

**CONTRACT DOCUMENTS &  
TECHNICAL SPECIFICATIONS  
FOR  
LOXAHATCHEE RIVER DISTRICT**



**Lift Station Remote Telemetry Panels**

**ITB # 22-007-00117**

**February 2022**

**Prepared by:**



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# LIFT STATION REMOTE TELEMETRY PANELS

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## NOTICE TO CONTRACTORS

Bids will be received by the Loxahatchee River Environmental Control District (the "District,") via DemandStar until 2:00 p.m. local time on April 5, 2022. Any Bids received after 2:00 p.m. local time on April 5, 2022, will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. The Bids will be publicly opened and readaloud on April 5, 2022 at 2:00 p.m. local time in the Governing Board room of the District, 2500 Jupiter Park Drive. The Work to be performed is located in the Town of Jupiter, Village of Tequesta, Town of Juno Beach, Unincorporated Palm Beach County, and Unincorporated Martin County, and consists of furnishing all labor, tools, materials, and equipment necessary for the installation of new remote cellular telemetry panels as shown on the Contract Plans and Specifications and as specified herein to include:

ITB #22-007-00117  
LIFT STATION REMOTE TELEMETRY PANELS

**Installation of 115 cellular remote telemetry unit (RTU) panels at 115 lift station project sites. Contractor will be responsible to configure all remote cellular radios to establish a cellular communication network between all lift station RTUs and the plant SCADA system and shall coordinate with the District's IT Manager/SCADA administrators to establish communications. The Contractor will also be responsible to coordinate with Verizon to issue to new SIM cards with private IP addresses specified by the District. These IP addresses will be private and secure. A new SIM card will need to be activated, provisioned, and installed for each new radio. Provide and install all electrical equipment, Uni-Strut and hardware as required onto existing equipment rack or provide new rack as required. Provide conduit control wires, grounding, RTU enclosure, wet well sensor raceway, and mounting hardware as required. This project will also include furnishing and installing wet well level sensors as shown on the drawings.**

The District reserves the right to determine material elements of the Bid and to award the Contract, if at all, to the lowest, qualified, responsive, and responsible Bidder. The District further reserves the right to reject any and all Bids; to not proceed with the Project; and/or to waive any irregularities contained in a Bid.

A pre-bid conference will be held at 2:00 p.m., local time on **March 22, 2022** via Microsoft Teams. A meeting invite will be distributed to all plan holders prior to the scheduled date and time. This meeting will be recorded. If a bidder downloads Bid Documents from the District's website the bidder must send a request to be included in the pre-bid conference meeting invite to **[purchasing@lrecd.org](mailto:purchasing@lrecd.org)**. All contractors planning to submit Bids on this Project are encouraged to attend.

Bid Documents may be downloaded at the District's website, **<https://loxahatcheeriver.org/governance/purchasing-bids/>** or from DemandStar. Bid Documents will be available on **March 7, 2022** after 8:00 a.m. local time. The Bid Documents are made available on the above terms solely for the purpose of obtaining Bids and do not confer a license or grant for any other use.

Character and amount of security to be furnished by each Bidder are stated in the Instruction to Bidders. The Bidder shall hold its Bid open for acceptance by the District for a period of not less than ninety (90) calendar days following the date of the Bid opening.

This solicitation has been issued as an Electronic Bid with the same title on DemandStar. To submit a response for this bid electronically follow the instructions on DemandStar. Electronic responses are the only method allowed for Bidders to respond to this solicitation. Bids shall be submitted on or before the date and time specified.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

James D. Snyder, Chairman

## **INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1**

1. The following defined terms shall govern this Section and all other Contract Documents unless otherwise noted in the Contract Documents:
  - a. “Bid” shall mean the documents that comprise the submission for the Work of this Project.
  - b. “Bid Period” shall mean the time period from when the Bid Documents will become available to the deadline for submitting Bids.
  - c. “Bidder” shall mean one who submits a Bid directly to the District, as distinct from a sub-bidder, who submits a Bid to the Bidder.
  - d. “Bid Documents” include the Advertisement for Bids, Instructions to Bidders, Proposal, Questionnaire, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipts of Bids).
  - e. “Change Order” shall mean a written change, addition, or deletion to the Contract Documents signed by both Contractor and the District.
  - f. “Contract” shall mean the agreement between the Successful Bidder and the District for performance of the Work.
  - g. “Contract Documents” shall mean all documents that comprise the agreement of the parties related to the Project. The Contract Documents include the Notice to Contractors, Instructions to Bidders, Proposal, Questionnaire, Bid Security, Contract, Public Construction Bond, Sworn Statement of Public Entity Crimes, Opinion of District’s Attorney, Releases of Liens, Special Conditions, General Conditions, Technical Specifications, Standard Details and Plans, Plans and Specifications including all modifications, addenda, and Change Orders contained in any documents before or after execution of the Contract.
  - h. “Contract Sum” shall mean the total amount due to Contractor as a result of the Work performed on the Project, including any amounts due as a result of Change Orders.
  - i. “Contract Time” shall mean the time to complete the Project as set forth in the Contract Documents. Reference to “days” shall mean calendar days unless otherwise noted.
  - j. “Contractor” shall mean the Successful Bidder with whom the District executes a contract for the Work or its duly authorized agents.
  - k. “County” shall mean Palm Beach County, as may be applicable.
  - l. “Defective” shall mean the Work does not conform to the Contract Documents or does not meet the requirements of any applicable inspection, reference standard, test, or approval.

- m. "District" shall mean the Loxahatchee River Environmental Control District, acting through its properly authorized representatives.
- n. "Engineer" shall mean the engineer designated by the District as its engineering representative during the course of construction to make appropriate inspection and computation of payments, whether acting directly or through properly authorized agents, inspectors or representatives of the Engineer, acting within the scope of duties entrusted to them. The Engineer is not an employee of the District.
- o. "Final Completion" shall mean the time when Engineer determines that all of the Work and associated punch list items have been completed in accordance with the Contract Documents.
- p. "Notice of Award" shall mean the District's notification of award of the Contract to the Successful Bidder.
- q. "Plans" shall mean any and all drawings, plans, sketches, diagrams, designs, lists, or other graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work for the Project.
- r. "Project" shall mean the entire construction to be performed as provided in the Contract Documents.
- s. "Specifications" shall mean the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.
- t. "Substantial Completion" shall mean the date as certified by Engineer when the construction of the Project is sufficiently completed, in accordance with the Contract Documents, so that the Project can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with the Contract.
- u. "Successful Bidder" shall mean the lowest, qualified, responsible, and responsive Bidder to whom the District, based on the District's evaluation hereinafter provided, makes an award.
- v. "Work" shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment, services, and other incidentals and the furnishing, installation, and delivery thereof and all Work reasonably inferable therefrom.

2. **Bids:** Bids will be received by the Loxahatchee River Environmental Control District (the "District,") via DemandStar until 2:00 p.m. local time on April 5, 2022. Any Bids received after 2:00 p.m. local time on April 5, 2022 will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. The Bids will be publicly opened and read aloud on April 5, 2022 at 2:00 p.m. local time in the Governing Board room of the

District, at the above address. The Bidder shall hold its Bid open for acceptance by the District for a period not less than ninety (90) calendar days following the date of the Bid opening.

Bid Documents may be downloaded at the District's website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or via DemandStar. Bid Documents will be available on March 7, 2022 after 8:00 a.m. local time. The Bid Documents are made available on the above terms solely for the purpose of obtaining Bids and do not confer a license or grant for any other use.

A pre-bid conference will be held at 2:00 p.m., local time on March 22, 2022 via Microsoft Teams. A meeting invite will be distributed to all plan holders prior to the scheduled date and time. If a bidder downloads Bid Documents from the District's website the bidder must send a request to be included in the pre-bid conference meeting invite to [purchasing@lrecd.org](mailto:purchasing@lrecd.org). All contractors planning to submit Bids on this Project are encouraged to attend.

All Bids shall be made on the blank form of proposal attached hereto. All blanks on the Bid Forms must be printed in blue or black ink or typed. Completed Bid Forms shall be scanned to PDF format and uploaded to DemandStar. The Bid shall contain an acknowledgment of receipt of all Addenda. A single Bid shall be submitted for all portions of the Work. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature. The official address of the partnership must also be shown below the signature. If requested, the person signing a Bid for a corporation or partnership must produce evidence satisfactory to the District of the person's authority to bind the corporation or partnership. All names must be typed or printed below the signature. The address and telephone number for communications regarding the Bid must be shown.

After commencement of the Bid Period, no Bidder, or its agents, representatives, or persons acting at the request of such Bidder shall contact, communicate with or discuss any matter relating to the Bid with any District officer, agent, Board member, or employee other than Engineer or their designee. This prohibition ends upon execution of the final contract for the Work or when the Bid has been cancelled. A Bidder who violates this provision will be subject to discipline, including at a minimum a written reprimand and up to and including rejection of its Bid and/or cancellation of the Contract.

3. **Bid Security:** Each Bid must be accompanied by bid security in the form of a certified check or Bidder's Guaranty Bond ("Bid Bond") issued by a surety meeting the requirements of this Instruction to Bidders Section 3 and payable to the District for ten percent (10%) of the total amount of the Bid ("Bid Security"). Bidders will send the ORIGINAL Bid Bond to the District immediately after the Bid Opening Date. **The original Bid Bond is to be received within 48 hours of the Bid Due Date or the bid will be deemed non-responsive.** The Bid Security of the Successful Bidder will be retained until the Bidder has executed the Contract and furnished the required payment and performance bonds in the form of a Public Construction Bond, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Bonds within ten (10) business days after the Notice of Award, the District may annul the Notice of Award and the Bid Security of



that Bidder will be forfeited to the District. The Bid Security of any Bidder whom the District believes to have a reasonable chance of receiving the award may be retained by the District for ninety (90) calendar days after the date of the opening of the Bid. The Bid Security of other Bidders will be returned five (5) business days after the opening of the Bids. The Bid Bond shall be issued by a company having a registered agent in the State of Florida.

4. **Bonds and Qualification of Security Companies:** Upon award of the Contract, Contractor shall execute a Public Construction Bond, in the amount of the total Contract Sum with a qualified surety company, covering performance of the Project and payment of subcontractors, substantially similar in form to that provided in Article 5 of the Contract Documents and in compliance with the requirements of Section 255.05, Florida Statutes.

In order to be acceptable to the District, Bid Bonds, Public Construction Bonds, or Maintenance Bonds shall, at a minimum be written by a surety company that:

- a. is admitted/authorized to do business in the State of Florida and complies with the provisions of Section 255.05, Florida Statutes;
- b. has been in business and has a record of successful continuous operations for at least five (5) years;
- c. files a certified copy of a power of attorney with the signed Bid, Public Construction, or Maintenance bonds;
- d. lists the surety's agency name, address, and telephone number on all bonds; and
- e. has at least the following minimum ratings based on the following contract amounts:

<u>CONTRACT AMOUNT</u>	<u>BEST'S RATINGS</u>
\$ 25,000.00 to \$100,000.00	B+ Class V or better
\$100,000.01 to \$500,000.00	A Class VI or better
\$500,000.01 and over	A Class VII or better

The life of the Construction Bonds or Maintenance Bonds shall extend twelve (12) months beyond the date of Final Completion and shall contain a waiver of alteration to the terms of the Contract, extensions of time, and/or forbearance on the part of the District.

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended).

5. **Subject of Bids:** All Work for the Project shall be constructed in accordance with the Plans and Specifications prepared by Holtz Consulting Engineers. Bids shall be submitted for furnishing, delivering, and installing all materials, equipment, incidentals and services, including labor for the Work as specified in the Contract Documents and all items reasonably inferable therefrom. Engineer will compute the quantities that will be the basis for payment applications, both progress and final.

All Work shall be done as set forth in the Contract Documents and substantially completed, tested, cleaned, and ready for operation within the periods stated in Article 4 of the Contract, Section 2.

6. **Modification and Withdrawal of Bids:** Bids may be withdrawn or modified by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted during the Bid Period. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to withdraw or modify the Bid. If signed by a deputy or subordinate, the principal's written authorization to such deputy or subordinate granting the power to act on the principal's behalf must accompany the request for withdrawal or modifications. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid within the Bid Period. After expiration of the Bid Period, no Bid may be withdrawn or modified, except as provided below.

If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with the District and within five (5) business days thereafter demonstrates to the reasonable satisfaction of the District that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, the Bidder will be disqualified from further bidding on the Project.

7. **Award, Waiver, and Rejection of Bids:** The Contract will be awarded pursuant to the requirements of applicable federal, state, and local laws and regulations. The Contract award will be made to the lowest cost, qualified, responsive, and responsible Bidder whose proposal materially complies with all the requirements. The District reserves the option to award or rebid the Project at any time if deemed to be in the best interest of the District.

It is the intention of the District to award the Contract to a Bidder competent to perform and complete the Work in a timely and satisfactory manner. Additionally, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the District's satisfaction and within the prescribed time.

To the extent permitted by applicable federal, state, and local laws and regulations, the District reserves the right to: determine materiality of Bid components; determine qualifications of the Bidder; determine responsibility of Bidder; determine responsiveness of Bidder; reject any and all Bids; waive any informality or irregularities in any Bid received; or accept the Bid deemed by the District to be in its best interest. Bids may be rejected at the option of the District if the District determines in its sole discretion the Bid is materially incomplete, unbalanced, conditional, or obscure; the Bid contains additions not called for, erasures, alterations, irregularities of any kind; the Bid does not comply materially with the Notice to Contractors and/or Instruction to Bidders; or the Bid is from a Bidder that does not meet pre-bid conference attendance requirements.

Documented poor performance of contractors on previous contracts with the District or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

8. **Construction Schedule:** Prior to signing the Contract, the Successful Bidder shall submit on a form acceptable to the District and Engineer, the overall proposed construction schedule for the Project. The schedule shall conform to the requirements of Special Conditions Section 9.36. This construction schedule shall specify the Project completion date as set forth in the Contract.

9. **Execution of the Contract:** When the District gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract and all other written Contract Documents. Within ten (10) business days thereafter, Contractor shall sign and deliver the counterparts of the Contract and other written Contract Documents to the District with the required bonds and insurance certificates. Within ten (10) business days thereafter, the District shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the appropriately identified Plans and Specifications. Following execution of the Contract by the District, the construction schedule shall be modified to begin upon the execution of the Contract by both Parties of the Contract.

10. **Examination of Contract Documents and Site:** It is the responsibility of each Bidder, prior to submitting a Bid to (a) examine the Bid and Contract Documents thoroughly, (b) visit the site of the Work and become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the Work, (c) consider federal, state, and local laws, ordinances, rules, and regulations that may affect cost, progress, performance or furnishing of the Work in any manner, (d) examine the Plans and Specifications, requirements of the Work, and the accuracy of the quantities of the Work to be completed, and (e) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents.

Bidder may rely upon the accuracy of the technical data contained in the reports of exploration and tests of subsurface conditions at the site of the Work which have been utilized by Engineer in preparation of the Contract Documents. Bidder may not rely upon the completeness of the documents, non-technical data, interpretations or opinions of the reports of exploration and tests of subsurface conditions, for the purposes of bidding and/or construction. Further, information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to the District and Engineer by the owners of such underground facilities or others. The District does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions. Elevations of the ground are shown on the Plans and Specifications and are believed to be reasonably correct. However, such elevations are not guaranteed and are presented only as an approximation. Bidders shall satisfy themselves as to the correctness of all elevations.

The lands upon which the Work is to be performed, right-of-ways and easements for access thereto, and other lands designated for use by Contractor in performing Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage materials and equipment shall be provided by Contractor.

Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, studies and any additional information and/or data which pertain to the physical conditions (subsurface, surface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the

Work in accordance with the time, price, and other terms and conditions of the Contract Documents. In advance, the District will provide each Bidder access to the site of the Work at reasonable times to conduct such explorations and tests as each Bidder deems necessary for the submission of the Bid, provided Bidder provides two (2) business days written notice prior to the date access is requested.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the requirements as set for in the Instructions to Bidders and all other Contract Documents; the Bid is premised upon performing and furnishing the Work required by the Bid and Contract Documents; the means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Bid and Contract Documents will be followed; and that the Bid and Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions of performance and furnishing of the Work.

The Contract Documents contain the detailed provisions required for the construction of the Project. No information, verbal or written, obtained from any officer, agent or employee of the District on any such matter shall in any way affect the risk or obligation assumed by Contractor, or relieve Contractor from fulfilling any of the conditions of the Contract Documents.

11. **Interpretations and Addenda:** All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. All questions must be submitted to Engineer in writing as early as possible during the Bid Period. No oral answers or interpretations will be provided. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by addenda mailed to all persons recorded by Engineer as having received the Bid Documents. Questions received less than ten (10) business days prior to the deadline to submit Bids will not be answered. Only questions answered by formal written addenda will be binding. Oral responses and other interpretations or clarifications will be without legal effect, and shall not be relied upon by a Bidder.

Addenda may also be issued to modify the Bid Documents as deemed necessary by the District and/or Engineer. Contractor agrees to use the products and methods designated or described in the Plans and Specifications and as amended by any addenda. Addenda shall control in the event of conflict with Contractor's Bid.

12. **Substitute Material and Equipment:** The Contract will be based on material and equipment described in the Plans and Specifications without consideration of possible "substitute" or "equal" items. Whenever it is indicated in the Plans and Specifications that a Contractor may furnish or use a "substitute" or "equal" item of material or equipment, written application for such acceptance will not be considered by Engineer until after the effective date of the Contract. The written application for acceptance of a substitute item of material or equipment will be handled in accordance with the field order procedure.

13. **Subcontractors:** Each Bid must identify the names and addresses of the subcontractors. If requested by the District or Engineer, the Successful Bidder, and any other Bidder so requested, shall, within five (5) business days after the date of the request, submit to the District an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, and organization. The amount of subcontract work shall not exceed sixty

percent (60%) of the Work. If the District or Engineer, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person, or organization, either party may, before issuing the Notice of Award, request the Successful Bidder to submit an acceptable substitute without an increase in Contract sum or Contract Time. If the apparent Successful Bidder declines to make any such substitution, the District may award the Contract to the next lowest qualified, responsive, and responsible Bidder that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any subcontractor, supplier, other person or organization listed and not objected to in writing by the District or Engineer prior to giving of the Notice of Award, will be deemed acceptable to the District and Engineer, subject to revocation of such acceptance after the Effective Date of the Contract. The Successful Bidder shall be solely responsible for all payment to its subcontractors. No Contractor shall be required to employ any subcontractor, manufacturer, other person or organization against whom it has reasonable objection.

14. **Taxes:** Contractor shall pay all applicable sales, consumer, use, and other similar taxes required by law.

15. **Compliance with Laws:** Bidders must comply with all applicable federal, state, or local laws and regulations, including, but not limited to, the Department of Labor Safety and Health Regulations for construction promulgated under the Occupations Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

Any chemicals used in the performance of this Project by the Bidder must have prior approval of the Environmental Protection Agency (EPA) and/or United States Department of Agriculture (USDA).

Bidders shall comply with the requirements of Sections 553.60-553.64, Florida Statutes (the "Trench Safety Act") and 29 CFR Section 1926.650 Subpart P (the "Occupational Safety and Health Administration's Excavation Safety Standards"). If the Project provides for trench excavation in excess of five (5) feet deep, the Bidder shall include in its Bid a reference to the Trench Safety Act and the standards that will be in effect during the period of construction of the Project; written assurance by the Bidder, that if selected, the Bidder will comply with applicable trench safety standards; and a separate item identifying the cost of compliance with the Trench Safety Act, in accordance with Section 553.64, Florida Statutes.

16. **Liquidated Damages and Additional Delay Damages:** Bidder and the District recognize the Work is of a critical nature, that time is of the essence, and the difficulty associated with ascertaining the extent of delay damages the District will suffer as a result of delay in the Work. As a result, if awarded the Contract, Bidder agrees to pay the District as liquidated damages, and not as a penalty, the amount of Liquidated Damages and Additional Delay Damages as outlined in Article 4- Contract Section 2.

17. **Insurance:** Contractor shall provide and maintain throughout the terms of this Contract, liability insurance with all the subject features in accordance with the instruction given in the Special Conditions Section 9.08.

18. **Required Disclosures:** With its Bid submission, Bidder shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state, any other state, or the United States against (i) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, owning twenty percent (20%) or less of the outstanding shares of a Bidder and whose stock is publicly owned and traded.

At its sole discretion the District may reject the Bid of any Bidder whose present or former executive employees, officers, directors, stockholders, partners, or owners are currently accused of or have ever been convicted of bidding violations. The discretion of the District may be exercised based on the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the District may reject the Bid based upon the exercise of its sole discretion, and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its Bid based on these grounds.

19. **Public Entity Crime/ Convicted Vendor List:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

20. **License and Permits:** Contractor shall obtain and pay for all permits and licenses required for the Work as defined in Section 01000 of the Technical Specifications, including the cost of all Work performed in compliance with the terms and conditions of such permits, whether by itself or others.

No construction Work shall commence until all applicable licenses and permits have been obtained and copies delivered to Engineer.

21. **Protest:** The District is responsible for resolution of protests of contract awards, claims, disputes, alleged patent infringements, alleged license fee(s) and other related procurement matters in accordance with sound business judgment and good administrative practice. By submitting a Bid to the District, Bidders agree to the procedures outlined in the District's Procurement Policy which can be found on the District's website, [www.loxahatcheeriver.org/purchasing.php](http://www.loxahatcheeriver.org/purchasing.php), to resolve all protests.

22. The Contract Documents include various divisions, sections, and conditions which are essential parts of the Work to be provided by the Contractor. A requirement occurring in one is binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for complete Work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the Contract:

1. Addenda
2. Bid Documents, including the Contract
3. Special Conditions
4. Technical Specifications / Plans and Specifications
5. General Conditions
6. Bidder's Response

After award, in the event of a conflict, Change Orders, supplemental agreements, and revisions to Plans and Specifications will take precedence over any of the above. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this governing order of Contract Documents provision, then the District shall resolve the conflict in any manner which is acceptable to the District and which comports with the overall intent of the Contract Documents.

23. To render a Bid responsive, the Bidder's Proposal must be accompanied by the Bid Form provided in Article 2 of the Contract Documents. Acceptable references and projects to be included shall be those related to installation of low pressure force main systems. References provided shall be from the "owner" of the Project, not the project engineer or Contractor. The District will not award a Bid to any Bidder who cannot prove to the satisfaction of the District that the corporation/partnership/individual identified on the signature of Bidder form has satisfactory written references for similar work. References that are from a parent corporation or affiliated subsidiary will not be considered by the District.

24. **Notice to Proceed:** The Notice to Proceed for this project will be issued within 90 days of the Award of Contract at a time mutually agreed to by the District and lowest responsive bidder.

25. **Health, Safety and Environmental Performance:** The District shall evaluate Bidder's health, safety and environmental performance based on the following performance metrics and documentation reviews. The selected Bidder is solely responsible for all applicable health, safety, and environmental requirements, and the health, safety, and environmental evaluation conducted by the District is not an assumption of any responsibility for health, safety, and environmental requirements by the District. Bidders which fail to submit with their Bid information demonstrating compliance with the following criteria shall be considered non-responsive/non-responsible:

U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Incident Rates and Recordable Injuries:

Total Days Away, Restricted, Transferred (DART)	<b>Benchmark</b>	<b>4.4</b>
(U.S. Bureau of Labor Statistics, Table 1). Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, <b>2018</b> ,		

**25<sup>th</sup> percentile or better for size 11-49, NAICS 237110, Water and sewer line and related structures construction). Bidder's DART must be less than or equal to benchmark.**

**Total Recordable Incident Rate (TRIR) Benchmark 6.8**  
(U.S. Bureau of Labor Statistics, Table 1. Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2018, 25<sup>th</sup> percentile or better for size 11-49, NAICS 237110, Water and sewer line and related structures construction**). Bidder's TRIR must be less than or equal to benchmark.

Fatalities: **0** Work related fatalities resulting in OSHA citations within the last three years, OR if 1 or more work related fatalities resulting in an OSHA citation exist within the last three years, the contractor must have mitigated risk of recurrence by implementing adequate industry standard safety procedures and training as determined by OSHA by providing such OSHA determination to the District.

Bidder shall submit a health, safety and environmental plan for Construction and General Industry. The health, safety and environmental plan must address the following minimum requirements:

Lockout/Tagout  
 Excavation Trenching and Shoring  
 Permit Required Confined Space  
 Injury Reporting/Investigation  
 Operator Qualifications  
 Hot Work  
 Personal Protective Equipment  
 Electrical Safety  
 Near Miss, Behavioral Based Safety  
 Qualified, Certified and Competent Employees

OSHA Inspection Detail review must show no Serious or Willful violations in the previous 36 months and no unresolved Failure to Abate Prior Violation in the previous 36 months and no active Failure to Abate Prior Violation.

Bidder shall submit with their Bid OSHA Form 300A completed for the previous year, an Experience Modification Rating letter from its insurance carrier for the current period and a copy of its written health, safety and environmental program with training records for the previous 36 months.

26. **Previous Performance on District Projects:** The District has implemented a Contractor Evaluation Report in an effort to document contractor performance on District projects. Bidders who have received Unsatisfactory ratings on previous District projects must submit with their Bid a mitigation plan detailing previous unsatisfactory ratings and measures implemented to address the



unsatisfactory performance. Bidders with unsatisfactory ratings not submitting a mitigation plan with their bid shall be deemed Non-Responsive/Non-Responsible.

27. **Experience:** The District shall evaluate the Bidder's experience relative to the work to be performed based on the following requirements:

Have successfully performed as Prime Contractor on a minimum of 5 similar projects in the past 5 years. Similar projects shall include gravity sewer installations with a minimum construction contract value of \$250,000. Qualifying projects shall be complete and shall not have been assessed Liquidated Damages, terminated, suspended or defaulted.

Bidder shall submit Project Resumes for all qualifying projects. Resumes shall include project name, description, construction cost, completion date, Owner's project manager contact information (name, phone number and email), Engineer of Record's contact information (name, phone number and email). See Proposal, Article 2A, Questionnaire.

LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
James D. Snyder  
Chairman

I hereby acknowledge receipt of the Notice to Contractors and Instruction to Bidders and have familiarized myself with the contents therein and all other Contract Documents

By: \_\_\_\_\_  
Bidder

\_\_\_\_\_ Date

**PROPOSAL**

**ARTICLE 2**

**LOXAHATCHEE RIVER DISTRICT  
LIFT STATION REMOTE TELEMETRY PANELS**

To the LOXAHATCHEE RIVER DISTRICT of Jupiter, Florida, as the party of the first part:

Proposal made by: \_\_\_\_\_  
as Bidder,

whose business address is: \_\_\_\_\_

State whether Bidder is an individual,  
a partnership or a corporation: \_\_\_\_\_

Accompanying this Proposal is a Bid Security for \$\_\_\_\_\_ (Numbers)

\_\_\_\_\_ (Amount Written)

From: \_\_\_\_\_  
(Name of Surety)

1. The undersigned Bidder hereby declares that the Bidder has carefully examined the Contract Documents relating to the above entitled matter and the Work, and has personally inspected the location of the Work. The undersigned Bidder has correlated the results of all observations, examinations, investigations, tests, reports, and studies with the terms and conditions of the Contract Documents.
2. The undersigned Bidder hereby declares that the Bidder is the only person or persons interested in its Bid; that it is made without any connection with any person submitting another bid for the same Contract; that the Bid is in all respects fair and without collusion, fraud, or mental reservations; that no official of the District or any person in the employ of the aforesaid is directly or indirectly interested in said Bid or in the supplies of Work to which it relates, or in any portion of the profits thereof.
3. The undersigned Bidder does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all Work in the above entitled matter in accordance with the Plans and Specifications relating thereto, and to furnish all labor, tools, implements, machinery, forms transportation, and materials necessary and proper for the said purpose at the prices named below for the various items of Work.
4. The undersigned Bidder does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said Work and the Contract, including all claims that may arise through damages or other cause whatsoever. The undersigned Bidder agrees to complete the Work for the price(s) indicated in the Bid Form.
5. The undersigned Bidder does hereby declare that the Bidder shall make no claim on an account of any variation of the approximate estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconceptions of the nature of the Work to be done or the grounds or place where it is to be done.
6. The undersigned Bidder does hereby agree that it will execute the Contract which will contain the material terms, conditions, provisions, and covenants necessary to complete the Work according to the Plans and Specifications, within ten (10) business days after receipt of written Notice of Award of this proposal by the District; and if the Bidder fails to execute said Contract within said period of time, that the District shall have the power to rescind said award and also retain for the District the Bid Security accompanying Bidder's proposal which shall become forfeited as liquidated damages.
7. The undersigned Bidder also declares and agrees that the Bidder will commence the Work within ten (10) business days after receipt of written Notice to Proceed and will complete the Work fully and in every respect on or before the time specified in the Contract Documents, and so authorize the party of the District in case of failure to complete the Work within such specified time to employ such persons, equipment, and materials as may be necessary for the proper completion of said Work and to deduct the cost therefore from the amount due under the Contract.
8. The undersigned Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those dealing with the disposition of the Bid Security. The undersigned Bidder also makes all representations required by the Instructions to Bidders.

9. The undersigned Bidder agrees to provide Unit Prices of major construction elements of the Work in order to better determine the value of progress payment, in a format as provided in Article 6 Forms for Use During Construction.

10. The undersigned Bidder hereby agrees that the Bidder will, at Bidder's expense, insure all persons employed by it in prosecuting the Work hereunder against accident as provided by the Workers' Compensation Law of the State of Florida.

11. The price for the Work shall be stated in both words and figures in the appropriate place in the proposal form. Discrepancies in the multiplication of units of Work and unit prices will be resolved in the favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in the favor of the correct sum. In the event that there is a discrepancy between the price in written words and the price written in figures, the former shall govern.

12. The undersigned Bidder acknowledges receipt of the addenda, if any, as listed herein and agrees that Bidder will be bound by all addenda whether or not listed herein.

Receipt of Addendum	No. _____	Date _____
	No. _____	Date _____
	No. _____	Date _____
	No. _____	Date _____

13. The following documents are attached to and made a condition of this Bid (initial each item in the space provided):

- a. Initial\_\_\_\_\_. Instructions to Bidders, Proposal, Questionnaire, Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, Schedule of Bid Prices
- b. Initial\_\_\_\_\_. Bid Security
- c. Initial\_\_\_\_\_. Power of Attorney (for Surety Bond only)
- d. Initial\_\_\_\_\_. Corporate Authority to execute Bid (any corporate employee other than president or vice president)
- e. Initial\_\_\_\_\_. Copies of current valid license(s) issued in accordance with Florida Statutes and/or appropriate local ordinances is hereby acknowledged.
- f. Initial\_\_\_\_\_. OSHA's Form 300A completed for the previous year
- g. Initial\_\_\_\_\_. Experience Modification Rating letter (issued by insurance carrier) for the current period.

- h. Initial\_\_\_\_\_. Written health, safety and environmental program with training records for the previous 36 months.
- i. Initial\_\_\_\_\_. Contractor's Unsatisfactory Rating Mitigation Plan (if required, see ITB 26)
- j. Initial\_\_\_\_\_. Project Resume's for qualifying experience (see ITB 27).

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

(Corporation Seal)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor's License No: \_\_\_\_\_

**BID FORM — BASE BID**  
**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**  
**REMOTE TELEMETRY PANELS**  
**UNIT PRICES**

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	FURNISH AND INSTALL CELLULAR TELEMETRY	115	EA		
2	ADDITIONAL ALLOWANCE (NTE \$50,000)	1	LS	\$50,000	\$50,000
<b>TOTAL</b>					

TOTAL BASE BID, ITEMS 1-2 (in words) \_\_\_\_\_  
Dollars  
\_\_\_\_\_  
Cents

THE CONTRACT AWARD SHALL BE EVALUATED BASED ON THE TOTAL BASE BID PRICE FOR ITEMS 1 THROUGH 2 AS SUBMITTED BY THE LOWEST, QUALIFIED, RESPONSIBLE, RESPONSIVE BIDDER.

\_\_\_\_\_  
(Name of Bidder)

Bidders Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Officer, Partner, Member, Manager

Print Name of Person signing: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Incorporated or formed under the laws of the State of \_\_\_\_\_.

**PROPOSAL**  
**ARTICLE 2a**

QUESTIONNAIRE  
For  
**LIFT STATION REMOTE TELEMETRY PANELS**

**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.]

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

4.3 What is the last project similar in nature that you have completed as Prime Contractor for a government entity in Florida? (This must be filled out below or Bid may be considered non-responsive.)

Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Year Complete: \_\_\_\_\_  
Government: \_\_\_\_\_

4.4 ATTACH TO THIS BID the experience resume of the person who will be designated chief construction superintendent or on site construction manager.

4.5 List 5 projects completed as Prime Contractor in last 5 years in Florida involving work of similar type and complexity that you have completed as Prime Contractor for a government entity in Florida? See Instructions to Bidders, Paragraph 27, Experience. If 5 projects have not been completed, Contractor must so state (this must be filled out below or Bid may be considered non- responsive).:

- a. Project Name: \_\_\_\_\_  
\_\_\_\_\_  
Contract Price: \$ \_\_\_\_\_  
Detailed Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name, Address and Telephone Number of Government/Contact Person: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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 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. Attach additional sheets as necessary.

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |

- 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:

Electrical and Control Systems

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Address & Telephone No.

Restoration

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Address & Telephone No.

Other

\_\_\_\_\_  
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? \_\_\_\_\_

4.17 Contractor Evaluation Report Has the Contractor performed work with the District where a Contractor Evaluation Report was completed as part of the work?

YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, did the Contractor receive any UNSATISFACTORY ratings?

YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, include with the Bid Contractor's UNSATISFACTORY RATING MITIGATION PLAN.

## 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. Environmental**

7.1 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.

## **8. Financial**

8.1 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.

9.

## 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: \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for LIFT STATION REMOTE TELEMETRY PANELS.
2. This                    sworn                    statement                    is                    submitted                    by  
\_\_\_\_\_  
(name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_ and  
(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
(If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity  
named (please print name of individual signing)  
above is \_\_\_\_\_.
4. I understand that a "public entity crime: as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United states and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes** means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons

when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United states with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order].

\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order].

\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order].

\_\_\_ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services].

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed/Typed Name

My Commission Expires:

**Condensed current financial statement for (Name of Contractor)**

**LIFT STATION REMOTE TELEMETRY PANELS**

Condition at close of business \_\_\_\_\_, 20\_\_\_\_\_

**ASSETS**

1. Cash: (a) On Hand \$ \_\_\_\_\_, (b) In bank \$ \_\_\_\_\_, (c) Elsewhere \_\_\_\_\_  
\$ \_\_\_\_\_
2. Notes receivable (a) Due within 90 days  
\$ \_\_\_\_\_  
(b) Due after 90 days  
\$ \_\_\_\_\_  
(c) Past Due  
\$ \_\_\_\_\_
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment  
\$ \_\_\_\_\_
4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate  
\$ \_\_\_\_\_  
(a) Amount receivable after deducting retainage  
\$ \_\_\_\_\_  
(b) Retainage to date, due upon completion of contracts  
\$ \_\_\_\_\_
5. Accounts receivable from sources other than construction contracts  
\$ \_\_\_\_\_
6. Deposits for bids or other guarantees  
\$ \_\_\_\_\_  
(a) Recoverable within 90 days  
\$ \_\_\_\_\_  
(b) Recoverable after 90 days  
\$ \_\_\_\_\_
7. Interest accrued on loans, securities, etc.  
\$ \_\_\_\_\_
8. Real Estate (a) Used for business purposes  
\$ \_\_\_\_\_

TOTAL ASSETS

## LIABILITIES

6. Capital stock paid up:

	(a) Common	
	\$ _____	
	(b) Common	
\$ _____		
	(c) Preferred	
\$ _____		
	(d) Preferred	
\$ _____		
7. Surplus (net worth)	Earned \$ _____	Unearned \$ _____
\$ _____		
	TOTAL LIABILITIES	
\$ _____		

### CONTINGENT LIABILITIES

1. Liability on notes receivable, discounted or sold	
\$ _____	
2. Liability on accounts receivable, pledged, assigned or sold	
\$ _____	
3. Liability as bondsman	
\$ _____	
4. Liability as guarantor on contracts or on accounts of others.	
\$ _____	
5. Other contingent liabilities	
\$ _____	
	TOTAL CONTINGENT LIABILITIES
\$ _____	

---

\*Include all amounts owing subcontractors for all work in place and accepted on completed and uncompleted contracts, including retainage

Certified and Signed By:

Certified Public Accountant



### **AUTHORITY TO EXECUTE BID AND CONTRACT**

If the Bidder is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Contract contained within this document on behalf of the Corporation.

(End of Article.)

## BID SECURITY

### ARTICLE 3

1. The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made pursuant to and subject to all the terms and conditions of the Notice to Contractors, Instructions to Bidders, the Contract Documents, the Technical Specifications, and the Plans and Specifications pertaining to the Work, all of which have been examined by the undersigned.

2. Accompanying this proposal is a certified check or standard bid bond in the sum of \$\_\_\_\_\_.00, in accordance with the Notice to Contractors and Instruction to Bidders. Such amount shall be equal to ten percent (10%) of the Bid amount.

3. The undersigned Bidder agrees to execute the Contract, and the Public Construction Bond for the total amount of the Bid within ten (10) business days from the date when written Notice of Award of the Contract is delivered at the address given on this proposal. The name and address of the corporate surety with which the Bidder proposes to furnish the specified Public Construction Bond is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bond Company's most recent "Best's Key Rating": \_\_\_\_\_

4. The undersigned Bidder agrees to begin the Work with an adequate work force and equipment within ten (10) calendar days from the date of receipt of official Notice to Proceed, and to complete all of the Work within the number of calendar days specified in the Special Conditions from the date of official Notice to Proceed.

5. The Bid Security will be returned to all, except the three (3) lowest qualified responsive, responsible Bidders, within five (5) business days after the opening of the Bids and the remaining securities will be returned to the three (3) lowest Bidders within forty-eight (48) hours, after the District and Contractor have executed the Contract, or, if no Contract has been so executed, within one hundred twenty (120) calendar days after the date of the opening of Bids upon demand of the Bidder at any time thereafter so long as it had not been notified of the acceptance of the Bid.

6. All the phases of Work enumerated in the Contract Documents Technical Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by Contractor under the applicable Bid item irrespective of whether it is named in said list.

7. This Bid is also based on addenda:

No. _____	Date _____
No. _____	Date _____
No. _____	Date _____
No. _____	Date _____

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

(SEAL) Contractor's License No. \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

## CONTRACT

### ARTICLE 4

**THIS CONTRACT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_ (20\_\_\_\_), by and between \_\_\_\_\_ (the “Contractor”), and the **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**, (the “District.”)

WITNESSETH: That whereas the District has awarded to Contractor the Work of performing certain construction:

**SECTION 1.** Scope of Work: Contractor shall furnish, install and deliver all of the labor, including engineering design, materials (except District-furnished materials), tools, equipment, services, and everything necessary to perform the Work; and shall construct in accordance with the Contract Documents and the terms of this Contract, the Project known and identified as LIFT STATION REMOTE TELEMETRY PANELS and shall do everything required by or reasonably inferable from the Contract Documents. The Work is generally described as follows:

#### LIFT STATION REMOTE TELEMETRY PANELS

**Installation of 115 cellular remote telemetry unit (RTU) panels at 115 lift station project sites. Contractor will be responsible to configure all remote cellular radios to establish a cellular communication network between all lift station RTUs and the plant SCADA system and shall coordinate with the District’s IT Manager/SCADA administrators to establish communications. The Contractor will also be responsible to coordinate with Verizon to issue to new SIM cards with private IP addresses specified by the District. These IP addresses will be private and secure. A new SIM card will need to be activated, provisioned, and installed for each new radio. Provide and install all electrical equipment, Uni-Strut and hardware as required onto existing equipment rack or provide new rack as required. Provide conduit control wires, grounding, RTU enclosure, wet well sensor raceway, and mounting hardware as required. This project will also include furnishing and installing wet well level sensors as shown on the drawings.**

Applicable reference drawings are entitled **LIFT STATION REMOTE TELEMETRY PANELS** as prepared by the District.

**SECTION 2. Time of Completion:** Construction of the Work must begin within ten (10) business days from the date of receipt of official Notice to Proceed. Substantial Completion shall be achieved within **595 days** consecutive calendar days from the date of Notice to Proceed. For projects with a value of less than ten million dollars (\$10,000,000.00), Final Completion shall be achieved within **sixty-five (65)** consecutive calendar days from the date of actual Substantial Completion. For projects with a value of more than ten million dollars (\$10,000,000.00), Final Completion shall be achieved within **ninety-five (95)** consecutive calendar days from the date of actual Substantial Completion. The rate of progress and the time of completion are essential conditions of this Contract.

**Deduction for Not Completing on Time:** The District and Contractor recognize that because the Work is of a critical nature, time is of the essence. Therefore, the District will suffer direct financial loss and damage if the Work is not completed within the times specified above. The District and Contractor also recognize that it is difficult to ascertain the extent of those damages in advance and it will be difficult and expensive to determine

those damages in a legal proceeding. Accordingly, Contractor shall pay to the District as liquidated damages, and not as a penalty, the amounts set out in (a) and (b) (“Liquidated Damages”) below for each and every calendar day the above deadlines are delayed, as said date may be adjusted as provided in the Special Conditions. Delay shall not include delays caused by factors beyond Contractor’s reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the District to furnish timely information or to obtain the cooperation of the District’s design professionals and/or Engineer, or delays caused by faulty performance by the District or by Engineer.

- a. **Substantial Completion Delay.** Contractor shall pay to the District as Liquidated Damages, and not as a penalty, **\$100** per day for each and every calendar day Substantial Completion is delayed.
- b. **Final Completion Delay.** If Final Completion is not reached within **65 days** of actual Substantial Completion, Contractor shall pay to the District as Liquidated Damages, and not as a penalty, **\$75** per day for each and every calendar day Final Completion is delayed.

In addition Contractor shall be responsible for the costs for engineering and other professional fees, delay damage settlements or awards owed by the District to others, fines or penalties imposed by regulatory agencies, and professional fees, including attorneys’ fees, incurred in connection with such settlements, awards, penalties or fines (collectively “Additional Delay Damages”). Engineering and inspection fees shall include direct labor costs, indirect costs, and overhead and profit. The District and Contractor agree that the amounts set out in (2)(a) and (2)(b), above are to be paid by Contractor as Liquidated Damages and represent a reasonable estimate of the District’s anticipated expenses for delays, inspection, and administrative costs associated with such delays. However, such amounts do not represent additional District costs for Additional Delay Damages. Therefore, in addition to these Liquidated Damages amounts, there shall be other amounts for Additional Delay Damages incurred by the District caused by avoidable delays by Contractor.

Where Liquidated Damages and Additional Delay Damages in connection with the Work of this Contract are duly and properly imposed against Contractor in accordance with the terms of this Contract, Federal law, State law, and/or governing ordinances or regulations, the total amount that Contractor owes to the District may be withheld and reduced from any monies due or to become due Contractor under the Contract, and when deducted, shall be deemed and taken as payment for such Liquidated Damages and Additional Delay Damages. If monies due from the District are not sufficient to cover such Liquidated Damages, Contractor agrees to immediately pay to the District any balance due.

**SECTION 3. General:** Contractor hereby certifies that it has read each and every clause of the Contract Documents and that it has made such examination of the location of the proposed Work as is necessary to understand fully the nature of the obligation herein made; and will complete the same in the time limits specified herein, in accordance with the Contract Documents. Contractor shall work with and report to Engineer to complete the Work set forth in the Contract Documents. Contractor has given Engineer written notice of all conflicts, errors, and discrepancies in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

All Work under this Contract shall be done to the satisfaction of Engineer, who shall, in all cases, determine the amount, quality, fitness, and acceptability of the Work and materials, which may arise, as to the fulfillment of the Contract on the part of Contractor, Engineer’s decision thereon shall be final and conclusive, and such determination shall be a condition precedent to the right of Contractor to receive any payment hereunder.

At any time during the performance of the Contract, Contractor shall allow and provide the District access to all of the documents, papers, letters or other materials made or received by Contractor in conjunction with the

Contract and Work. Should Contractor fail to provide access to these documents in response to the District's request, the District may unilaterally cancel the Contract. At the conclusion of the Contract, Contractor shall provide the District all public records related to the Project or the Work.

Contractor agrees and represents to the District that it has registered with the E-Verify System and is now, and shall be for the duration of this Agreement, in full compliance with Sections 448.09 and 448.095, Florida Statutes. Contractor shall ensure that each of its subcontractors is also registered with the E-Verify System, is in compliance with Sections 448.09(1) and 448.095, Florida Statutes, and that each provides the affidavit required by Section 448.095, Florida Statutes.

Contractor agrees that if it violates Section 448.09(1), Florida Statutes or Section 448.095, Florida Statutes, the District must terminate this Agreement and that any such termination shall not be considered a breach by the District. Contractor further understands and agrees that it shall be responsible for any additional costs incurred by the District as a result of the termination of this Agreement, pursuant to Section 448.095, Florida Statutes.

Any clause or section of this Contract or the Contract Documents which may, for any reason, be declared invalid, may be eliminated therefrom; and the intent of this Contract or the Contract Documents and the remaining portion thereof will remain in full force and effect as completely as though such invalid clause or section has not been incorporated herein.

No assignment by a party hereto of any rights, responsibilities, or interests in the Contract Documents will be binding on another party hereto without the written consent of both parties. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the District may assign this Contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

The District and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**SECTION 4. Contract Sum:** The District shall pay Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, based on unit prices, the amounts set forth in the Pricing Schedule attached hereto ("Contract Sum"). The District and Contractor agree that all payments will be processed in accordance with the Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes.

**SECTION 5. Progress Payments:** On or before the tenth (10th) day of every month, except as provided for in the Special Conditions, Contractor shall prepare and submit on a form approved by Engineer a detailed estimate and invoice to Engineer setting forth the schedule of values of the total amount of the Work which has been completed from the start of the job up to and including the last day of the preceding month and the value thereof, less any percentage retained in accordance with the Special Conditions, and the aggregate of any previous payment ("Progress Payment Application"). Contractor shall provide such supporting evidence as may be required by the District and/or Engineer.

As a strict condition precedent to payment, each Progress Payment Application must be accompanied by: a Contractor's Progress Payment Affidavit submitted by Contractor to Engineer indicating that all lienors under Contractor's direct contract have been paid in full; and a waiver and release of lien upon progress payment ("Partial Release of Lien") from all persons with a potential lien interest in the Project, including but not limited to subcontractors, sub-subcontractors, suppliers, and materialmen.

Upon receipt of the Progress Payment Application, Engineer shall either provide the District with its written approval of the Progress Payment Application, or notify the District in writing that it rejects the Progress Payment Application, the reason(s) for such rejection, and its recommendation as to the amount Contractor is owed, if any, within ten (10) business days of receipt of the Progress Payment Application.

The District shall review Engineer's recommendation as set forth above. If the District agrees that the Progress Payment Application is complete and accurately reflects the amount Contractor is owed, the District shall pay Contractor the amount set forth on the Progress Payment Application within twenty-five (25) business days of Engineer's receipt of the Progress Payment Application.

In the event the District finds the Progress Payment Application is incomplete or does not accurately reflect the amount Contractor is owed, the District shall reject the Progress Payment Application in writing within twenty (20) Business days of Engineer's receipt of the Progress Payment Application. The rejection shall state with specificity the reason for the rejection and any action necessary to make the Progress Payment Application acceptable to the District. If Contractor submits a corrected Progress Payment Application within ten (10) business days of the rejection, acceptable to the District, the District shall pay the corrected Progress Payment Application within ten (10) business days after the corrected Progress Payment Application is received.

In the event the District disputes the corrected Progress Payment Application, the District shall notify Contractor in writing of such dispute and pay to Contractor the amount not in dispute, if any, within fifteen (15) business days of the District's receipt of the corrected Progress Payment Application. In exchange for such payment, Contractor shall submit to Engineer a Progress Payment Affidavit indicating that all lienors under Contractor's direct contract have been paid in full for the Work related to the non-disputed amount.

Contractor and the District agree that prior to instituting any litigation for damages under this Section 5, the parties shall conduct a non-binding mediation to attempt to resolve their dispute. In the event the parties cannot agree upon a mediator, each party shall select a mediator and such mediators shall select a third mediator who shall serve as the mediator for the dispute. In the event such mediation does not occur within thirty (30) calendar days of a written request of either party, the parties shall be free to pursue litigation without first conducting mediation.

Contractor shall promptly pay each subcontractor and supplier within ten (10) business days of receipt of payment from the District. The amount shall be determined in accordance with the terms of the applicable subcontracts and purchase orders. The District shall not have responsibility for payments to a subcontractor.

Contractor warrants that title to all Work covered by the Progress Payment Application will pass to the District no later than the time payment. Contractor further warrants that upon submittal of a progress payment application, all Work previously paid for by the District shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the District's interests.

A progress payment by the District shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

**SECTION 6. Acceptance and Final Payment:** When the Work has been fully completed, including all punch list items as provided for in the Special Conditions, in accordance with the terms of the Contract Documents, a Final Payment Application shall be prepared by Contractor and provided to Engineer within twenty (20) business days after the date of Final Completion stating the final Work performed to complete the Project plus or minus any Change Orders, and less the aggregate of any previous payment.

As a strict condition precedent to final payment, Contractor shall submit to Engineer with the Final Payment Application:

1. a Final Payment Affidavit stating that all subcontractors, suppliers, and other materialmen have

been paid;

2. Waiver and Release of Lien upon Final Payment (“Final Release of Lien”) from Contractor and all persons or entities that have, or potentially have, a lien on the Project, including but not limited to all subcontractors and vendors;
3. all close-out documents including, but not limited to the Maintenance Bond, warranties, guarantees, owner’s manuals, and start-up certificates by the designer or manufacturer demonstrating that the equipment meets design intent;
4. data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

Upon receipt of the Final Payment Application, Engineer will inspect the Work, the Final Payment Application, and supporting documentation. If Engineer finds the Work acceptable, Engineer will issue a certificate of acceptance stating that the quality Work has been fully completed to Engineer’s satisfaction in substantial compliance with the Contract Documents. The Certificate of Final Completion shall constitute Engineer’s determination as to the quality of the Work only; it shall not include an opinion as to the timeliness of completion of the Work. If the Engineer finds the Contract fully and timely performed, and the Final Payment Application accurately reflects the final amount Contractor is owed, the Engineer shall issue its written approval to the District of the Final Payment Application within ten (10) business days of receipt the Final Payment Application.

If Engineer disputes the Final Payment Application, finds the Work unsatisfactory, or determines that amounts should be deducted as Liquidated Damages and Additional Delay Damages, Engineer shall notify the District in writing of its findings, the support for such findings, and its recommendation as to the amount Contractor is owed, if any, within ten (10) business days of receipt of the Final Payment Application.

The District shall review Engineer’s recommendation as set forth above. If the District finds that the Work is acceptable, the Contract has been fully and timely performed, and the Final Payment Application is complete and accurately reflects the amount Contractor is owed, the District shall pay Contractor the amount of the Final Payment Application within twenty-five (25) business days of Engineer’s receipt of the Final Payment Application.

In the event the District finds the Work is not acceptable, the Contract has not been fully and timely performed, or the Final Payment Application is incomplete or does not accurately reflect the amount Contractor is owed, the District shall reject the Final Payment Application in writing within twenty (20) business days of Engineer’s receipt of the Final Payment Application. The rejection shall state with specificity the reason for the rejection and any action necessary to make the Final Payment Application acceptable to the District. If Contractor submits a corrected Final Payment Application acceptable to the District, the District shall pay the corrected Final Payment Application within ten (10) business days after the corrected Final Payment Application is received.

In the event the District disputes the corrected Final Payment Application, the District shall notify Contractor in writing of such dispute and pay to Contractor the amount not in dispute, if any, within fifteen (15) business days of the District’s receipt of the corrected Final Payment Application. This payment shall constitute a progress payment and shall not be deemed final payment. In exchange for such payment, Contractor shall submit to Engineer a Progress Payment Affidavit indicating that all lienors under Contractor’s direct contract have been paid in full for the Work related to the non-disputed amount.

The District and Contractor agree that prior to instituting any litigation for damages under this Section, the parties shall conduct a non-binding mediation to attempt to resolve their dispute. In the event the parties cannot agree upon a mediator, each party shall select a mediator and such mediators shall select a third mediator who shall serve as the mediator for the dispute. Such mediation shall occur within forty-five (45) calendar days of the District’s rejection of the corrected Final Payment Application. In the event such mediation does not occur within



thirty (30) calendar days of a written request of either party, the parties shall be free to pursue litigation without first conducting mediation.

Acceptance of final payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by the payee.

In the event that a lien is filed or claimed against the Work by any subcontractor, supplier, or laborer, Contractor agrees to immediately (i) pay such subcontractor, supplier, or laborer for work which Contractor has been paid by the District and deliver to the District a Final Release of Lien signed by such subcontractor, supplier, or laborer; or (ii) cause the immediate removal of such lien by providing a bond in accordance with Florida law. If Contractor fails to do the above, the District may, at its option, and at the sole expense and liability of Contractor, bond such lien or cause the lien to be discharged and deduct the cost of said bond from the amount owed Contractor under any pending invoice or the next invoice. This Section shall survive the termination or expiration of this Contract.

**SECTION 7. WARRANTY:** Contractor warrants to the District and Engineer that (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

**SECTION 8. CORRECTION OF THE WORK:** In addition to the warranties provided for in Article 4 – Contract Section 7, Contractor shall promptly correct Work rejected by Engineer and/or District as failing to conform to the requirements of the Contract Documents. Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

In addition to Contractor's other obligations including warranties under the Contract, Contractor shall, for a period of one (1) year after Substantial Completion, correct Work not conforming to the requirements of the Contract Documents.

If Contractor fails to correct nonconforming Work within a reasonable time, the District may correct it in accordance with the Contract Documents.

This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This Section 8 shall survive acceptance of the Work under the Contract Documents and termination of the Contract Documents.

**(Remainder of this page left blank intentionally)**

IN WITNESS WHEREOF, the parties hereto have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 20\_. All portions of the Contract Documents have been signed or identified by the District and Contractor or by Engineer on their behalf.

ATTEST:

OWNER: LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL DISTRICT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
James D. Snyder  
Chairman  
Address for notice: 2500 Jupiter Park Dr.  
Jupiter, Florida 33458  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
As its: \_\_\_\_\_

Address for notice: \_\_\_\_\_  
\_\_\_\_\_

(Affix Corporate Seal)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, personally appeared \_\_\_\_\_, as \_\_\_\_\_, to me well known and known to be the person described in or who produced as identification a \_\_\_\_\_ (Form of ID) and who executed and acknowledged to and before on behalf of the District, the foregoing Contract, and that he acknowledged in the presence of two subscribing witnesses freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name:  
Commission No.:  
My Commission Expires:

(Notary Ink Stamp)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, personally appeared \_\_\_\_\_ as \_\_\_\_\_ (Title) of the \_\_\_\_\_ (Name of Company), to me well known and known to be the person described in or who produced as identification a \_\_\_\_\_ (Form of ID) and who executed and acknowledged to and before on behalf of \_\_\_\_\_ (Company Name), Contractor, the foregoing Contract, and that he acknowledged in the presence of two subscribing witnesses freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in \_\_\_\_\_ County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name:  
Commission No.:  
My Commission Expires:

(Notary Ink Stamp)

**BID FORM — BASE BID**  
**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**  
**REMOTE TELEMETRY PANELS**  
**UNIT PRICES**

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	FURNISH AND INSTALL CELLULAR TELEMETRY	115	EA		
2	ADDITIONAL ALLOWANCE (NTE \$50,000)	1	LS	\$50,000	\$50,000
<b>TOTAL</b>					

TOTAL BASE BID, ITEMS 1-2 (in words) \_\_\_\_\_  
Dollars  
\_\_\_\_\_  
Cents

THE CONTRACT AWARD SHALL BE EVALUATED BASED ON THE TOTAL BASE BID PRICE FOR ITEMS 1 THROUGH 2 AS SUBMITTED BY THE LOWEST, QUALIFIED, RESPONSIBLE, RESPONSIVE BIDDER.

\_\_\_\_\_  
(Name of Bidder)

Bidders Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Officer, Partner, Member, Manager

Print Name of Person signing: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Incorporated or formed under the laws of the State of \_\_\_\_\_.

## PUBLIC CONSTRUCTION BOND

### ARTICLE 5

Bond No. \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_  
(Name of Contractor) as “Principal” at the address of \_\_\_\_\_  
and \_\_\_\_\_ as “Surety” at the address of \_\_\_\_\_  
are bound to the LOXAHATCHEE  
RIVER ENVIRONMENTAL CONTROL DISTRICT (the “District”), at the address of 2500 Jupiter  
Park Drive, Florida 33458, in the sum of \_\_\_\_\_  
(Written Amount) (\$ \_\_\_\_\_ -\_) (the “Bond”) for the payment of which we bind  
ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract (the “Contract”) with LOXAHATCHEE  
RIVER ENVIRONMENTAL CONTROL DISTRICT dated \_\_\_\_\_, 2021, in the amount of  
\$ \_\_\_\_\_) for the  
LIFT STATION REMOTE TELEMETRY PANELS which Contract, is by  
reference made a part hereof.

THE CONDITION of this Bond is that if Principal:

1. Performs the Contract with the District at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statute, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays the District all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that the District sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise, it remains in full force.
5. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety’s obligation under this Bond.
6. To a claimant who is not in privity with the Principal and who has not received payment for labor, materials, or supplies, that written notice must be delivered to the Principal. This Bond is furnished pursuant to the statutory requirements for bonds on public works projects, Section 255.05, Florida Statutes. A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for labor, materials, or supplies, is hereby notified that Section 255.05(2), Florida Statutes specifically requires that written notice be given to Principal within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work that

claimant intends to look to the Bond for protection. Further notice is hereby given to a claimant who is not in privity with the Principal and who has not received payment for labor, materials, or supplies, that written notice must be delivered to the Principal and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the non-payment, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies (but not before 45 days after the first furnishing of labor, services, or materials), or with respect to rental equipment, within ninety (90) days after the date that rental equipment was last on the job site available for use. No action for the labor, material, or supplies may be instituted against Principal of the Surety unless both notices have been given. Further notice is hereby given that no action for labor, materials, or supplies may be instituted against the Principal or the Surety on the Bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

7. Without modifying the foregoing, this Bond shall require no more and no less of the Principal and Surety than is specified in Section 255.05, Florida Statutes. The notice and time limitation provisions of Section 255.05, Florida Statutes are incorporated herein by reference.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed above, do cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

The provisions and limitations of Section 255.05, Florida Statutes including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), Florida Statutes are incorporated in this bond by reference.

(Remainder of Page Intentionally Left Blank)

SIGNED AND SEALED ON \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
Signature of Principal

By: \_\_\_\_\_  
As Attorney-in-Fact (Attach Power of Attorney)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by  
\_\_\_\_\_ to me who produced as identification a  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

(Notary Ink Seal)

Commission Expires: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

COUNTERSIGNATURE

BY: \_\_\_\_\_

**ARTICLE 6**  
**FORMS FOR USE DURING CONSTRUCTION**

**6-1 Notice of Award of Contract**

**6-2 Notice to Proceed**

**6-3 Progress Payment Affidavit**

**6-4 Final Payment Affidavit**

**6-5 Certificate of Substantial Completion**

**6-6 Certificate of Final Completion**

**6-7 Partial Release of Lien**

**6-8 Final Release of Lien**

**6-9 Change Order**

**6-10 Application and Certificate of Payment** – Contractor shall utilize American Institute of Architect Form G702 and G703





# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration  
2500 Jupiter Park Drive, Jupiter, Florida 33458-8964  
Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)  
D. Albrey Arrington, Ph.D., Executive Director

[Date]

[Contractor Name]

[Contractor Address]

**SUBJECT: Loxahatchee River Environmental Control District  
LIFT STATION REMOTE TELEMETRY PANELS  
Notice of Award of Contract**

Dear \_\_\_\_\_:

I am pleased to advise you that the District Governing Board has elected to Award the Contract for the subject project to your firm. You are the apparent successful Bidder and have been awarded a contract for:

## LIFT STATION REMOTE TELEMETRY PANELS

The Contract Price of your Contract is \$\_\_\_\_\_

In accordance with the contract specifications you will have ten (10) business days from the date of this Notice of Award, that is by (Day), (Date), to provide the following:

- a.) 4 executed sets of the attached Contract Documents, and
- b.) A Public Construction Bond with power of attorney in the amount of 100% of the contract (\$\_\_\_\_\_) and
- c.) An insurance certificate for this project in accordance with requirements set forth in Section 9.08, (please make sure coverages and additional insureds are as stated); and
- d.) A schedule of activities (received), and
- e.) Any other paperwork as required by the Contract.

Failure to comply with these conditions within the time specified will entitle the District to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) business days after you comply with the above conditions, the District will return 1 fully executed contract after execution.

Should you have any questions in regard to this correspondence, please feel free to contact me or [ENGINEER]

Regards,

Kris Dean, P.E.  
Deputy Executive Director/Director of Engineering Services

Enclosures: 4 sets of Contract Documents

# Loxahatchee River District



Water Reclamation | Environmental Education | River Restoration  
2500 Jupiter Park Drive, Jupiter, Florida 33458-8964  
Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

D. Albrey Arrington, Ph.D., Executive Director

[Date]

[Contractor Name]

[Contractor Address]

SUBJECT: LIFT STATION REMOTE TELEMETRY PANELS  
**Notice to Proceed**

Dear \_\_\_\_\_:

You have already received one (1) copy of the fully executed contract for the subject project. With the execution of this document completed by both parties and a Planning Meeting held [DATE], you are hereby provided with **NOTICE TO PROCEED as of [Day], [Date]**.

In accordance with the contract documents, you will have \_\_\_\_\_ consecutive calendar days from \_\_\_\_\_ to Substantial Completion, and \_\_\_\_\_ consecutive calendar days from actual Substantial Completion to Final Contract Completion, therefore:

**Substantial Completion Date is:**

**Contract Completion Date is:**

\_\_\_\_\_  
\_\_\_\_\_

We look forward to working with you toward the successful completion of another project.

Should you have any questions in regard to this matter please feel free to contact me or [ENGINEER].

Kris Dean, P.E.  
Deputy Executive Director/Director of Engineering Services

[ENGINEER]

**PROGRESS PAYMENT AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
 who, after being by me first duly sworn, deposes and says of his personal knowledge that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, which  
 does business in the State of Florida, hereinafter referred to as "Contractor".

2. Pursuant to a contract with Loxahatchee River District, Contractor has furnished and will furnish  
 services for the purpose of improving real property, more particularly described as:

**LIFT STATION REMOTE TELEMETRY PANELS**

3. This affidavit is executed in accordance with Section 713.06(3)(c), Florida Statutes, for the purpose  
 of obtaining a progress payment in the amount of \_\_\_\_\_  
 \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

4. All lienors under Contractor's direct Contract have been paid in full, except for the following listed  
 lienors:

NAME OF LIENOR  
 (Use blank sheet if necessary)

AMOUNT DUE OR TO BECOME DUE FOR  
 LABOR, SERVICES OR MATERIAL

\_\_\_\_\_  
 \_\_\_\_\_

SIGNED, SEALED, AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
 Contractor

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_, by  
 \_\_\_\_\_, personally known to me or who produced as identification a  
 \_\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC, State of \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Commission No.: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

(Notary Ink Stamp)

\* THIS FORM SHALL BE SUBMITTED WITH EACH PAYMENT REQUEST.

**FINAL PAYMENT AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
 who, after being by me first duly sworn, deposes and says of his personal knowledge that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, which  
 does business in the State of Florida, hereinafter referred to as "Contractor".
2. Pursuant to a contract with Loxahatchee River District, Contractor has furnished and will furnish  
 services for the purpose of improving real property, more particularly described as:

**LIFT STATION REMOTE TELEMETRY PANELS**

3. This affidavit is executed in accordance with Section 713.06(3)(c), Florida Statutes, for the purpose  
 of obtaining final payment in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

4. All lienors under Contractor's direct Contract have been paid in full, except for the following listed  
 lienors:

NAME OF LIENOR

(Use blank sheet if necessary)

AMOUNT DUE OR TO BECOME DUE FOR  
LABOR, SERVICES OR MATERIAL

_____	_____
_____	_____

SIGNED, SEALED, AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
 Contractor

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_, by  
 \_\_\_\_\_, personally known to me or who produced as identification a  
 \_\_\_\_\_.

(Notary Ink Stamp)

\_\_\_\_\_  
 NOTARY PUBLIC, State of \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Commission No.: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**Certificate of Substantial Completion**

[Date]  
[NAME]  
[ADDRESS]

Loxahatchee River Environmental Control District  
LIFT STATION REMOTE TELEMETRY PANELS  
Substantial Completion

Dear [Name]:

On \_\_\_\_\_ the District, [PARTY NAMES] conducted a Substantial Completion Inspection for the above referenced project. The Substantial Completion inspection resulted in the attached [#] page Punchlist, containing [#] items for completion or correction. Please note per Spec Section 01700, all punch list items are to be corrected prior to Final Payment and before Final Completion is granted.

Based on the above referenced inspection, [name] has **deemed the project Substantially Complete as of [date].**

Once all of the attached punch list items have been completed or corrected, please contact our office in writing so that we can schedule a time for final inspection.

If you have any questions regarding these items, please call me at \_\_\_\_\_.

Sincerely,

[Name]  
[Title]

Enclosure: Substantial Completion Punchlist

cc: Kris Dean, LRECD  
Lenny Giacobelli, LRECD

**Certificate of Final Completion**

[DATE]  
[NAME]  
[ADDRESS]

Loxahatchee River Environmental Control District  
LIFT STATION REMOTE TELEMETRY PANELS  
**Final Completion**

Dear [Name]:

On \_\_\_\_\_ the Loxahatchee River Environmental Control District, Palm Beach County,  
\_\_\_\_\_, and \_\_\_\_\_ conducted a Final Completion  
Inspection for the above referenced project. Per our inspection, the below listed items were  
determined to be incomplete:

We have now verified that all of the Punch List Items have been completed. Please accept this  
letter for your records, that as of \_\_\_\_\_ has deemed the above  
referenced project to be fully complete and in compliance with the Contract Documents.

We are currently preparing the Final Balancing Change Order to complete the processing of your  
Final Payment Application.

If you have any questions regarding these items, please call me at \_\_\_\_\_.

Sincerely,

[Name]  
[Title]

Enclosure

cc: Kris Dean, LRECD  
Lenny Giacobelli, LRECD

**WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT:**

The undersigned lienor, in consideration of the sum of \$ \_\_\_\_\_, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through (insert date) to (insert the name of your customer) on the job of (insert the name of the owner) to the following property:

LIFT STATION REMOTE TELEMETRY PANELS

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on , (year) . (Lienor)

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
Contractor (SEAL)

\_\_\_\_\_

Attest: \_\_\_\_\_

SWORN AND SUBSCRIBED TO BEFORE ME, THIS \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_, by \_\_\_\_\_, personally known to me or who produced as identification a \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida



**WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$\_\_\_\_\_, receipt of which is hereby acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to \_\_\_\_\_ on the job of the Loxahatchee River Environmental Control District hereinafter referred to as the "District," to the following property: LIFT STATION REMOTE TELEMETRY PANELS

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_  
Contractor (SEAL)

\_\_\_\_\_ Attest: \_\_\_\_\_

SWORN AND SUBSCRIBED TO BEFORE ME, THIS \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_\_\_, by \_\_\_\_\_, personally known to me or who produced as identification a \_\_\_\_\_.

(Notary Ink Stamp)

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458  
 (561) 747-5700 FAX (561) 747-9929

CHANGE ORDER #1

DATE: \_\_\_\_\_

PROJECT NAME: LIFT STATION REMOTE TELEMETRY PANELS

OWNER: Loxahatchee River Environmental Control District

CONTRACTOR:

THE FOLLOWING CHANGES:

IUSTIFICATION:

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE: \$

Current CONTRACT PRICE \$

CONTRACT PRICE due to this Change Order  
 will be *INCREASED/DECREASED* by: \$

The New CONTRACT PRICE including  
 this Change Order will be: \$

CHANGE TO CONTRACT TIME:

The DATE OF COMPLETION of all work will be: UNCHANGED

APPROVED BY CONTRACTOR: \_\_\_\_\_  
 DATE

APPROVED BY ENGINEER: \_\_\_\_\_  
 DATE

APPROVED BY OWNER: \_\_\_\_\_  
 LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT DATE

**ARTICLE 7**

**CERTIFICATE OF DISTRICT'S ATTORNEY**

**LIFT STATION REMOTE TELEMETRY PANELS**

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, I have examined the attached Contract Documents, Surety Bonds, and the execution thereof by the parties thereto, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representative have full power and authority to execute said agreements on behalf of the respective parties named therein; and that the foregoing agreements as being legally sufficient in form constitute a binding agreement between the parties.

By: \_\_\_\_\_  
Patrick J. McNamara, Esq.  
de la Parte & Gilbert, P.A.  
Attorney for the  
LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL DISTRICT

**ARTICLE 8**  
**RESERVED**

## **SPECIAL CONDITIONS**

### **ARTICLE 9**

#### **TITLE**

- 9.01 Governing Order of Contract Documents
- 9.02 Time of Completion and Amount of Liquidated Damages
- 9.03 Reimbursement of Additional Delay Damages
- 9.04 Percentage of Progress Payments to be Retained
- 9.05 DELETED AND LEFT BLANK INTENTIONALLY
- 9.06 Surety Bonds
- 9.07 Subcontractors
- 9.08 Contractor's Insurance
- 9.09 Water Supply
- 9.10 Pipeline and Manhole Locations
- 9.11 Elevation Datum
- 9.12 Easements
- 9.13 Occupying Private Land
- 9.14 Work in State, County and Town Rights-of-Way
- 9.15 Interference with and Protection of Streets
- 9.16 Traffic Control
- 9.17 Work Adjacent to Telephone, Power, Cable TV  
and Gas Company Structures
- 9.18 Storage of Materials
- 9.19 Salvaged Materials and Excavated Materials
- 9.20 Planning Meeting
- 9.21 Alterations
- 9.22 Extra and Deleted Work
- 9.23 Extension of Time on Account of Extra Work
- 9.24 Changes Not to Affect Bonds
- 9.25 Non-Assignable
- 9.26 District Remedies
- 9.27 Contractor's Remedies

9.28	Discontinuance of Construction
9.29	Contractor's Responsibility
9.30	District's Right to Terminate
9.31	Venue, Disputes and Attorney's Fee
9.32	Coordination with District's Existing Facilities
9.33	Permits
9.34	Coordination of Construction
9.35	Field Layout of Work
9.36	Submittals
9.37	Inspection and Testing
9.38	Utilities and Services
9.39	Security
9.40	Special Controls
9.41	Field Offices, Storage and Construction Areas
9.42	Equipment and Materials
9.43	Project Closeout
9.44	Open Specifications
9.45	Spare Parts List
9.46	Applicable Standards and Codes
9.47	Copies of Plans and Specifications
9.48	Restoration – Special
9.49	Contractor Performance Reviews and Ratings

### **9.01 Governing Order of Contract Documents**

In the event of discrepancy, the interpretation of Contract Documents shall follow the order of precedence as identified in Article 1 Instruction to Bidders Section 22.

### **9.02 Time of Completion and Amount of Liquidated Damages**

Contractor agrees to commence Work on or before a date to be specified in a written Notice to Proceed. In the event Contractor does not reach Substantial Completion or Final Completion of the Work within the time specified in the Notice to Proceed, Contractor shall pay to the District as liquidated damages, and not as a penalty the amounts set forth in Article 4- Contract Section 2.

### **9.03 Reimbursement of Additional Delay Damages**

In the event Substantial Completion and Final Completion of the Work set forth in the Contract Documents and any subsequent modifications, is delayed beyond the time set forth in Article 4- Contract Section 2, Contractor shall also be responsible for Additional Delay Damages as set forth in the Article 4 - Contract Section 2.

### **9.04 Percentage of Progress Payments to be Retained**

The percentage of estimated value to be held by the District as retainage on entitled Progress Payments shall conform to the following schedule:

- a. For contracts of \$200,000.00 or less, retainage of 10% of payments claimed.
- b. For contracts over \$200,000.00, retainage of 5% of payments claimed.
- c. A cash bond or irrevocable letter of credit will be accepted if offered in lieu of cash retainage.

The above retainage reductions shall not require the District to release any amount that is the subject of a good faith dispute or a claim pursuant to Section 255.05, Florida Statutes.

The above retainage reductions shall not apply if the Project is funded, in whole or in part, with federal funds that are subject to federal grantor laws and regulations that are contrary to any provision of the Florida Local Government Prompt Payment Act.

### **9.05 DELETED AND LEFT BLANK INTENTIONALLY**

### **9.06 Surety Bonds**

Contractor, at the time of execution of the Contract, must deposit with the District a Public Construction Bond providing for the satisfactory performance and completion of the Work and providing security for payment of all persons performing labor and/or providing materials or supplies

in connection with this Contract. The bond shall be furnished in an amount equal to the amount of the contract award. The form and conditions of the bond and the surety shall be in accordance with the statutory requirements of Section 255.05(2), Florida Statutes, and are subject to the District's approval.

A maintenance bond in the amount of 50% of the contract price guaranteeing the repair of all damages due to improper materials or workmanship for a period of one (1) year after Final Completion will also be required. The maintenance bond shall be submitted with the final payment request.

The bonds shall be written by a surety company that has the following ratings based upon amount of the Contract:

<u>CONTRACT AMOUNT</u>	<u>BEST'S RATINGS</u>
\$ 25,000.00 to \$100,000.00	B+ Class V or better
\$100,000.01 to \$500,000.00	A Class VI or better
\$500,000.01 and over	A Class VII or better

The surety must be licensed to do business in the State of Florida, and the bonds must be executed by an Attorney-in-Fact for the surety company with a certified copy of its Power of Attorney attached to the bonds.

The Maintenance Bond shall remain in effect for one (1) year beyond the date of Final Completion and acceptance of the entire Work to repair any Defective Work done under the Contract Documents. The Public Construction Bond shall remain in effect to pay valid claims for payment of labor, supplies, and/or materials submitted after completion of the Work and for items covered under the performance aspect of said bond.

#### **9.07 Subcontractors**

Prior to award of the Contract, Engineer shall notify Contractor of any objection to the subcontractors proposed for the Work, and Contractor shall not employ any subcontractor with whom Engineer or District has an objection.

Contractor shall be responsible to the District for the acts and omissions of any subcontractor and any person directly or indirectly employed by a subcontractor, to the extent Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the District.

#### **9.08 Contractor's Insurance**

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. 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:	\$ 300,000
  
- 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.

#### **9.09 Water Supply**

Contractor shall, at its own expense, provide all water needed for construction purposes and for testing.

#### **9.10 Pipeline and Manhole Locations**

Pipelines and manholes will be located substantially as indicated on the Plans and Specifications, but Engineer may make such modifications in locations as may be found desirable to avoid interferences with existing structures or for other reasons.

#### **9.11 Elevation Datum**

The datum adopted by Engineer is based on National Geodetic Vertical Datum of 1929. All elevations on the Plans and Specifications refer to this datum.

#### **9.12 Easements**

The District has obtained, or will obtain, permanent easements and temporary construction easements through private property, where required. The temporary construction easements entitle Contractor to the occupancy and use of the designated area near or adjacent to the Work for purposes related to the Work.

Easements are shown on the Plans and Specifications.

Contractor will not encroach on any property unless it has been established that easements have been obtained or that the property owner has given the District permission in writing. On all other land, Contractor has no rights unless he obtains written consent from the proper parties.

### **9.13 Occupying Private Land**

Contractor shall not (except after written consent from the proper parties) enter or occupy with persons, tools, equipment or materials, any land outside the rights-of-way or property of the District. A copy of the written consent shall be given to Engineer.

### **9.14 Work in State, County, and Town Rights-of-Way**

Attention is directed to the fact that Work will be going on in County rights-of-way. The District has obtained written consent for Contractor to encroach on these rights-of-way for the Work.

Any damage to the areas within these rights-of-way shall be repaired or restored in accordance with their respective standards, specifications, latest revisions and permit requirements.

### **9.15 Interference with and Protection of Streets**

Contractor shall not close or obstruct any portion of the street, road, or private way without obtaining permits therefor from the proper authorities. During the course of the Work, if any street or private way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to Engineer.

Streets, roads, private ways, and walks not closed, shall be maintained passable by Contractor at Contractor's expense, and Contractor shall assume full responsibility for the adequacy and safety of provisions made.

Contractor shall, at least forty-eight (48) hours in advance, notify the proper authorities including, but not limited to, the police, ambulance squad, fire departments, and school district, and any other public authority with jurisdiction in writing, with a copy to Engineer, if a closure of a street is necessary. Contractor shall cooperate with the proper authorities in the establishment of alternate routes. Contractor shall provide adequate detour signs, plainly marked and well lit, in order to minimize confusion. All expenses of street closure shall be the responsibility of Contractor.

Contractor shall, when required by Engineer, schedule its Work so as to interfere as little as possible with the operations of adjacent users and to minimize loss of access by public or private agencies to their place of business.

### **9.16 Traffic Control**

For control of traffic, Contractor shall provide an adequate number of flagmen in accordance with the latest revisions of the Florida Department of Transportation specifications. Contractor shall bear the costs of employing such flagmen.

### **9.17 Work Adjacent to Telephone, Power, Cable TV and Gas Company Structures**

In all cases where Work is to be performed near telephone, power, water, cable TV, or gas company facilities, Contractor shall provide written notification to the respective companies of the areas in which Work is to be performed, within a minimum of forty-eight (48) hours prior to any Work in these areas. Contractor shall comply with all applicable regulations of the State of Florida regarding

the location of underground facilities prior to excavating any area (Sunshine State-One Call of Florida).

#### **9.18 Storage of Materials**

Suitable storage facilities shall be furnished by Contractor. All materials, supplies and equipment intended for use in the Work shall be stored by Contractor to prevent damage from exposure, contamination by foreign substances, or vandalism. Engineer shall not accept, or sample for testing, materials, supplies or equipment that have been improperly stored. Materials found unfit for use shall not be incorporated in the Work and shall immediately be removed from the construction or storage site.

#### **9.19 Salvaged Materials and Excavated Materials**

In the absence of special provisions to the Contract, salvage materials, equipment or supplies excavated during the course of the Work are the property of the District and shall be cleaned and stored as directed by Engineer.

All excavated materials needed for backfilling operation shall be stored on site. Contractor shall take the appropriate steps to secure any necessary additional area for stockpiling. Contractor shall include in its bid price the removal of such material from site to an area designated by Engineer. The haul distance shall not exceed six (6) miles each way. All excess materials not wanted by the District shall be hauled and disposed of at an approved site, at Contractor's expense.

#### **9.20 Pre-Construction Meeting**

Within ten (10) calendar days after the execution of the Contract and prior to start of construction, a planning meeting will be scheduled by Engineer which must be attended by Contractor. This conference will include representatives of Contractor, Engineer, the District, local utilities, regulatory agencies, other contractors performing Work in the area for the District, and any other party that the District may deem as necessary for the orderly performance of the Contract. However, this does not relieve Contractor of the responsibility of contacting local utilities and any other necessary agencies as the circumstances may require. At this meeting the parties shall coordinate the sequence of construction.

#### **9.21 Alterations**

Engineer may make alterations in the line, grade, plan, form, dimensions, or materials of the Work or any part thereof, either before or after the commencement of construction of the Work. If such alterations increase or diminish the quantity of Work to be done, compensation for increased Work shall be made at the Contract Unit Prices or under the item for extra Work. For decreased Work, Contractor shall allow the District a credit based on the Contract Unit Prices or by such other means as determined by Engineer. If such alterations diminish the quantity of Work to be done, they shall not warrant any claim for damages or for anticipated profits on the Work that is eliminated.

#### **9.22 Extra and Deleted Work**

Contractor shall perform any unforeseen additional Work necessary to the proper completion of the Contract and not otherwise provided for herein, when and as ordered in writing by Engineer and approved by the District ("Extra Work"). For Extra Work, Contractor shall be compensated either:

- a. At the price agreed upon before the Extra Work is commenced and named in the order for the Work, or
- b. If Engineer so elects, for the reasonable cost of said Work, as determined by Contractor and approved by Engineer, plus a percentage of such cost, as set forth below, or
- c. At the unit price indicated in the Contract.

Contractor must submit written notification to Engineer within fifteen (15) days of any event Contractor claims to result in a change in the Scope of the Work or in Extra Work, and Contractor shall quantify such change within thirty (30) days of the event. The District shall provide a response to the Contractor within thirty (30) days from receipt of Contractor's quantification of the change. The cost of Extra Work performed shall include the cost to Contractor of materials used, equipment installed, common and skilled labor and foremen, and the fair rental price of all machinery used on the Extra Work for the period of such use.

At the request of Engineer, Contractor shall furnish itemized statements of the cost of the Work ordered and give Engineer access to all accounts, bills, and vouchers relating thereto.

Contractor may include in the cost for Extra Work the amounts of additional premiums paid to obtain and maintain the required insurance on account of such Extra Work, including but not limited to: Social Security or other direct assessments upon Contractor's payroll by Federal or other properly authorized public agencies; and other approved assessments made by Contractor directly to Contractor's employees, which are recognized to be part of the cost of doing Work.

Compensation for the rental of machinery used for Extra Work shall be based upon an appropriate fraction of the approved monthly rate schedule. The cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the compensation for rental property provided; however, compensation for rental property shall only apply to machinery or equipment used for Extra Work and not already required to be furnished under the terms of the Contract.

Contractor shall not include in the cost of Extra Work, any cost or rental of small tools, buildings, or any portion of the time of Contractor, its superintendent, or its office and engineering staff.

Contractor may add up to fifteen percent (15%) to the cost of Extra Work done by Contractor's own forces to cover its overhead allowance for use of capital the premium on the Bond as assessed upon the amount of this extra Work, and profit.

Where Extra Work done is performed by a subcontractor, the subcontractor shall compute the cost for the Extra Work, as stated above plus fifteen percent (15%). Contractor shall be allowed an additional five percent (5%) of the subcontractor's charge for the Extra Work to cover the cost of Contractor's overhead, use of capital, the premium on the Bonds as assessed upon the amount of this Extra Work, and profit.

If Extra Work is done, Contractor and/or subcontractor shall keep daily records of such Extra Work. The daily record shall include the names of persons employed, hours worked, materials and equipment incorporated, and machinery used, if any, in the execution of such Extra Work. This daily record shall be signed by Contractor's authorized representative and approved by Engineer, verifying that such Work has been done. A separate daily record shall be submitted for each Extra Work order.

Notwithstanding anything contained herein the markup to Contractor and/or subcontractor, for overhead, profit, use of capital, and the premium on the Bonds as the same relates to Extra Work within the scope of Section 01020 of the Technical Specifications, shall not exceed twenty percent (20%).

### **9.23 Extension of Time on Account of Extra Work**

When Extra Work is ordered at any time during the progress of the Work which requires, in the opinion of Engineer, an unavoidable increase of time for the completion of the Contract, additional time shall be certified in writing by Engineer.

### **9.24 Changes Not To Affect Bonds**

It is distinctly agreed and understood that any changes made in the Plans and Specifications for this Work (whether such changes increase or decrease the amount thereof) of any change in the manner of time of payments made by the District to Contractor shall in no way annul, release, or affect the liability and surety on the bonds given by Contractor.

### **9.25 Non-Assignable**

Neither the Contract Documents, nor any monies due hereunder, or any part thereof, shall be assigned, transferred, or sublet by Contractor; nor shall the District be liable to any assignee or transferee, or sub-lessee, without the written consent of the District. Any assignment, transfer, or sublease, shall not release or discharge Contractor from any obligation hereunder.

### **9.26 District Remedies**

If Contractor defaults or neglects to carry out any of its obligations under this Contract, or should liens be filed, bills of sale, conditional bills of sale, chattel mortgages, assignments of this Contract without the consent of Contractor, or orders for the payment of money for materials or labor or either, or should Contractor become insolvent or file Bankruptcy, the District shall have the right, in addition to any other rights and remedies provided by law, to (a) perform and furnish through itself or through others any such labor or materials for the Work and to deduct the cost thereof from any money due or to become due to Contractor for all or any portion of the Work; (b) enter upon the premises and take possession for the purpose of completing the Work of all equipment, scaffolds, tools, appliances, and any other items thereon; and (c) to employ any person or persons to complete the Work and provide all labor services, materials, equipment, and other items required therefor. In case of such termination of the employment of Contractor, Contractor shall not be entitled to receive any further payment under this Contract. However, if the unpaid balance of the amount to be paid under this Contract shall exceed the cost and expense incurred by the District in completing the Work, such excess shall be paid by the District to Contractor; but if such cost and expenses shall exceed the unpaid

balance, Contractor shall promptly pay the difference to the District on demand. