners per Task Order	EA	0	\$1,500.00	\$ -	\$4,500.00	\$ -	\$1,500.00	\$ -	\$2,750.00	\$ -
52	Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order	EA	3	\$1000.00	\$ 3,000.00	\$4,000.00	\$ 12,000.00	\$500.00	\$ 1,500.00	\$2,500.00	\$ 7,500.00
53	Maintenance of Traffic, FDOT	DAY	0	\$1,500.00	\$ -	\$1,500.00	\$ -	\$800.00	\$ -	\$500.00	\$ -
54	Maintenance of Traffic, City/County Arterial/Collector	DAY	21	\$750.00	\$ 15,750.00	\$1,400.00	\$ 29,400.00	\$600.00	\$ 12,600.00	\$350.00	\$ 7,350.00
55	Maintenance of Traffic, City/County Minor/Residential	DAY	21	\$500.00	\$ 10,500.00	\$1,000.00	\$ 21,000.00	\$400.00	\$ 8,400.00	\$175.00	\$ 3,675.00
56	Work in Rear Easements and/or Away From Travelways	EA	0	\$250.00	\$ -	\$1,500.00	\$ -	\$1,000.00	\$ -	\$350.00	\$ -
57	Specialty Cleaning, 8" Dia. (Groups 1, and 2)	LF	0	\$10.00	\$ -	\$20.00	\$ -		\$ -		\$ -
58	Specialty Cleaning, 10"- 18" Dia. (Groups 1, and 2)	LF	0	\$15.00	\$ -	\$28.00	\$ -		\$ -		\$ -
59	Specialty Cleaning, 24"-36" Dia. (Group 1 Only)	LF	0	\$20.00	\$ -	\$32.00	\$ -		\$ -		\$ -
60	Specialty Cleaning, 42"-54" Dia. (Group 1 Only)	LF	0	\$25.00	\$ -	\$45.00	\$ -		\$ -		\$ -
61	Specialty Cleaning, 60"-84" Dia. (Group 1 Only)	LF	0	\$40.00	\$ -	\$75.00	\$ -		\$ -		\$ -
62	Hammer Tap Removal	EA	0	\$500.00	\$ -	\$325.00	\$ -	\$500.00	\$ -		\$ -
63	Lateral Reinstatement and Grouting (Groups 1, and 2)	EA	0	\$300.00	\$ -	\$500.00	\$ -		\$ -		\$ -
64	Warranty Cleaning and CCTV Inspection	LF	0	\$4.00	\$ -	\$3.50	\$ -	\$2.50	\$ -	\$5.00	\$ -
BHI TOTAL COST PER BIDDER			EnviroWaste	\$ 579,865.00	JTV Inc.	\$ 436,819.50	BLD Services	\$ 367,085.75	LMK Pipe	\$ 495,729.00	



Form Revision Date: 04/11/18

City of Largo
Agenda Item 13

Meeting Date
10/16/18

Presenter: Jerald Woloszynski, P.E., Director

Department: EN – Engineering Services

TITLE:

AWARD OF BID NO. 19-B-645, TRENCHLESS SANITARY AND STORM SEWER REHABILITATION, TO ENVIROWASTE SERVICES GROUP, INC., HINDERLAND GROUP, INC., GRANITE INLINER, LLC, INSITUFORM TECHNOLOGIES, INC., JTV, INC., BLD SERVICES, LLC, MILLER PIPELINE, LLC, LMK PIPE RENEWAL, LLC, AND VAC VISION ENVIRONMENTAL, LLC

Engineering Services requests award of Bid No. 19-B-645, Trenchless Sanitary And Storm Sewer Rehabilitation annual purchase agreement (APA), to the nine recommended bidders. The City performs contract rehabilitation and repair of sanitary sewer, reclaimed water, and storm sewer systems through the use of an APA with multiple contractors for trenchless pipe rehabilitation, manhole rehabilitation, and traditional excavation, repair and restoration. This APA is for trenchless pipe rehabilitation, which includes wastewater and stormwater pipe cleaning, inspection, grouting and lining services.

The bids were broken into five (5) bid groups, contractors were only required to bid on groups that included services provided by their company. For example Miller Pipeline, LLC is the single vendor for group two fold and former liner and likewise JTV, Inc. and Envirowaste Services Group, Inc. are vendors for group four joint sealing with chemical grout. By awarding the APA to the nine recommended bidders, the City will be able to obtain all of the services included in all the bid groups and will be able to perform the work in a timely manner.

(Continued on Page 2)

Budgeted Amount:	\$8,832,100.00	Budget Page No(s):	177, 188, Itemized 251	Available Amount:	\$8,832,100.00	Expenditure Amount:	\$0.00
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Additional Budgetary Information: See Page 2

Funding Source(s):	Stormwater, Wastewater	Sufficient Funds Available:	☒ Yes ☐ No	Budget Amendment Required:	☐ Yes ☒ No	Source:	N/A
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City Attorney Reviewed:	☐ Yes ☐ No ☒ N/A	Advisory Board Recommendation:	☐ For ☐ Against ☒ N/A	Consistent With:	☒ Yes ☐ No ☐ N/A	Strategic Plan
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Potential Motion/ Direction Requested: I MOVE TO APPROVE/DISAPPROVE AWARD OF BID NO. 19-B-645, TRENCHLESS SANITARY AND STORM SEWER REHABILITATION, TO ENVIROWASTE SERVICES GROUP, INC., HINDERLAND GROUP, INC., GRANITE INLINER, LLC, INSITUFORM TECHNOLOGIES, INC., JTV, INC., BLD SERVICES, LLC, MILLER PIPELINE, LLC, LMK PIPE RENEWAL, LLC, AND VAC VISION ENVIRONMENTAL, LLC.

Staff Contact: Charles Mura, P.E., Senior Engineer

x4414

cmura@largo.com

Attachments: Page 2, Bid Tabulation

The nine contractors are:

- Envirowaste Services Group, Inc.
- BLD Services, LLC
- Hinderland Group, Inc.
- Miller Pipeline, LLC
- Granite Inliner, LLC
- LMK Pipe Renewal, LLC
- Insituform Technologies, LLC
- Vac Vision Environmental, LLC
- JTV, Inc.

FY 2019 budgeted items considered for this APA are:

Stormwater		Dept
\$150,000	Stormwater APA Repairs	EN
\$132,100	Stormwater Repairs	PW
\$100,000	Stormwater Pipe Lining	PW
Wastewater		Dept
\$250,000	Sanitary Sewer Repair APA	EN
\$4,000,000	Hermine SSO Prevention	ES
\$4,200,000	LS-2 I&I Abatement	ES
\$8,832,100	Total	

The intended use of the Hermine SSO Prevention funding is for Inflow and Infiltration (I &I) corrective actions within the three remaining areas, specifically Lift Station sanitary sewer basins 16, 28 and 39. Similar to the work accomplished with FY 2018 funding, Engineering Services will issue APA work orders for gravity pipe lining, and lateral pipe lining with clean-out installation as necessary.

Likewise, the intended use of the Lift Station 2 I&I abatement funding will also be for corrective actions within Lift Station 2 sub-basin 1 for APA work orders for gravity pipe lining, and lateral piping lining with clean-out installation as necessary.

Funds will not be expended unless a specific project/scope is assigned to a contractor.

[About Us](#)[Return to Home Page](#)[Cured-In-Place Pipe](#)[Sanitary Pipe CIPP Lining](#)[Storm Drain CIPP Lining](#)[Chemical Sewer Grouting](#)[Sewer Cleaning](#)[Storm Drain Cleaning](#)[CCTV Sewer Inspection](#)[Point Repairs](#)[Pipe Robotic System](#)[Lateral CCTV Inspection](#)[Worker Safety](#)[Reference Videos](#)[Reference Materials](#)[-- Contact Us --](#)[Return to Home Page](#)

JTV Inc.

P.O. Box 28397 St. Petersburg, FL 33709
(800) 526-1998 · (727) 528-1998 · Fax: (727)-528-9773

Licensed Underground Utility Contractor - CUC 1225007
WMBE, SBE & DBE Certified Contractor

Sanitary Pipe CIPP Lining

Installation of a Cured-In-Place Pipe Liner is a Meticulously Planned - Well Chorded

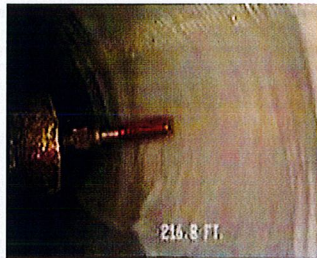
The key to successful cured-in-place pipe liner installations is project planning. The value of cured-in-place pipe liner installations is project planning, minimal disruption, minimal inconvenience to property owners. **JTV, Inc.** plans all cured-in-place pipe liner installations to be as efficient as possible.

