

**LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT**

**LOW PRESSURE SEWER SYSTEM
GENERAL CONSTRUCTION SERVICES**



ISSUED FOR BID

CONTRACT SPECIFICATIONS

AUGUST 2019

**LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT**

NOTICE OF SOLICITATION OF BID

ITB # 19-008LPSSGENCONSTR

LOW PRESSURE SEWER SYSTEM GENERAL CONSTRUCTION SERVICES

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT,
TERM CONTRACT**

BID OPENING DATE: September 3, 2019 AT 2:00 P.M.

Provide construction services on an as needed basis for rehabilitation of existing District lift stations in compliance with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications and this contract.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Loxahatchee River Environmental Control District (District) Purchasing Department (561) 401-4026.

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

A mandatory pre-bid conference will be held at 2:00 p.m., local time on August 27, 2019 in the District office located at 2500 Jupiter Park Drive, Jupiter, Florida 33458. It is mandatory that all contractors planning to submit Bids on this Project attend this meeting.

C A U T I O N

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at <http://www.loxahatcheeriver.org/purchasing.php>. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.

The Loxahatchee River Environmental Control District shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Engineering Department.

2500 Jupiter Park Drive, Jupiter, Florida 33458

Phone: (561) 747-5700 Fax: (561) 743-3027

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
A SPECIAL DISTRICT of the State of Florida
INVITATION FOR BID

BID NO: ITB # 19-008LPSSGENCONSTR BID TITLE: Low Pressure System General Construction Services

ENGINEERING DEPARTMENT CONTACT: Kris Dean P.E., Dir. of Engineering Services TELEPHONE NO.: 561-401-4024

PURCHASING DEPARTMENT CONTACT: Hazel Figueroa, Purchasing Agent TELEPHONE NO.: 561-401-4026

FAX NO.: 561-743-3027

EMAIL ADDRESS: kris.dean@loxahatcheeriver.org

All bid responses must be received on or before September 3, 2019, prior to 2:00 p.m., Loxahatchee River District local time, at which time all bids shall be publicly opened and read.

SUBMIT BID TO: Loxahatchee River Environmental Control District Engineering Department, 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Bid Response, Questionnaire, Statement of No Bid, Drugfree Work Place Certification, Contractor Evaluation Report, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by the Loxahatchee River Environmental Control District shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between the Loxahatchee River Environmental Control District and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the District Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any District agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the District.

The obligations of the Loxahatchee River Environmental Control District under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. COMPLIANCE WITH LAWS AND CODES: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Loxahatchee River Environmental Control District for any terms and conditions not specifically stated in the Invitation for Bid.

b. DISCRIMINATION PROHIBITED: the District is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

c. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the DISTRICT shall be that of an Independent Contractor and not as employees or agents of the DISTRICT.

d. PUBLIC ENTITY CRIMES: F.S. 287.133 requires DISTRICT to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

e. NON-COLLUSION: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with DISTRICT may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with Loxahatchee River Environmental Control District.

- f. **LOBBYING:** Bidders are advised that the "Loxahatchee River Environmental Control District Procurement Policy" prohibits a bidder or anyone representing the bidder from communicating with any District Governing Board Member, or any employee authorized to act on behalf of the Governing Board to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the District Governing Board, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any District Governing Board Member, or any employee authorized to act on behalf of the Governing Board to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- g. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of DISTRICT. Further, all bidders shall disclose the name of any DISTRICT employee or relative of a DISTRICT employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- h. **SUCCESSORS AND ASSIGNS:** The DISTRICT and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the DISTRICT nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the DISTRICT, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.
- j. **PUBLIC RECORDS:** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
- k. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- l. **LEGAL EXPENSES:** The DISTRICT shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the DISTRICT Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in subparagraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida, the Palm Beach County Construction Industry Licensing Board or the Martin County Construction Industry Licensing Board in the name of the

bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for the local jurisdiction (Palm Beach County, Martin County, Town of Jupiter, Village of Tequesta and/or Juno Beach) and all permits required to complete this contractual service at no additional cost to Loxahatchee River Environmental Control District. A Palm Beach County or Martin County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County or Martin County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

- c. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by DISTRICT.
- d. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- e. **PRICING:**
- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
 - (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
 - (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
 - (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
 - (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
 - (6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
 - (7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- f. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."

- g. **ACCEPTANCE/REJECTION OF BIDS:** Loxahatchee River Environmental Control District reserves the right to accept or to reject any or all bids. Loxahatchee River Environmental Control District also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Loxahatchee River Environmental Control District reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the District, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- h. **NON-EXCLUSIVE:** The District reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Loxahatchee River Environmental Control District reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

- i. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Loxahatchee River Environmental Control District encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

- j. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Loxahatchee River Environmental Control District shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Loxahatchee River Environmental Control District during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the District in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the District.

- k. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the District the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Loxahatchee River Environmental Control District.

4. BID OPENING/AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.loxahatcheeiver.org prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the District provides an unofficial list of award postings on our web site.) The official posting in the Purchasing Department shall prevail if a discrepancy exists between the referenced listings.

- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Loxahatchee River Environmental Control District Purchasing Procedures. Protests must be submitted in writing, addressed to the Purchasing Agent, via hand delivery, mail or fax to (561) 743-3027. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within two (2) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. A formal written protest shall be filed within five (5) business days after the protesting party files the Notice of Protest. Failure to file protest as outlined in the Loxahatchee River Environmental Control District Purchasing Procedure shall constitute a waiver of proceedings under the referenced District Procedures.

5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the District. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the District reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Loxahatchee River Environmental Control District has, by inspection or test of such items, determined that they appear to fully comply with specifications. The District may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the District's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Loxahatchee River Environmental Control District is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor are successful bidders authorized to use the District's Tax Exemption Number in securing such materials.

- c. **PAYMENT:** Payment shall be made by the District after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

- d. **CHANGES:** The Purchasing Agent, Loxahatchee River Environmental Control District, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Purchasing Agent, and written acceptance from the Purchasing Agent.

- e. **DEFAULT:** The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. In the event the District terminates this contract in whole or in part because of default of the successful bidder, the District may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

- f. **TERMINATION FOR CONVENIENCE:** The Purchasing Agent may, whenever the interests of the District so require, terminate the contract, in whole or in part, for the convenience of the District. The Purchasing Agent shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract. Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.
- g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The DISTRICT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.
- h. **EFFECTIVE:** The submission of the Bid will be deemed an offer by the Vendor. The Contract will be deemed awarded and validly entered into between the Vendor (Contractor) and the District when written Notice to Proceed has been given by the District through its authorized agent or a Purchase Order has been issued to the Contractor covering same.
- i. **DOCUMENT:** The Contract shall be comprised of the documents listed in the Table of Contents to the Invitation to Bid and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and the District. The Contract will bind the District, and the Vendor and their partners, successors, assigns, and legal representatives.
- j. **TERM:** The term of the Contract shall be 24 months with an option to renew for three (3) additional twelve (12) month periods.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

1. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

2. POST AWARD MEETING

Within five (5) days after receipt of notification of award of bid, successful bidder shall meet with District representative(s) to discuss job procedures and scheduling.

The successful bidder shall contact Kris Dean, P.E. at (561) 401-4024, to arrange meeting.

3. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the District sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder shall submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the District (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

A. Submit **Questionnaire for Low Pressure System General Construction Services**

- B. Be properly licensed to perform work as an Underground Utility and Excavation Contractor or General Contractor in the State of Florida and able to obtain licenses from Palm Beach and Martin Counties, the Village of Tequesta, the Town of Jupiter, Jupiter Inlet Colony and the Town of Juno Beach.

4. AWARD

Loxahatchee River Environmental Control District shall award this bid to the lowest, responsive, responsible bidder on the basis of the Total Base Bid Amount as calculated using the Unit Quantities provided in the Unit Price Bid Sheet. The District reserves the right to reject bids which would result in an award which is financially disadvantageous to the District. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications for that lot, the entire lot will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item in that lot, they will be considered non-responsive for that lot.

5. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twenty-four (24) months with an option to renew for three (3) additional twelve (12) month periods. The District will order the work on an "as needed" basis by providing the successful bidder a set of plans which detail lift station rehabilitation work to be completed for each specific project. Based on the plans the contractor shall submit an estimate based on the Unit Price Bid Tab and submit the estimate to the District for issuance of a Purchase Order. Work shall commence upon issuance of the purchase order but not before.

6. TIME FOR COMPLETION / DELIVERY

Upon receipt of the purchase order the successful bidder shall have 60 calendar days to complete the work unless otherwise indicated.

If successful bidder fails, or refuses to perform the service specified and in the specified time frame with required staff, the successful bidder does hereby agree to pay Loxahatchee River Environmental Control District the sum required to pay for this service through another contractor or direct costs for the work to be completed by the District including but not limited to temporary staffing, materials and equipment rental fees.

7. QUANTITY

The quantity of work to be provided under this contract may vary significantly based on need.

8. ADDITION / DELETION OF LOCATIONS

Loxahatchee River Environmental Control District reserves the right to add or delete project(s) during the term of the contract at its sole discretion.

9. RENEWAL OPTION WITH ESCALATOR

The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month periods. Prices shall remain firm for the initial twenty-four (24) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the three (3) twelve (12) month option periods, the District will consider, upon request of the Contractor, a single annual price adjustment to the unit price(s) based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA)). At the District's sole discretion, this annual adjustment shall be calculated by using the appropriate annual percentage as provided by the Bureau of Labor Statistics not more than 120 days nor less than 30 days prior to the first day of the renewal term.

NOTE: For accounting purposes only, the CPI-U increase will be carried out two (2) decimal points when determining the increase to the unit prices.

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the District Governing Board.

10. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Loxahatchee River Environmental Control District, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Loxahatchee River Environmental Control District property. Loxahatchee River Environmental Control District may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

11. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence that the following minimum amounts of insurance coverage can and will be obtained within 10 days of notice should the bidder be awarded a contract. Evidence shall be provided to Loxahatchee River Environmental Control District, 2500 Jupiter Park Drive, Jupiter, Florida 33458, Attention: Deputy Executive Director. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the District prior to the expiration date of each and every insurance required herein.

Contractor shall maintain and pay for, as applicable, through an insurance company or insurance companies acceptable to the District at Contractor's sole expense: Fire, Extended Coverage, Vandalism and Malicious Mischief coverage on buildings and structures in the course of construction as may be required by the District. Such coverage shall include foundations, additions, attachments, and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property.

Contractor shall provide the District, prior to the execution of the Contract, with a satisfactory Certificate of Insurance certifying that the required insurance is in force.

During the life of the Project, Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of at least A-, authorized to transact business in the State of Florida, and which are satisfactory to the District. Promptly after the District's issuance of the Notice of Award of this Contract, and prior to commencing the Work, Contractor shall provide evidence of insurance coverages of the types and in the amount required by submitting executed Certificates of Insurance, in the form preferred by the District. Each Certificate of Insurance shall set forth the original manual signature of the authorized representative of the insurance company/companies identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition, certified true and exact copies of all required policies shall be provided to the District upon request.

Contractor shall obtain and maintain in full force and effect during the life of this Contract, Worker's Compensation Insurance covering all employees in performance of Work under this Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and save the District and Engineer harmless from any damages resulting from either Contractor or any subcontractor's failure to secure and/or maintain such insurance.

All policies of insurance required shall require that the insurer give the District thirty (30) days written notice of any cancellation, intent not to renew, or reduction in coverage; and ten (10) days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Registered Mail to: Loxahatchee River District, 2500 Jupiter Park Drive, Jupiter, Florida 33458, Attn: Kris Dean, P.E.. In the event of any reduction in the aggregate limit of any policy, Contractor shall immediately restore such limit to the amount required herein.

Receipt by the District of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the District that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

The insurance coverages and limits required of Contractor under the Contract Documents are designed to meet the minimum requirements of the District. They are not designed as a recommended insurance program for Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should Contractor have any questions concerning its exposures to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

If the insurance coverage initially provided by Contractor is to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished to the District thirty (30) days prior to the expiration of current coverages.

All liability insurance policies obtained by Contractor to meet the requirements of the Contract Documents, other than the Worker's Compensation and Employer's Liability Policy, shall provide that the District, its officers, employees, and agents, and Engineer and its shareholders, officers, and directors, and any other person or entity designated by the District, shall be named "additional insureds" under the Policy and shall also incorporate a Severability of Interest and Cross Liability provision. All insurance coverages provided under this Special Conditions Section 9.08 shall apply to all of Contractor's activities under the Contract Documents without regard for the location of such activity. The policy shall include a waiver of subrogation provision in favor of the additional insured. This policy shall include, but not be limited to, all of the following coverage in the following minimum amounts:

- a. Vehicle – Owner, Hired, Non-owner – Any Automobile Coverage

Injury or death of any one person:	\$1,000,000
Injury or death of more than one person in any one occurrence:	\$1,000,000
Property Damage- any one occurrence:	\$ 500,000
Combined Single Limit Policies shall be in the amount of:	\$1,500,000

- b. Comprehensive General Liability, other than vehicle, including:

Comprehensive Premises Operations Explosions and Collapse Hazard Underground Hazard Products/Completed Operations Hazard Broad Form Property Damage Independent Contractors Personal Injury	
Per Occurrence	\$1,000,000
Aggregate	\$1,000,000
Injury or death of any one person:	\$1,000,000

Injury of death of more than one person in any one occurrence:	\$1,000,000
c. Property Damage:	
Each occurrence:	\$ 300,000
Aggregate operations:	\$ 500,000
Aggregate protective:	\$ 500,000
Aggregate contractual:	\$ 500,000

Neither Contractor nor any subcontractor shall commence Work under this Contract until they have obtained all insurance required under this Special Conditions Section 9.08, and have supplied the District with evidence of such coverage in the form of the Certificate of Insurance, and such Certificate has been approved by the District in writing. All such insurance policies shall provide for at least thirty (30) calendar days written notice to the District prior to cancellation. Contractor's and subcontractor's insurance shall be primary to any other insurance carried by the District, its consultants, or Engineer. The District's, its consultants', or Engineer's coverage shall be excess insurance only, and Contractor's insurance policies shall so state.

Contractor shall be responsible for and shall obtain and file insurance certificates on behalf of all its subcontractors within ten (10) calendar day of the subcontractor's start of Work. All Certificates of insurance shall be filed with the District in the office designated in the Contract Documents.

Should Contractor fail to maintain the insurance coverages required by the Contract Documents, the District may, at its option, either terminate this Contract for default or procure and pay for such coverage, charge Contractor, and deduct the costs from payments due Contractor. A decision by the District to procure and pay for such insurance coverages shall not operate as a waiver of any of its rights under the Contract Documents.

Failure of Contractor to submit the required Certificates of Insurance within the times required by this Special Conditions Section 9.08 may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle Contractor to a change in the Contract Sum or time.

Contractor is responsible to obtain Insurance Certificates from all Subcontractors with same limits and requirements as Contractor, and provide to District prior to beginning work.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages can be obtained by the successful bidder in the types and amounts required hereunder shall be transmitted to the District via the Insurance Company/Agent within a time frame specified by the District (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Loxahatchee River Environmental Control District as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to District prior to any adverse change, cancellation or non-renewal of coverage there under.

It shall be the responsibility of the successful bidder to provide evidence of the following additional insurance requirements as needed.

1. Martin County Right of Way Use Permit - A Certificate of Insurance showing that the applicant has secured general public liability insurance coverage naming Martin County, a political subdivision of the State of Florida, is an additional named insured in amounts not less than \$100,000.00 per person / \$200,000.00 per accident / \$100,000 for property damage.
2. Work within each municipality or county shall name the municipality or county as additional insured.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the District with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by District as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to District on a primary basis.

12. STORAGE AND SECURITY DURING CONSTRUCTION

The Contractor is solely responsible for security of the site including equipment and materials. In the event of theft or damage the Contractor shall replace stolen or damaged equipment or materials at no additional cost to the District. Contractor's responsibility shall extend until the project is operational and restoration is complete.

13. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

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

Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed may contain some minor problems for which corrective actions taken by the Contractor were satisfactory
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

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

END OF SPECIAL CONDITIONS

SPECIFICATIONS

ITB # 19-008LPSSGENCONSTR

LOW PRESSURE SYSTEM GENERAL CONSTRUCTION SERVICES

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT TERM CONTRACT

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1.0 GENERAL REQUIREMENTS

1.1 GENERAL

1.1.1 SUMMARY OF WORK

- A. Provide construction services on an as needed basis for low pressure sewer system installations in compliance with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications and this contract.

1.1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work shall consist of furnishing and installing all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water and essential communications, for the performance of all labor, work, or other operations required for the fulfillment of the Contract. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract which may be necessary for the complete and proper construction of the work, and shall be performed, furnished and installed by the Contractor.
- B. Except as specifically noted, the Contractor shall provide and pay for:
 - 1. Pedestrian and vehicular maintenance of traffic plans necessary to obtain or comply with permits from the Town of Jupiter, Village of Tequesta, Town of Juno Beach, Jupiter Inlet Colony, Palm Beach County, Martin County and/or FDOT.
 - 2. Copies of current valid license(s) issued in accordance with the Florida Statutes and/or appropriate local agencies as required by the Contract documents.
 - 3. Labor, materials, tools, construction equipment and machinery.
 - 4. Water and utilities required for construction.
 - 5. Other facilities and services necessary for proper execution and completion of the work.
- C. Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the Loxahatchee River District, Palm Beach County, Martin County, Village of Tequesta, Town of Juno Beach,

Town of Jupiter and/or FDOT.

- D. Until acceptance of the work by the District, all work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the work. The Contractor shall protect, rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the work occasioned by any cause before its completion and acceptance.

1.1.4 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

- A. The Contractor shall be responsible for protecting and restoring all land and property corners, such as section corners, 1/4 section corners, property corners or block control points, and for maintaining all horizontal and vertical control points. All surveying work shall be the responsibility of the Contractor and shall be performed under the supervision of a Florida Registered Land Surveyor. Survey points that will be destroyed during construction shall be properly referenced and replaced at the Contractor's expense with permanent monuments approved by the Engineer.

1.1.5 PRESERVATION OF PROPERTY

- A. 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 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.

1.1.6 PRESERVING WATER QUALITY

- A. The Contractor shall exercise extreme care to minimize degradation of water quality. All necessary provisions shall be taken to insure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed background levels, if required. Adequate silt containment procedures and equipment shall be used to control turbidity at all times at no additional expense to the Owner.
- B. During all pigging/flushing activities when discharge waters will flow into canals, lakes or ponds appropriate silt barriers and turbidity curtains shall be in place. Additionally, no water with a chlorine residual may be discharged into canals, lakes or ponds.

1.1.7 REGULATORY PERMITS AND PERMIT CONDITIONS

- A. Permits for projects that may be constructed under this contract may be required from the following entities having jurisdiction within the project boundaries. If required, the Contractor shall obtain all permits excluding PBC Right of Way Construction and FDEP. The District shall reimburse Contractor application and permit fees issued by the entities having jurisdiction. The Contractor shall be responsible for compliance with the permits.
 1. Town of Jupiter: Engineering/Utilities Permit and Building Permit
 2. Palm Beach County: Right of Way Construction Utility Permit and Building Permit
 3. Village of Tequesta: Building Permit
 4. Martin County: Right of Way Use Permit
 5. Florida Department of Environmental Protection: Wastewater Collection/ Transmission System Permit
 6. Town of Juno Beach: Right of Way and Building Department
 7. Jupiter Inlet Colony
- B. Contractor shall be responsible for permitting and compliance detailed in the following:
 1. Section 3.0 Erosion and Sediment Control
 2. Section 5.0 Dewatering

1.1.8 STORAGE OF MATERIALS

- A. The Contractor shall provide suitable facilities for storage and protection of materials. All equipment and materials intended for use in the work shall be suitably stored by the Contractor to prevent damage.
- B. 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.
- C. Staging of materials along the right of way or easements shall be limited to materials scheduled to be installed within a one week period for time of staging.

1.1.9 STAGING AREA

- A. All construction trailers, material and equipment storage and construction staging areas required by the Contractor shall occur only within public road right-of-ways or easements unless the Contractor has made alternate arrangements for staging areas outside right-of-ways or easements. Alternate arrangements for staging areas shall be at no additional cost to the Owner. The Contractor shall take note that any improvements to a proposed staging area site will be at the Contractors expense. The staging area site will need to be restored to a like or better condition after the project is completed at the Contractors expense.

1.1.10 SALVAGED MATERIAL

- A. Unless otherwise stated or noted on the drawings, all materials salvaged under this contract shall become the property of the Owner. Salvaged materials may not be reused in the Work except upon written approval of the Engineer. All salvaged materials not reused or desired by the Owner shall be removed from the site of the Work or otherwise disposed of by the Contractor in a manner satisfactory to the Engineer.

1.1.11 SUBSTITUTIONS:

- A. Substitutions will not be permitted on any items specified herein or identified on the drawings where two or more manufacturers have been named unless they are followed by the words "or equal". Substitutions will also not be considered on any specified items whenever they are followed by the words "no substitutions".
- B. Submit five copies of request for substitution. Include in request:
 - 1. Complete Data substantiating compliance of proposed substitution with Contract Documents.
 - 2. For Products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature:
 - (1) Product description.
 - (2) Performance and test data.
 - (3) Reference standards.
 - c. Samples.
 - d. Name and address of similar projects on which product was used, and date of installation.
 - 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - 4. Itemized comparison of proposed substitution with product or method specified.
 - 5. Data relating to changes in construction schedule.

6. Relation to separate contracts.
7. Accurate cost data on proposed substitution in comparison with product or method specified. This shall include initial capital and O&M cost comparison.
8. Parts commonality. The Engineer will consider parts commonality and demonstrable performance of the specified unit and the proposed substitution as part of the evaluation.

1.1.12 WATER

- A. The Contractor shall provide and maintain, at his own expense, an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary connections and piping for same, but only at such locations and in such manner as may be approved by the Engineer. All water connection points to the Owner's system shall be equipped with a reduced pressure principle type backflow preventer and meter. The meter and back flow preventer shall be obtained from the Owner and all associated fees paid by the Contractor. Prior to final acceptance, temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Engineer.

1.1.13 ELECTRICITY

- A. All electrical current required by the Contractor shall be furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Engineer. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in accordance with all applicable codes and shall be completely removed by the contractor prior to substantial completion. All power consumed prior to substantial completion shall be paid by the Contractor.

1.1.14 SANITARY FACILITIES

- A. The Contractor shall provide temporary restroom facilities for field crews. Holding tanks will not be allowed unless specifically approved by the Engineer.

1.1.15 WORKING HOURS

- A. All work on this contract shall be conducted during normal working hours (7 A.M. to 4 P.M.) on weekdays. No work will be permitted on weekends and Owner observed holidays, without prior approval from the Owner and Engineer. Requests for approval to work outside normal working hours and weekends must be submitted in writing seven (7) days prior to scheduled construction. In instances where work outside normal working hours must be approved by the local municipality, the Contractor shall be responsible to obtain this approval.

1.1.16 ASSEMBLIES OR UNITS

- A. Where the Contractor is required to furnish and install an assembly or unit, the Contractor shall furnish all component parts as required by the manufacturer of the unit.

1.1.17 ACCESS TO THE WORK SITE

- A. The Contractor may use only the access designated by the Owner for access to the work locations such as easements or public right of ways. The Contractor shall be responsible for maintaining, protecting and restoring the routes to the satisfaction of the Owner and Engineer.

1.1.18 SECURITY

- A. The Contractor shall be fully responsible for the safety and security of the work and site.

1.1.19 FAMILIARITY WITH LAWS

- A. The Contractor is assumed to be in compliance with and familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may in any manner affect the work. Failure to familiarize themselves with applicable laws, etc., shall in no way relieve the Contractor from responsibility.

1.1.20 SCHEDULE

- A. The Contractor shall be required to prepare a project schedule and submit one (1) electronic copy to the Engineer, prior to the start of construction for each specific project.

1.1.21 PRECONSTRUCTION MEETINGS

- A. The Contractor shall be required to attend a preconstruction meeting for each specific project.

1.1.22 STANDARDS

- A. All work performed on this project shall be in accordance with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications and other applicable standards. All conditions, as set forth in all the permits shall be satisfied and adhered to by the Contractor.

1.1.23 SPECIAL CONSIDERATIONS:

- A. Noise: The Contractor is advised that construction will be in close proximity to residential areas. All equipment shall be provided with minimum critical grade silencers and sound attenuating enclosures if required to meet noise pollution regulations.
- B. District/County/Town/State Standards: All work on this project shall be in accordance with District/County/Town/State Standards. Where the Standards conflict, District Standards shall control.
- C. Project Inspection: The Engineer will be inspecting the work on a non-full time basis. The Contractor shall provide appropriate notice of need for inspections and allow time for scheduling. No work shall be covered up, nor test results accepted unless witnessed by the Engineer or his representative. Inspections by the Engineer shall not be performed in lieu of other inspections required by County, Town, State or Federal requirements.

1.1.24 VIDEO TAPING

- A. The Contractor shall, in the presence of, and to the satisfaction of, the Engineer, video all areas of construction. The video is required to be submitted one week prior to mobilization for each specific project.

1.1.25 DISPOSAL OF UNSUITABLE EXCAVATED MATERIALS AND DEBRIS

- A. All unsuitable excavated material and debris not required for backfill (unless otherwise noted), broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by the Contractor at an appropriate legal site.

1.1.26 DISPOSAL OF EXCESS MATERIAL SUITABLE FOR REUSE

- A. All excess material suitable for reuse shall be retained by the District and delivered by the Contractor to the District's WWTF at 2500 Jupiter Park Drive, Jupiter, FL 33458.

1.1.27 EQUIPMENT

- A. All construction equipment necessary and required for the proper construction of this project shall be on the construction site, in first-class working condition, and shall have been approved by the Engineer before construction is permitted to start. The Contractor shall provide such tamping tools and equipment as necessary for the proper compaction of the backfill.

1.1.28 HOUSEKEEPING

- A. The Contractor shall perform clean-up of the construction areas on a daily basis to the satisfaction of the Engineer.

1.1.29 EXISTING IRRIGATION

- A. Existing irrigation will not be shown on the plans. The Contractor is specifically advised that many of the anticipated project areas are irrigated. Repair and or replacement of irrigation systems will be at no additional cost to the Owner.

1.1.30 SUBSURFACE EXPLORATIONS AND REPORTS

- A. When deemed necessary by the Engineer geotechnical reports for the project areas will be provided for the Contractor's use.

1.1.31 COORDINATION WITH OWNER FOR CONNECTION TO EXISTING FACILITIES

- A. Contractor shall notify Owner in writing a minimum of 72 hours in advance (excluding weekends and Owner observed holidays) of scheduled tie-ins. This notification is to allow Owner adequate time to accommodate the Contractor's request. Failure of the Contractor to provide adequate notification will result in the rescheduling of the tie-in.

1.1.32 RESTORATION

- A. The Contractor shall remove all temporary structures and equipment used in his operation when no longer needed for the project and proceed immediately with restoration.

1.1.33 PUBLIC SAFETY AND CONVENIENCE

- A. 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 residences 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.

1.1.34 SAFETY AND OSHA COMPLIANCE

- A. 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.
- B. The Contractor shall conform to the State of Florida Trench Safety Act, 1990 House Bill 3181, requirements.
- C. The Contractor shall comply in all respects with the applicable Workman's Compensation Law.
- D. The Contractor shall be responsible for his own safety program.

1.1.35 Record Drawings

- A. The Contractor shall mark on one complete set of 24" x 36" construction drawings with all field information. Mark-ups shall be marked in red and clearly and neatly show all record information relevant to the project. The redlined plans shall be marked "RECORD DRAWINGS" and bear the contractor's name, address, date and signature certifying the following statement.

"I hereby certify that the redlined record information provided herein accurately represents the installation and that all requirements and conditions indicated on the construction drawings and governing permits have been complied with."

- B. Record drawings shall show the following field information:
 - 1. Show pipe material used.
 - 2. Show location of tees, crosses, bends, terminal end flushing ports, inline flushing ports, valves, service taps, air release valves, etc., by distances from known above ground reference points such as distances from intersections with left or right offsets from center-line of road.
 - 3. Show depth below grade of pipe at all fittings, conflicts and every 100' of direct buried pipe length.

4. Directional Bore: Show horizontal location depth below grade of directional bore installations every 25-feet along the bore installation including over open water.
 5. Show location of all casing pipes, horizontal and depth below grade.
 6. Show all variations in required cover over pipe.
 7. Separation between all potable water, reclaimed water, storm sewers, gravity sewers, service laterals (potable water and sewer), force mains, electric, cable, phone and gas at all conflicts whether shown on the original plans or not.
- C. The project shall not be considered substantially complete until approval to place the facilities in service by the Florida Department of Environmental Protection has been granted. The contractor is specifically cautioned that this will require certification of the project to the FDEP by the Engineer. Approved record drawings must be submitted prior to this certification being granted.

1.1.36 SHUTDOWNS AND BYPASS

- A. The Contractor shall coordinate shutdowns and bypasses with the District for performance of the work. Shutdowns and bypasses shall be performed by the District; however, the Contractor may be required to install connection points to the system or plug mains to facilitate shutdowns or bypasses.
- B. Shutdown and bypass schedules shall be agreed upon prior to implementation with every effort being made to minimize the time lengths of each.
- B. A shutdown or bypass shall not be scheduled until all materials and equipment are onsite and pre-assemblies complete.

2.0 TRAFFIC REGULATION

2.1 GENERAL

2.1.1 DESCRIPTION

- A. The work to be performed under this section shall include furnishing all maintenance of traffic plans, all materials and labor necessary to receive approval and to regulate vehicular/pedestrian traffic in accordance with the requirements set forth herein and those required by FDOT, Palm Beach County, Martin County, Village of Tequesta, Jupiter Inlet Colony, Town of Juno Beach and/or the Town of Jupiter.

2.1.2 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

- A. The work performed under this contract shall be in strict accordance with the following codes and standards:
 1. Local, county and municipal codes.
 2. Florida Department of Transportation specifications.
 3. State and U.S. Government requirements.

2.2 PRODUCTS (not applicable)

2.3 EXECUTION

2.3.1 TRAFFIC AND VEHICULAR ACCESS

- A. Emergency Vehicles: The Contractor shall notify, in writing, the Engineer, the police, fire and other emergency

departments and agencies when and where work is to be accomplished which will affect their operations. The notification shall be supplied at least two days, but not more than ten days, prior to the start of such work.

- B. Major Roads and Streets: No major roads or streets shall be blocked to traffic, without adequate detour facilities, for a period of more than 30 minutes, or as directed by the governing authority. All named roads impacted by this project are considered to be major roads unless otherwise agreed to by the Engineer.
- C. Commercial Properties: Access to commercial property shall not be blocked for a period of more than 30 minutes during the time such properties are open for business.
- D. Residential Property: Access to residential property shall not be blocked for a period of more than 8 hours with prior notification.
- E. Arterial Streets/Parking Areas: The Contractor shall make every attempt to maintain streets and parking areas within the project area accessible to the residents. Notification shall be given to the Engineer and affected residences a minimum of three (3) days prior to the start of work.

2.3.2 CONSTRUCTION IN OTHER THAN STATE HIGHWAY RIGHT-OF-WAY

- A. Construction within other than state highway right-of-way shall be made in full compliance with all requirements of the Florida Department of Transportation and to the satisfaction of the local governing bodies. All necessary barricades, detours, lights and other protective measures shall be provided for the protection of both pedestrian and vehicular traffic.

2.3.3 SUBMITTALS AND COORDINATION

- A. The Contractor shall provide plans/sketches and background information required to obtain approval for all maintenance of traffic regulation. The Contractor shall coordinate all traffic regulation with the appropriate governmental/regulatory agencies.

3.0 EROSION & SEDIMENT CONTROL

3.1 GENERAL

3.1.1 DESCRIPTION

- A. This section includes all Contractor provided labor, systems, materials, etc. to provide permitting and complete site erosion control in conformance with these specifications as well as all applicable local, State and Federal regulations in sufficient detail to control the spread of wind and water borne materials that would be detrimental to adjoining public or private property, the site, and improvements on the project. These measures shall include the Contractor's construction and maintenance of temporary erosion control features as shown in the plans or as may be directed by the Engineer.

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- B. The "Operator" as referred to herein or in any regulatory documents or permits shall mean the Contractor.

3.1.2 REFERENCE STANDARDS

- A. FDOT Standard Specifications, Latest Edition.
- B. Rule 62-621.300 (4), F.A.C. and the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities", FDEP Document 62-621.300(4) (a).

3.1.3 SUBMITTALS

- A. If required, prior to the pre-construction meeting, the Contractor shall obtain, prepare and submit the FDEP Form 62-621.300 (4) (b), "Notice of Intent (NOI) to use a Generic Permit for Stormwater Discharge from Large and Small Construction Activities". The type of project or activity that qualifies for use of the Generic Permit,

the conditions of the permit, and additional requirements to request coverage are specified in the Generic Permit document (FDEP Documents 62-621.300 (4) (a). The appropriate Generic Permit fee, as specified in Rule 62-4.050 (4) (d), F.A.C., shall be submitted with the NOI in order to obtain permit coverage. Submit a copy of the NOI and confirmation of receipt of the NOI and fee from the NPDES Stormwater Notices Center prior to the pre-construction meeting.

- B. If required, the Contractor shall develop and submit to the Engineer a detailed "Erosion and Sediment Control Plan" and "Stormwater Pollution Prevention Plan" (SWPPP) for review. Included shall be plan(s) of the site locating all siltation skirts, hay bales, turbidity curtains, and other features required to control erosion, sediment, water and air pollution, on and off the site. The plan shall be sequenced to show changes during the life of the project; shall be coordinated with on-site stockpiling of fill and top soil; and shall be directly coordinated with the construction sequence for stormwater improvements. The SWPPP shall comply with Generic Permit for Stormwater Discharge from Large and Small Construction Activities, FDEP Document 62-621.300(4)(a).
- C. The plan(s) shall include catalog cuts of all materials provided in support of the plan. The "Erosion and Sediment Control Plan" and SWPPP shall be submitted at or before the preconstruction conferences.
- D. At the conclusion of construction and prior to final acceptance by the Engineer, the Contractor shall complete and submit the FDEP Form 62-621.300(6), "Notice of Termination (NOT) of Generic Permit Coverage" in accordance with the instructions contained therein. Submit a copy of the NOT and confirmation of receipt of the NOT from the NPDES Stormwater Notices Center prior to final acceptance by the Engineer.

3.1.4 PERMANENT EROSION CONTROL

- A. This section is not intended to address the permanent Contractor installed erosion control features such as grassing, sodding, grading, and the installation of drainage structures. It applies only to the temporary efforts required of the Contractor during the full construction process. The Contractor shall incorporate the permanent erosion control features into the project as soon as possible.

3.2 PRODUCTS

3.2.1 SILTATION FENCES

- A. The siltation fences shall be geotechnical woven or non-woven fabric conforming to the applicable application requirements of Section 985 of the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction". The type and size of posts and wire mesh reinforcement will be at the option of the Contractor and applicable to the installation conditions.

3.2.2 EROSION CONTROL MATTING

- A. Erosion control matting shall be woven, biodegradable geotechnical fabric. It shall be used to temporarily stabilize channels or steep slopes until vegetation is established. This type selected shall be comparable to the grass cover applied for the particular installation. The material shall be stapled in place at 18 inches on center with a minimum matting lap of 4 inches.

3.2.3 HAY OR STRAW BALES

- A. Hay and straw bales shall be individual bales each entrenched 4" into the soil. The bales shall be clean, fresh hay or straw. Bales shall be replaced when they become clogged with silt, deteriorate, or after a period of 3 weeks, whichever occurs first. The particular application may require that bales be staked into the ground with rebar.

3.2.4 TURBIDITY CURTAINS

- A. Turbidity curtains shall be floating of sufficient depth to reach within 1.0 feet of the bottom of the receiving water. They shall be similar to the types manufactured by the American Boom and Barrier Corp. They shall be yellow or international orange in color. The material shall be 45 mils thick (18 to 22 oz/sq. yd) and fully sewn or vulcanized seamed to provide flexible and buoyant units. The top floatation shall maintain a 3" freeboard above the water surface.

3.3 EXECUTION

3.3.1 GENERAL

- A. The Contractor shall install and maintain, for the full period of the construction, all necessary temporary erosion control features. These features shall be coordinated with all applicable construction features to assure the continuous and effective control of erosion and degradation of surface water quality on and adjoining the site. In the event of unforeseen conditions, the Owner's Representative may require the use of control features of methods other than those indicated or proposed by the Contractor.
- B. The Contractor shall perform all clearing and grubbing operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposed, uncompleted construction shall be kept as short as practicable.

3.3.2 EARTHWORK PROCESS

- A. The Owner's Representative may limit the area of unprotected erodible earth exposed by clearing, grubbing, excavation, backfilling, or stockpiling operations and may direct the Contractor to provide immediate temporary erosion or pollution control measures to prevent erosion, degradation or receiving water, or wind blown transfer of materials. As a result, the Contractor's efforts shall be in keeping with his capability to grade, grass, and install the permanent erosion control measures.
- B. If unforeseen erosion problems arise as a result of the design, weather conditions, or the Contractor's operations, the Contractor shall be required to implement acceptable temporary erosion control features during construction when the Owner's Representative so directs.

3.3.3 TEMPORARY EROSION CONTROL

- A. General: Temporary erosion and water pollution control features shall consist of, but not be limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity curtain, and silt staked fence. The Contractor may find design details for some of these items in the Water Quality Section of the applicable edition of the Florida Department of Transportation "Department's Roadway and Traffic Design Standards." The Owner's Representative may direct use of temporary erosion control features or methods other than those indicated herein. Any such advice given the Contractor by the Owner's Representative shall not relieve the Contractor from fully preventing erosion.
- B. Temporary Grassing: The Contractor may provide temporary sod or seeding and mulching to provide temporary erosion control in areas where applicable or where site conditions warrant. The Contractor shall obtain the approval of the Owner's Representative for the use of all forms of temporary grassing. Where temporary grassing is provided, the final condition of the grass may warrant its removal and degrassing at no additional cost the Owner.
- C. Temporary Mulch: This work shall consist of furnishing and applying a 2" to 4" thick blanket of straw or hay mulch into the top 2" of the soil in order to temporarily control erosion. Only undecayed straw or hay, which can readily be cut into the soil, shall be used. Other measures for temporary erosion control such as hydro mulching, chemical adhesive soil stabilizers, etc. may be substituted for mulching with straw or hay if approved by the Owner's Representative. When permanent grassing operations begin, temporary mulch materials shall be plowed under in conjunction with preparation of the ground.
- D. Sandbagging: This work shall consist of furnishing and placing sandbags in configurations so as to control erosion and siltation.
- E. Slope Drains: This work shall consist of constructing slope drains, utilizing pipe, fiber mats, rubble, cement concrete, asphaltic concrete plastic sheeting, or other acceptable materials, or as may be approved as suitable to adequately perform the intended function.
- F. Temporary Sediment Basins: Temporary sediment basins, if necessary, shall be constructed to adequately perform the intended function. Sediment basins shall be cleaned out as necessary to maintain flow function or as directed.

4.0 LINE STOPS AND WET TAPS

4.1 GENERAL

4.1.1 DESCRIPTION

- A. Portions of the work may require installation of wet taps or the use of line stops.
- B. This section includes materials, performance and installation standards, and Contractor responsibilities associated with the furnishing of all labor, materials, equipment and incidentals required to install wet taps and line stops.

4.1.3 EXPERIENCE

- A. The Contractor or his Subcontractor must demonstrate expertise in installation of wet taps and line stops by providing documentation showing that they have been in business, installing wet taps and line stops for a minimum of 5 years.

4.1.5 SUBMITTALS

- A. Submit technical data on all materials used in the installation of wet taps and lines stops including but not limited to tapping saddle, gasket, valve and line stop completion plug.

4.2 PRODUCTS

A. Tapping Saddle

1. All tapping saddles shall meet all requirement of the latest revision of AWWAC223.
2. All tapping saddles shall be fabricated from 304 SS
3. Flanged connections shall be class 150 ANSI B16.5 and comply with MSS SP-60.
4. All hardware shall be 316 SS.
5. All gaskets shall be black neoprene suitable for wastewater service and required pressure rating.

B. Valves

1. Valves shall comply with the District's Manual of Minimum Construction Standards and Technical specifications.

5.0 DEWATERING

5.1 GENERAL

5.1.1 DESCRIPTION

- A. The Work to be performed under this section shall include furnishing all equipment and labor necessary to remove storm or subsurface waters from excavation areas in accordance with the requirements set forth and as shown on the drawings.

5.1.2 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

- A. The dewatering of any excavation area and the disposal of the water shall be in strict accordance with the latest revision of all local and state government rules and regulations and Section 3.0 Erosion and Sediment Control.

5.2 - PRODUCTS

5.2.1 SUBMITTALS

- A. If required, the Contractor shall obtain a Dewatering Permit in compliance with Section 2.5 of the SFWMD Basis of Review for Water Use. A copy of the application and permit shall be provided to the Engineer.

5.3 EXECUTION

5.3.1 DEWATERING

- A. The Contractor shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavation. If subsurface water is encountered, the Contractor shall utilize suitable equipment to adequately dewater the excavation so that it will be dry for work and pipe laying. A wellpoint system or other Engineer approved dewatering method shall be utilized if necessary to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying. Dewatering by trench pumping will not be permitted if migration of fine grained natural material from bottom, side walls or bedding material will occur. No facilities shall be constructed under wet conditions. Dewatering shall cease in a manner to allow the subsurface water to slowly return to normal levels. Any voids left after the removal of the dewatering system shall be fully grouted.

The Contractor is specifically advised that groundwater elevations within the project areas are known to be variable to a significant degree. The Contractor needs to consider this in preparing their bid and anticipate the need for dewatering accordingly.

5.3.2 DISPOSAL

- A. Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or other suitable disposal points. **The Contractor is responsible for obtaining and complying with all permits to de-water the construction area and discharge the de-watered waters offsite if necessary.** The Contractor shall protect waterways, storm sewers or other disposal facilities from turbidity, silt, debris or other material that may impair the quality or function of the facility during the dewatering operation. The Contractor's plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with critical grade mufflers.

6.0 GRASSING AND LANDSCAPING

6.1 GENERAL

6.1.1 DESCRIPTION

- A. The Contractor shall furnish all materials and labor necessary for construction. It is the intent of this specification that all damaged areas be replaced in kind. The Engineer will determine where sod or seed/mulch is to be used in questionable areas. The Contractor shall physically inspect all areas with the Engineer prior to the placement of sod or seed/mulch to determine the limits of grassing.

6.1.2 STORAGE OF MATERIALS

- A. The Contractor shall provide space for storage of sod prior to placement in a manner that will not endanger or restrict pedestrian or vehicular traffic.

6.2 PRODUCTS

6.2.1 SOD, SEED and MULCHING:

- A. Sodding shall be in accordance with section 575-1 through 575-2 of the Florida Department of Transportation (FDOT) Specifications. Sod in all areas shall be Bahia or Floratam as directed by the Engineer.

- B. Seeding shall be in accordance with Section 570-1 thru 570-3 of the FDOT specification.

6.3 EXECUTION

6.3.1 SOD, SEED, MULCH:

- A. All areas to be grassed shall be box bladed for leveling to the satisfaction of the Engineer before the grassing operation commences. Hand tool leveling shall be performed in areas adjacent to structures. Final grades shall slope away from structures.
- B. Sodding shall be in accordance with Section 575-3 of the FDOT specifications. In addition, all sod placed on slopes 1:3 or greater shall be pegged.
- C. Seeding shall be in accordance with Section 570-4 thru 570-5 of the FDOT specification.
- D. Mulching shall be in accordance with Section 575-3 of the FDOT specification.
- E. Sod shall be placed on finished grades such that water will flow from paved areas to unpaved areas unobstructed.

6.3.2 AREAS

- A. Prior to sod or seed and mulch placement the Contractor and Engineer shall meet in the field and verify areas to be sodded or seeded and mulched.

6.3.3 MAINTENANCE

- A. Seeding/mulching/sod maintenance shall be in accordance with the FDOT specifications.

6.3.4 IRRIGATION

- A. It shall be the Contractor's responsibility to supply sufficient irrigation water to develop a growing stand of grass.

6.3.5 COMPLETION

- A. The grassing operation shall not be considered complete until a good stand of grass has been developed and the first mowing completed.

6.3.6 DAMAGED TREES/SHRUBBERY

- A. All trees and/or shrubbery (landscaping) damaged or disturbed during construction shall be replaced with like size and type by the Contractor at his expense as directed by the Engineer.

The indiscriminate cutting of trees or disfiguring of any feature of scenic value shall not be permitted. This includes other methods such as the use of herbicides. All debris shall be removed by the Contractor at his expense.

7.0 OTHER STANDARDS AND SPECIFICATIONS

7.1 GENERAL

7.1.1 The Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications

- A. All work shall comply with the Loxahatchee River Environmental Control District Manual of Minimum

Construction Standards and Technical Specifications. Electronic versions are available on the District's website at the following address, http://www.loxahatcheeriver.org/design_standards.php .

7.1.2 Martin County

- A. All work within Martin County right-of-way shall comply with the Martin County Standard Details for Road and Site Construction and Public Facilities. Electronic versions are available on the County's website at the following address, http://www.martin.fl.us/web_docs/eng/web/roadway_design/2013_05_14_REVISED_STANDARDS.pdf

7.1.3 Palm Beach County

- A. All work within Palm Beach County right-of-way shall comply with Palm Beach County Design Standards. Electronic versions are available on the County's website at the following address, <http://www.pbcgov.com/engineering/landdevelopment/designstandardsmanual/>

7.1.4 Village of Tequesta

- A. All work within the Village of Tequesta shall comply with Village standards and requirements.

7.1.5 Town of Jupiter

- A. All work within the Town of Jupiter shall comply with the Town of Jupiter Engineering Standard Details. Electronic versions are available on the Town's website at the following address, <http://www.jupiter.fl.us/index.aspx?NID=620>

7.1.6 Florida Department of Transportation

- A. All work within Florida Department of Transportation right-of-way shall comply with Florida Department of Transportation standards and specifications. Electronic versions are available on the FDOT's website at the following addresses, <http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm> and <http://www.dot.state.fl.us/specificationsoffice/Implemented/SpecBooks/2014/Files/2014eBook.pdf>

7.1.7 Florida Department of Environmental Protection

- A. All work shall comply with Florida Department of Environmental Protection, Florida Administrative Code, Chapter 62.

7.1.8 South Florida Water Management District

- A. All work shall comply with South Florida Water Management District Basis of Review for Water Use.

7.1.9 Town of Juno Beach

- A. All work within the Town of Juno Beach shall comply with Town standards and requirements.

8.0 Measurement and Payment

8.1 GENERAL

8.1.1 Measurement and payment will be based upon Work completed and accepted in accordance with the Contract Documents. No separate payment will be made for excavation, trenching, backfilling, leakage tests, surveying, density tests or other incidental items of Work not shown in the Agreement.

8.1.2 EQUIPMENT AND MATERIALS IN STORAGE: Partial payment for materials and equipment in proper storage at the site of the Work will be made for those items for which the Contractor has submitted the following:

- A. Invoice for each item in storage. The invoice shall not exceed the value of the item stored as determined

by the amount paid to the manufacturer (subcontractor fabrication costs excluded).

- B. List of items in storage.
- C. With the following pay estimate, a release of lien for 90% of each item listed as stored materials for the previous pay estimate shall be provided. Any item for which a 90% release of lien is not supplied shall be considered as having been removed from the site.

No payment for any offsite storage of material will be made. Any payment for stored material shall not include labor or profit by the Contractor or any sub-contractor. The Contractor is specifically advised that this procedure may require full payment for some stored materials or shop work significantly ahead of the time when payment is issued by the Owner.

8.1.3 MEASUREMENT

- A. Payment shall be made at the unit prices as listed in the Low Pressure Sewer System General Construction Services Unit Price Bid Sheet based on measure quantities as described below.

1. Directional Drill up to 3"LP Force Main

- a. First 10 LF: Lump sum price for installation of up to 3" DR-11 HDPE low pressure force main via directional bore for the first 10 LF per project. Lump sum price shall include but not be limited to all mobilization/demobilization costs, general conditions, permit compliance, labor, equipment and materials including HDPE pipe, fittings, adapters, 316 SS stiffeners, connections to direct bury mains, erosion and sediment control (NPDES Permit Compliance), pressure testing, bore logs and as-built survey to provide a complete functional installation as shown on the plans.
- b. Each Additional Foot: Price per linear foot for installation of up to 3" DR-11 HDPE low pressure force main via directional bore for each additional LF beyond the first 10 LF. The price per LF shall include but not be limited to all labor, equipment and materials including HDPE pipe, fittings, adapters, 316 SS stiffeners, connections to none HDPE force mains, pressure testing, bore logs and as-built survey to provide a complete functional installation as shown on the plans.

2. Direct Bury up to 3" LP Force Main Less Than or Equal to 48" Depth

- a. First 10 LF: Lump sum price for installation of up to 3" SCH 40 PVC low pressure force main via direct bury up to 48 inches deep for the first 10 LF per project. Lump sum price shall include but not be limited to all mobilization/demobilization costs, general conditions, permit compliance, labor, equipment and materials including clearing and grubbing, erosions and sediment control (NPDES Permit Compliance), excavation, pipe, fittings, adapters, backfill, compaction, magnetic markers, rough grading, coordination with District's selected geotechnical lab, finish grading, pressure testing and as-built survey to provide a complete functional installation as shown on the plans.
- b. Each Additional Foot: Price per LF for installation of up to 3" SCH 40 PVC low pressure force main via direct bury up to 48 inches deep for each additional LF beyond the first 10 LF per project. The price per LF shall include but not be limited to all labor, equipment and materials including clearing and grubbing, excavation, pipe, fittings, adapters, backfill, compaction, magnetic markers, rough grading, coordination with District's selected geotechnical lab, finish grading, pressure testing and as-built survey to provide a complete functional installation as shown on the plans.

3. Direct Bury up to 3" LP Force Main Greater Than 48" Deep
 - a. First 10 LF: Lump sum price for installation of up to 3" SCH 40 PVC low pressure force main via direct bury greater than 48 inches deep for the first 10 LF per project per project. Lump sum price shall include but not be limited to all mobilization/demobilization costs, general conditions, permit compliance, labor, equipment and materials including clearing and grubbing, erosion and sediment control (NPDES Permit Compliance), excavation, pipe, fittings, adapters, backfill, compaction, magnetic markers, rough grading, coordination with District's selected geotechnical lab, finish grading, pressure testing and as-built survey to provide a complete functional installation as shown on the plans.
 - b. Each Additional Foot: Price per LF for installation of up to 3" SCH 40 PVC low pressure force main via direct bury greater than 48 inches deep for each additional LF beyond the first 10 LF per project. The price per LF shall include but not be limited to all labor, equipment and materials including clearing and grubbing, excavation, pipe, fittings, adapters, backfill, compaction, magnetic markers, rough grading, coordination with District's selected geotechnical lab, finish grading, pressure testing and as-built survey to provide a complete functional installation as shown on the plans.

4. Pneumatic Mole up to 3" LP Force Main
 - a. First 10 LF: Lump sum price for installation of up to 3" SCH 40 PVC low pressure force main via pneumatic mole for the first 10 LF per project. Lump sum price shall include but not be limited to mobilization/demobilization costs, general conditions, permit compliance, labor, equipment and materials including pipe, fittings, adapters, connections to direct bury mains, pressure testing and as-built survey to provide a complete functional installation as shown on the plans.
 - b. Each Additional Foot: Price per LF for installation of up to 3" SCH 40 PVC low pressure force main via pneumatic mole for each additional LF beyond the first 10 LF per project. The price per LF shall include but not be limited to all labor, equipment and materials including pipe, fittings, adapters, pressure testing and as-built survey to provide a complete functional installation as shown on the plans.

5. Core Existing Shallow Manhole and Install up to 3" LP Force Main: Lump Sum Price to core and install 1-1/2" through 3" SCH 40 PVC into an existing shallow manhole per District Standard Detail LP-27 and as shown on the construction plans. Lump Sum Price shall include but not be limited to all labor, equipment and materials for a complete installation as shown.

6. Core Existing Deep Manhole and Install up to 3" LP Force Main: Lump Sum Price to core and install 1-1/2" through 3" SCH 40 PVC into an existing shallow manhole per District Standard Detail LP-28 and as shown on the construction plans. Lump Sum Price shall include but not be limited to all labor, equipment and materials for a complete installation as shown.

7. Connect up to 2-1/2" LP Force Main to Existing 4"-12" Force Main Less Than or Equal to 48" Depth: Lump Sum Price to connect up to 2-1/2" low pressure main to an existing force main up to 48 inches deep per District Standard Detail LP-30 and as shown on the construction plans. Lump Sum Price shall include but not be limited to all labor equipment and materials for a complete installation as shown.

8. Additional Added to Item 7 for Greater Than 48" Depth: Lump Sum Price added to Item 7 to connect up to 2-1/2" low pressure main to an existing force main greater than 48 inches deep per District Standard Detail LP-30 and as shown on the construction plans.
9. Additional Added to Item 7 for Connection of 3" LP Force Mains: Lump Sum Price added to Item 7 to connect 3" low pressure main to an existing force main per District Standard Detail LP-30 and as shown on the construction plans.
10. Single Service
 - a. Short : Lump Sum Price to furnish and install all labor, equipment and materials for a single service per District Standard Detail LP-22 (except all components shall be 2") and as shown on the construction plans when the LP Force Main and Service Box share the same side of the right-of-way or no road crossing is required.
 - b. Long: Lump Sum Price to furnish and install all labor, equipment and materials for a single service per District Standard Detail LP-22 (except all components shall be 2") and as shown on the construction plans when the LP Force Main and Service Box do not share the same side of the right-of-way or a road crossing is required.
11. 2" Single Service
 - a. Short : Lump Sum Price to furnish and install all labor, equipment and materials for a single service per District Standard Detail LP-22 and as shown on the construction plans when the LP Force Main and Service Box share the same side of the right-of-way or no road crossing is required.
 - b. Long: Lump Sum Price to furnish and install all labor, equipment and materials for a single service per District Standard Detail LP-22 and as shown on the construction plans when the LP Force Main and Service Box do not share the same side of the right-of-way or a road crossing is required.
12. Double Service
 - a. Short : Lump Sum Price to furnish and install all labor, equipment and materials for a single service per District Standard Detail LP-23 and as shown on the construction plans when the LP Force Main and Service Box share the same side of the right-of-way or no road crossing is required.
 - b. Long: Lump Sum Price to furnish and install all labor, equipment and materials for a single service per District Standard Detail LP-23 and as shown on the construction plans when the LP Force Main and Service Box do not share the same side of the right-of-way or a road crossing is required
13. Connect New Service to an Existing Low Pressure Force Main: Lump sum price to furnish and install all labor, equipment and materials to connection a new low pressure force main service to an existing low pressure force main. Price shall include pvc glue joint fittings and pipe or brass pack joint fittings and pipe.
14. Terminal End Flushing Port: Lump Sum Price to furnish and install all labor, equipment and materials for a Terminal End Flushing Port per District Standard Detail LP-24 and as shown on the construction plans.
15. In-line Flushing Port: Lump Sum Price to furnish and install all labor, equipment and materials for a In-line Flushing Port per District Standard Detail LP-25 and as shown on the construction plans.
16. Air/Vacuum Valve: Lump Sum Price to furnish and install all labor, equipment and materials for an Air/Vacuum Valve per District Standard Detail LP-26 and as shown on the construction plans.

17. Isolation Valve: Lump Sum Price to furnish and install all labor, equipment and materials for an Isolation Valve per District Standard Detail LP-29 and as shown on the construction plans.
18. Sod/Seed and Mulch
 - a. Sod: Unit price per SY to furnish and install all labor, equipment and materials for sod (Bahia or St. Augustine) as shown on the construction plans in conformance with FDOT Section 570.
 - b. Seeding: Unit price per SY to furnish and install all labor, equipment and materials for seeding as shown on the construction plans in conformance with FDOT Section 570.
19. Open Cut Road Repair: Unit price per SY to furnish and install all labor, equipment and materials for open cut road repair as required by District Standards, Town of Jupiter, Palm Beach County, Martin County, Town of Juno Beach or Village of Tequesta as applicable. Payment shall include but not be limited to demolition and disposal of existing asphalt, excavation, backfill of subgrade and base, compaction of subgrade and base, sawcutting of edges, placement of asphalt, pavement markings, RPMs and coordination with geotechnical for testing (actual testing costs paid by the District).
20. Mill and Overlay: Mill and overlay with 1" S-3 or SP-9.5 asphalt as required by District Standards, Town of Jupiter, Palm Beach County, Martin County, Town of Juno Beach or Village of Tequesta as applicable. Price includes pavement markings and RPM's.
21. Concrete Sidewalk Restoration: Unit price per SY to furnish and install all labor, equipment and materials for concrete sidewalk repair as required by District Standards, Town of Jupiter, Palm Beach County, Martin County, Town of Juno Beach or Village of Tequesta as applicable. Payment shall include but not be limited to demolition and disposal of existing concrete, saw cutting edges, new concrete, forms, reinforcing, excavation, backfill, compaction and coordination with geotechnical for testing (actual testing costs paid by the District).
22. Asphalt Sidewalk Restoration: Unit price per SY to furnish and install all labor, equipment and materials for asphalt sidewalk repair as required by District Standards, Town of Jupiter, Palm Beach County, Martin County, Town of Juno Beach or Village of Tequesta as applicable. Payment shall include but not be limited to demolition and disposal of existing asphalt, sawcutting edges, new asphalt, excavation, backfill, compaction and coordination with geotechnical for testing (actual testing costs paid by the District).
23. Concrete Driveway Restoration: Unit price per SY to furnish and install all labor, equipment and materials for concrete driveway repair as required by District Standards, Town of Jupiter, Palm Beach County, Martin County, Town of Juno Beach or Village of Tequesta as applicable. Payment shall include but not be limited to demolition and disposal of existing concrete, saw cutting edges, new concrete, forms, reinforcing, excavation, backfill, compaction, subgrade, base, finishing (to match existing, excluding custom concrete stamps) and coordination with geotechnical for testing (actual testing costs paid by the District).
24. Dewatering w/Wellpoints
 - a. First Day: Lump sum price to furnish and install all labor, equipment and materials for a complete dewatering system. Lump sum price shall include all costs specific to mobilizing and demobilizing dewatering labor, equipment and materials to the project site, permit compliance, installation, operation and maintenance and removal after no longer in use, abandonment of well points via grouting or other acceptable means to the Engineer and any other incidentals not specifically covered elsewhere for dewatering equipment and materials to provide a dry trench for pipe installation.
 - b. Each Additional Day: Unit price per day pas the first day to furnish and install all labor, equipment and materials for a complete dewatering system. Lump sum price shall include all

costs specific to permit compliance, operation and maintenance and removal after no longer in use, abandonment of well points via grouting or other acceptable means to the Engineer and any other incidentals not specifically covered elsewhere for dewatering equipment and materials to provide a dry trench for pipe installation.

25. 6" SCH40 Casing by Direct Bury: Price per linear foot for installation of up to and including 6" SCH 40 PVC casing via direct bury up to 48 inches deep as shown on the construction plans including but not limited all labor, equipment and materials including clearing and grubbing, excavation, pipe, fittings, adapters, backfill, compaction, magnetic markers, rough grading, coordination with District's selected geotechnical lab, finish grading and record drawings to provide a complete functional installation as shown on the plans.

26. 6" SCH40 Casing by Pneumatic Mole: Price per linear foot for installation of up to and including 6" SCH 40 PVC casing via pneumatic mole as shown on the construction plans including but not limited all labor, equipment and materials including clearing and grubbing, excavation, pipe, fittings, adapters, backfill, compaction, magnetic markers, rough grading, coordination with District's selected geotechnical lab, finish grading and record drawings to provide a complete functional installation as shown on the plans.

8.1.4 PAYMENT: Payment will be made at the lump sum or unit price for each item shown in the Unit Bid Price Schedule, stored and/or installed and accepted, which price and payment shall constitute full compensation for furnishing all materials and performing all Work in connection therewith and incidental thereto. The following schedule shall be adhered to:

- A. Last Day of the Month – Cut-off date, confirm quantities with inspector.
- B. 5th of the Month - Pay estimate to the Engineer
- C. 10th of the Month - Pay estimate to the Owner.
- D. 20th of the Month - Payment by the Owner

When the cut-off date occurs on a holiday or weekend, the date shall be the last work day preceding the end of the month.

8.1.5 PAY ESTIMATE FORMS: The Engineer will supply a pay estimate form for the Contractor to use for submittal. The Contractor shall make copies to be used for submittal of the pay estimates. Failure of the Contractor to sign the pay estimate or attach appropriate documentation shall be grounds for returning the pay estimate with no action by the Owner or Engineer.

8.1.6 QUANTITIES: The Contractor is specifically advised that quantities listed in the Unit Price Bid Sheet are estimates. Actual installed quantities may vary significantly. Further, quantities may be increased or diminished without invalidating the unit price in the Unit Price Bid Sheet

BID RESPONSE**ITB # 19-008LPSSGENCONSTR**

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
LOW PRESSURE GENERAL CONSTRUCTION SERVICES**

The contractor agrees to execute an Agreement in strict accordance with the Contract Documents and to provide services at the Unit Prices as included in the following Lift Station Rehabilitation General Construction Services Unit Price Bid Sheet as follows:

LOW PRESSURE SEWER SYSTEM GENERAL CONSTRUCTION SERVICES**UNIT PRICE BID SHEET 1 of 2**

NO.	ITEM	QUANTITY	UNIT	PRICE/UNIT	TOTAL
1	Directional Drill up to 3" LP Force Main				
	First 10 LF	1	LS		
	Each Additional Foot	75	LF		
2	Direct Bury up to 3" LP Force Main Less Than or Equal to 48" Depth				
	First 10 LF	1	LS		
	Each Additional Foot	750	LF		
3	Direct Bury up to 3" LP Force Main Greater Than 48" Depth				
	First 10 LF	1	LS		
	Each Additional Foot	10	LF		
4	Pneumatic Mole up to 3" LP Force Main				
	First 10 LF	1	LS		
	Each Additional Foot	10	LF		
5	Core Existing Shallow Manhole and Install up to 3" LP Force Main	1	EA		
6	Core Existing Deep Manhole and Install up to 3" LP Force Main	1	EA		
7	Connect up to 2-1/2" LP Force Main to existing 4" - 12" Force Main Less Than or Equal to 48" Depth				
	4"	1	EA		
	6"	1	EA		
	8"	1	EA		
	10"	1	EA		
	12"	1	EA		
8	Additional Added to Item 7 for Greater Than 48" Depth				
9	Additional Added to Item 7 for Connection of 3" LP Force Mains				
10	Standard Single Service				
	Short	1	EA		
	Long	1	EA		
11	2" Single Service				
	Short	1	EA		
	Long	1	EA		
12	Double Service				
	Short	1	EA		
	Long	1	EA		
13	Connect New Service to an Existing LP Force Main	1	EA		

LOW PRESSURE SEWER SYSTEM GENERAL CONSTRUCTION SERVICES

UNIT PRICE BID SHEET 2 of 2

14	Terminal End Flushing Port	1	EA		
15	In-line Flushing Port	1	EA		
16	Air/Vacuum Valve	1	EA		
17	Isolation Valve	1	EA		
18	Sod/Seed and Mulch				
	Bahia Sod	100	SY		
	St. Augustine Sod	100	SY		
	FDOT Seed and Mulch	100	SY		
19	Open Cut Road Repair	15	SY		
20	Mill and Overlay	140	SY		
21	Concrete Sidewalk Restoration	5	SY		
22	Asphalt Sidewalk Restoration	5	SY		
23	Concrete Driveway Restoration	10	SY		
24	Dewatering w/Wellpoints				
	First Day	1	EA		
	Each Additional Day	1	EA		
25	4" SCH40 Casing by Direct Bury	20	LF		
26	4" SCH40 Casing by Pneumatic Mole	20	LF		

TOTAL BASE BID AMOUNT \$ _____

TOTAL BASE BID AMOUNT (IN WRITTEN WORDS) _____

Dollars and _____ Cents.

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is the Questionnaire completed and included with the bid submittal? YES _____ INITIAL
 Does bidder clearly understand the Insurance requirement? YES _____ INITIAL

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR
BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the District's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the District in official amendments prior to this date of submittal.

FIRM NAME: _____

	PRINT NAME:
* SIGNATURE:	PRINT TITLE:
ADDRESS:	
CITY / STATE:	ZIP CODE:
TELEPHONE # ()	E-MAIL:
TOLL FREE # ()	FAX #: ()
APPLICABLE LICENSE(S)	Federal ID #
LICENSE NUMBER #	TYPE:

Acknowledgement of Addendums: _____

Copy of Violations issued by regulatory agencies, attached? Yes or No

Copy of Licenses as specified by Special Conditions 3.c.? Yes or No

Is the Questionnaire completed and included with the bid submittal? YES _____ INITIAL

Does bidder clearly understand the Insurance requirement? YES _____ INITIAL

QUESTIONNAIRE

for

LOW PRESSURE SEWER SYSTEM GENERAL CONSTRUCTION SERVICES

INSTRUCTIONS

1. The following information must be filled out by **all Bidders**.
2. Please print legibly, type, or word process. Sign in ink. When attaching sheets, please place the question number to which you are responding in the upper right hand corner of each sheet and number the sheets.
3. Note that the person signing this Application must swear that the information provided below is true, accurate, and complete.

1. Basic Information

1.1 Name of Contractor: _____
[Same as on Cover Page of The Proposal]

1.2 Contact Person(s): _____

1.3 Telephone No: _____ Fax No: _____ E-mail: _____

1.4 Address: _____

1.5 Federal Tax ID No: _____

1.6 CONTRACTOR'S license: Primary classification: _____

State License Number _____

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

1.7 Name of person and title who inspected site of proposed WORK for your firm:

Name: _____ Date of Inspection: _____

Title: _____

2. Organizational Structure & History

2.1 The Contractor is duly organized under the laws of the State of _____.

2.2 The Contractor has the following organizational structure.

individual corporation partnership
 limited liability company joint venture other: _____

2.3 Provide the year the Contractor (and not any Predecessor Entities or Related Entities) was first organized. _____

2.4 List all Predecessor Entities below (or on attached sheets if necessary).

2.5 Please list all Related Entities below (or on attached sheets if necessary).

2.6 If organized in any state other than Florida or in a foreign country, are you in compliance with all laws and regulations necessary to legally do business in the State of Florida?

YES _____ NO _____

3. Officers and Owners

3.1 Officers: List the name, title, and address of current Officers, Directors, Partners, Members, and any other persons with similar positions, in descending order of degree of control.

Name Title Address

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Attach additional sheets as necessary.]

3.2 Owners. Please list the name, address, and percentage of ownership of all persons or entities owning 10 percent or more of the Contractor, in descending order of percentage of ownership.

Owner	Address	%
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
[Attach additional sheets as necessary.]		

3.3 Employees. Please list total quantity of employees, # of crews, and discipline of each crew.

Crew Discipline	Number of employees in crew	% of total firm
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
[Attach additional sheets as necessary.]		

4. Experience

4.1 Summary of Contractor Experience With respect to this specific project, list the approximate number of years of experience that the Contractor has as a prime contractor or as a subcontractor with primary responsibility.

<u>Project Type</u>	<u>Years</u>
Utility Construction (primary)	_____
Utility Construction (subcontractor)	_____

4.2 Most Recently Completed Contracts Please provide the following information regarding the last ten contracts completed by the Contractor. Please list in reverse chronological order (most recently completed project first, next most recently completed project, etc.). [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

b. Project Name: _____

Contract Price: \$ _____

Detailed Description of Work: _____

Name, Address and Telephone Number of Government/Contact Person: _____

c. Project Name: _____

Contract Price: \$ _____

Detailed Description of Work: _____

Name, Address and Telephone Number of Government/Contact Person: _____

d. Project Name: _____

Contract Price: \$ _____

Detailed Description of Work: _____

Name, Address and Telephone Number of Government/Contact Person: _____

e. Project Name: _____

Contract Price: \$ _____

Detailed Description of Work: _____

Name, Address and Telephone Number of Government/Contact Person: _____

4.6 Contracts In Progress. Please provide the following information regarding all contracts currently in progress, in descending order of contract amount. [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

Contract Amount	Project Type & Location	% Completed	Name, Address, Contact Person & Tel. # of Owner

4.7 Provide an alphabetical listing of all state or local government or procurement agencies, including telephone number and contact person that have awarded the Contractor (or any Predecessor Entities and Related Entities) a contract during the last five years.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

[Attach additional sheets as necessary.]

4.8 Subcontractors. This proposal is being submitted by the CONTRACTOR who proposes to perform the Work as required by the Contract Documents. If the CONTRACTOR will be utilizing a Subcontractor for a category of Work set forth below then the CONTRACTOR **must** identify the Subcontractor by name and provide the Subcontractor’s address and telephone number. Only **one** Subcontractor may be identified for each category set forth below. If the CONTRACTOR does not identify a Subcontractor for a category of Work specified, this shall constitute a representation and warranty by the CONTRACTOR that the CONTRACTOR is not utilizing a Subcontractor for such Work and will perform such Work with CONTRACTOR’s own employees. After submitting this bid the contractor may not add to, subtract from, modify or make substitutions regarding the Supplier/Subcontractor identification and listing without the express written request and consent of the District. Any substitutions must be for legitimate and proper reasons. All Subcontractors listed are subject to the approval of the District.

CONTRACTOR represents and warrants to the District that all of said Subcontractors and their authorized vendors have been made aware of all the appropriate portions of the Contract Documents and agree that their portion of the Work and materials furnished in connection therewith will meet all of the requirements of the Contract Documents and that deliveries will be scheduled so as not to impede the progress of the Work.

Subcontractors:

Surveyor

Name:

Address & Telephone No.

Mechanical

Name:

Address & Telephone No.

Electrical

Name:

Address & Telephone No.

Instrumentation

Name:

Address & Telephone No.

Painting

Name:

Address & Telephone No.

4.10 Liquidated Damages Within the last five years, has the Contractor (or any Predecessor Entities or Related Entities) had liquidated damages assessed against it?

YES _____ NO _____

If YES, please provide full details on attached sheets including the per diem amount of liquidated damages, the original contract time, and the number of days for which liquidated damages were assessed. Please feel free to include a written summary of your position on the matter.

4.11 Terminations / Suspensions / Defaults

(a) Within the last five years, has a contract of the Contractor (or any Predecessor Entities or Related Entities) been terminated or suspended for cause?

YES _____ NO _____

(b) Within the last five years, has another party (e.g. surety) completed Work which the Contractor (or any Predecessor Entities or Related Entities) was originally responsible to perform?

YES _____ NO _____

(c) Within the last five years, has the Contractor (or any Predecessor Entities or Related Entities) been considered in default of a contract that was not cured within the time frame allowed by the contract?

YES _____ NO _____

If the answer to any of questions 4.6(a) -(c) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

4.12 Denial of Qualification or Award

(a) Within the last 5 years, has any federal, state, or local government or procurement agency denied the Contractor (or any Predecessor Entities or Related Entities) qualification?

YES _____ NO _____

(b) Within the last 5 years, has any federal, state, or local government or procurement agency, after the Contractor (or any Predecessor Entities or Related Entities) submitted the apparent low bid, refused to award a contract for reasons related to the Contractor's qualifications, experience, competence, or financial situation?

YES _____ NO _____

If the answer to either of questions 4.7(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

4.13 Debarments, Etc

(a) Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) been debarred for any reason by any federal, state, or local government or procurement agencies?

YES _____ NO _____

(b) Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) refrained from bidding for any reason, such as suspension or agreement not to bid, or as part of the settlement of a Dispute of any type with any federal, state, or local government or procurement agencies?

YES _____ NO _____

If the answer to either of questions 4.8(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

4.14 Claims History Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) been a party to a Claim with an originally claimed amount in excess of \$50,000?

YES _____ NO _____

If YES, please provide full details for each Claim on attached sheets including (a) whether the Claim was brought by or against the Contractor (or any Predecessor Entities or Related Entities), (b) the nature of the Dispute underlying the Claim, (c) originally claimed amounts, (d) the resolution of such Claims (including the amount) or if unresolved, the current status of such Claims, and (e) the name, address and

phone number of the primary adverse party who is to be contacted for additional information, and (f) a written summary of your position on the matter (if desired).

4.15 Bid or Other Crimes Within the last 10 years, has the Contractor (or any Predecessor Entities or Related Entities), or any officers, owners, or Key Personnel of the same ever been indicted on, convicted of, or plead or consented to a violation of a bid crime including bid collusion or any other crime involving fraud or knowing misrepresentation?

YES _____ NO _____

If YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

4.16 Quality Control Does the Contractor have a written organizational-level quality control plan (as opposed to project-level plans)?

YES _____ NO _____

If YES, please answer the following two questions.

- (a) What year was it first adopted? _____
- (b) In what year was its substance last revised? _____

5. Key Personnel

5.1 Please provide the following information for all Key Personnel whose duties consist primarily of one or more the following functions: (a) project management, (b) quality control and (c) safety oversight. [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

Name	Job Duties (a-c above)	Relevant Licenses or Certifications	Experience (# of Yrs)	Education (Degree or # Yrs)
1 _____	_____	_____	_____	_____
2 _____	_____	_____	_____	_____
3 _____	_____	_____	_____	_____
4 _____	_____	_____	_____	_____
5 _____	_____	_____	_____	_____
6 _____	_____	_____	_____	_____

[Attach additional sheets as necessary.]

6. Bonding

6.1 Is the Contractor capable of obtaining from a Qualifying Bonding Company a performance bond and a payment bond each in the amount of the bid prices that the Contractor will be submitting to the

OWNER. A Qualifying Bonding Company is an insurance, bonding, and/or surety company rated in accordance with contract requirements.

YES _____ NO _____

If NO, please explain why you cannot meet the bonding standards set forth in question 6.1 above on attached sheets.

7. Safety

7.1 Does the Contractor provide a Drug Free Workplace in accordance with Florida Statutes?

YES _____ NO _____

7.2 Does the Contractor hold regular work site safety meetings for immediate supervisors?

YES _____ NO _____

If YES, at what frequency? Weekly _____ Monthly _____ Other _____

7.3 Have you had any accident in the past three years that caused over \$ 50,000 in property damage?

YES _____ NO _____

If YES, please provide full details of each such accident on attached sheets.

8. Environmental

8.1 Environmental Record. Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) been found to be in violation of any federal, state or local environmental law or regulation in an administrative, civil or criminal proceeding in which the fact finder found that the Contractor committed the violation and/or failed to comply after having been notified of the violation?

YES _____ NO _____

If YES, please provide full details, including a summary of your position, on attached sheets.

9. Financial

9.1 ATTACH TO THIS BID an abbreviated financial statement on the attached form, references, and other information, sufficiently comprehensive to permit an evaluation of CONTRACTOR'S current financial condition.

10. Certifications Under Oath

By signing below, the person signing below hereby certifies and swears, **ON OATH**, as follows.

1. I have personal knowledge of all the information contained in this Questionnaire OR I am responsible for the accuracy of all such information.
2. The information contained in this Application is true and complete.
3. I hereby authorize the Loxahatchee River District to contact any person or entity necessary to verify or supplement any of the information requested by or provided in this Application without liability, and I hereby further authorize any person or entity contacted to provide any and all information requested without liability.
4. The Contractor has read, understands, and agrees to all terms of the Qualification Questionnaire.
5. I am duly authorized by law and by the Contractor to sign this Qualification on behalf of the Contractor.

Date

CONTRACTOR

Witness

[Signature]

By: _____
[Name and Title Printed]

State of _____

County of _____

Date: _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20__ by _____, who is personally known to me or who has produced a valid _____ Driver's License as identification and who did take an oath.

[Signature of Notary Public]

Name Printed: _____

My Commission Expires: _____

STATEMENT OF NO BID
ITB # 19-008LPSSGENCONSTR

If you are not bidding on this service/commodity, please complete and return this form to: LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT Purchasing Agent, 2500 Jupiter Park Drive, Jupiter, FL 33458.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid due to the following reason(s):

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation for Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

_____ Do you wish to be notified of future bids for similar items?

REMARKS:

DRUG-FREE WORKPLACE CERTIFICATION
ITB # 19-008LPSSGENCONSTR

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Loxahatchee River Environmental Control District for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by
the _____
(Individual's Name)
_____ of
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

CONTRACTOR EVALUATION REPORT

	Loxahatchee River Environmental Control District	CONTRACT NO.	
ADDRESS	2500 Jupiter Park Drive	CONTRACTOR	
CITY / STATE / ZIP	Jupiter, FL 33458	PERIOD OF PERFORMANCE	FROM _____ TO _____
CONTRACT PROJECT MANAGER		LOCATION OF PERFORMANCE	

INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, **'double click' the box.** If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).

SEE PAGE 3 FOR EVALUATION RATINGS DEFINITIONS

1. Quality. Contractor conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel. Finished product meets the quality requirements set forth in the contract.

N/A Satisfactory Unsatisfactory

COMMENTS: 

2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor completed the work within the dates specified in the contract and any approved extensions of time.

N/A Satisfactory Unsatisfactory

COMMENTS: 

3. Change Orders. Contractor conformed to contract requirements, providing complete documentation and was reasonable in the negotiations for time and costs. Contractor did not engage with frivolous our unsupported change order requests. Contractor met time requirements in the contract for identification and quantification of additional or deleted work.

N/A Satisfactory Unsatisfactory

COMMENTS: 

4. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel. Contractor was timely and complete with shop drawings, pay applications, releases, schedules and other required submittals.

N/A Satisfactory Unsatisfactory

COMMENTS: 

6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the FDEP, FDOH, SFWMD or others.

N/A Satisfactory Unsatisfactory

COMMENTS: 

7. Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards general safety of operations?

N/A Satisfactory Unsatisfactory

COMMENTS: 

9. Other Areas:

N/A Satisfactory Unsatisfactory

10. Other Areas:

N/A Satisfactory Unsatisfactory

11. Other Areas:

N/A Satisfactory Unsatisfactory

12. Other Areas:

N/A Satisfactory Unsatisfactory

12. Overall Contractor Rating:

N/A Satisfactory Unsatisfactory

Additional comments to support your response to any item above or other items.

Name, Title of Individual Completing this Form (include agency, phone and electronic address)

Signature

RATING	DEFINITION	NOTE
Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed may contain some minor problems for which corrective actions taken by the Contractor were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. management, quality, safety, etc.)