Sanitary sewers with lateral connections play a major factor in determining installation schedules. The time required to determine the overall installation time and the time property owners are inconvenienced. Reducing property owner concern of **JTV, Inc.**

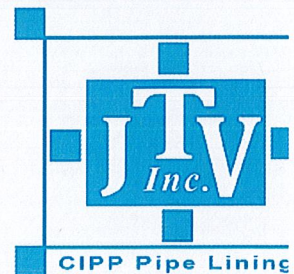
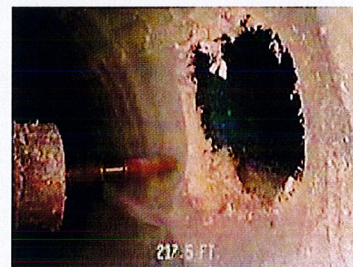
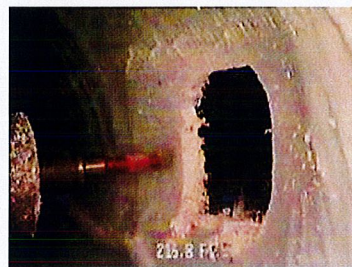
Preparation Work Prior To A Cured-In-Place Pipe Liner Installation

- Thoroughly clean pipe section to be lined removing all dirt, grease, scale & roots.
- CCTV inspect line to confirm cleaning and check for structural pipe problems. If protruding laterals are discovered, lateral pipe to host pipe wall surface.
- Obtain and confirm all measurements for each cured-in-place-pipe liner installation - without exception, all measurements must be obtained from the work site.
 - Pipe diameter at each end of pipe - requires Confined Space Entry Permit and procedures
 - Upstream manhole depth - from manhole rim to invert
 - Downstream manhole depth - from manhole rim to invert
 - Confirm pipe length - surface measure
 - Confirm pipe length - CCTV camera measurement
- Prepare an ASTM design calculation to determine required wall thickness of cured-in-place pipe liner for every installation.
- Order dry cured-in-place liner, resin & catalyst
- Design & plan traffic control plan for liner installation site
- Design & plan bypass pumping system for liner installation
- Distribute door hangers / notifications to residents 48 hours before installation
- Distribute door hangers / notifications to residents 24 hours before installation, second notice.
- Prepare liner for installation, saturate cured-in-place pipe liner with catalyzed resin at dedicated wetout facility

Lateral Reinstatement by JTV, Inc.



After the CIPP liner has been installed & cured, the ends at the manhole are cut open & trimmed. A robotic cutter is inserted into the liner to reinstate lateral drainage service. All lateral connections are identified by a dimple in the line at each connection. Laterals are first rough cut open to provide drainage and restore service. After each service is open, each lateral is finished cut or brushed to enlarge the lateral opening to maximum size.



Lateral reinstatement can be the most time consuming part of the cured-in-place pipe lining process, depending upon the number of lateral connections per line segment. JTV, Inc. has two complete lateral reinstatement cutter systems, one a winched based system and the other a self-propelled robotic system. These robotic cutters are also used to cut obstructions and intruding lateral connections prior to the installation of the liner.

Installation Day For Cured-In-Place Pipe Liners - 18 Hours Or Less

- Distribute door hangers, final notices to all affected properties not to use water until further notice.
- Installation crew to hold "tool Box" meeting to discuss the day's work and prepare Confined Space Entry permit.
- Setup traffic safety control as planned around work area, notify municipal authorities of road closures, detours work.
- Set-up and test bypass pumping system.
- High pressure sewer jet sewer pipe section(s) to be lined, minimum 2 passes.
- CCTV inspect pipe section(s) to be lined, this will be saved as the pre-inspection video for future reference.
- Confirm pipe diameter and length of pipe to be lined.
- Setup required equipment for the cured-in-place pipe inversion installation.
- Invert cured-in-place pipe liner into sewer pipe section(s).
- Heat and circulate water within liner to cure thermosetting resin using boiler truck, hold at temperature until re-manufacturer's specifications).
- Add (to displace) & circulate cold water to gradually cool down liner (per resin /catalyst manufacturer's specifications).
- Cut downstream liner end open to drain water and trim to end of pipe.
- Cut upstream liner open and trim to end of pipe.
- Inspect new liner for possible imperfections.
- Setup robotic cutter to open lateral connections, rough cut
- Advise property owners that water usage may resume.
- Use robotic cutter fully open lateral connections, finish - brush cut.
- Prepare final CCTV video inspection for submittal.

Main-to-Lateral Connections

Municipal sanitary engineers face difficult challenges in sewer renewal projects -

Root Intrusion: According to the U.S. Environmental Protection Agency (EPA), root intrusion is "...the most destructive single element facing those maintaining a wastewater collection system."

Faulty Joints and Fractured Pipe: Most industry experts agree that as much as 60% of inflow results from faulty pipe joints and fractured sections within a lateral. Areas with heavy annual rainfall and high water tables only exacerbate the force of hydrostatic pressure.

Excavation: The adverse impacts of excavation on the roads, traffic, other utilities and adjoining property owners are expensive and are often unnecessary aggravations to be avoided, if at all possible.

CIPP trenchless technologies address these issues, but different technical concerns must not be overlooked -

Adhesion: CIPP linings will not adhere to the host pipe because of improper surface preparation, incompatibility of materials and the presence of fats, oils and grease (FOG). This results in an annular space where roots and water can track.

Annular Space: All thermoset resins shrink during the curing cycle. This also results in an annular space between the liner and host pipe, allowing groundwater to travel behind the liner and migrate back into the collection system.

Engineers must require solutions that address both adhesion and the annular space.

T-LINER® WITH INSIGNIA™ GASKET SEALING TECHNOLOGY

An engineered main-to-lateral CIPP solution that:

- Fully restores the structural integrity of the host pipe
- Provides a reliable long-term resistance to root intrusion
- Ensures a sealed watertight system with verifiable non-leaking molded compression gasket seals

LMK's T-Liner is an engineered, full-circle structural main-to-lateral connection that also renews lateral pipes in one continuous length up to 200 feet without cold joints. Fully compliant with ASTM standards, this rehabilitation system can be designed and stamped by a licensed P.E. from the installation state for both the lateral and the main-to-lateral structural connection.



LMK T-Liner is fully compliant with the design, engineering and installation requirements of:

- **ASTM F2561** – Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One-Piece Main and Lateral Cured-In-Place Liner

**AMENDMENT NO. 1
TO AGREEMENT NO. LPA0005
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TOWN OF BAY HARBOR ISLANDS**

This Amendment to Agreement No. LPA0005 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Town of Bay Harbor Islands (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Bay Harbor Islands Sewer Lateral Lining Project, effective September 9, 2019; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to delays caused by COVID-19; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until January 31, 2022. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. **Attachment 3, Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1, Revised Grant Work Plan**.
3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LPA0005 to be duly executed, the day and year last written below.

TOWN OF BAY HARBOR ISLANDS

By: 
Authorized Signature

Marlene Siegel, Town Manager

Date: May 12, 2020

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Trina Vielhauer, Director – DWRA

Date: _____

Gabby Vega-Molnar, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>3-1</u>	<u>Revised Grant Work Plan (1 Pages)</u>

**ATTACHMENT 3-1
GRANT WORK PLAN**

PROJECT TITLE: Bay Harbor Islands Sewer Lateral Lining Projects

PROJECT LOCATION: The Project will be located at multiple locations within the Town of Bay Harbor Islands in Miami-Dade County.

PROJECT BACKGROUND: In an effort to reduce the amount of sewage produced, the Town of Bay Harbor Islands (Grantee) seeks to reduce/eliminate groundwater infiltration by lining all of its sewer mains, sewer manholes and sewer laterals. To date, the Grantee has lined all of its sewer mains and is currently in the process of lining all of its sewer laterals. Since 2007, the Grantee has lined 331 laterals out of a total 824 sewer laterals.

PROJECT DESCRIPTION: Grantee will install "T" lining on approximately 140 lateral sewer pipelines to reduce the infiltration of ground water into the sewer system.

Task 1: Construction

Deliverables: The Grantee will construct linings for its sewer laterals in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$250,000	07/01/2019	06/30/2021
Total:			\$250,000		

Note that, per paragraph 8.h. of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension

AGENDA ITEM REPORT

June 8, 2020

ITEM NUMBER: 11.

ITEM: Discussion requested by Council Member Yaffe regarding the next phase for the Town-owned waterfront lot located at 9600 West Bay Harbor Drive.

DESCRIPTION:

The lot was deeded to the Town April 6, 2020. The \$500,000 funds that the developer is going to give the Town will be paid at the time the permit for the project is pulled.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Interim Town Clerk
Robert Yaffe, Council Member

ATTACHMENTS

None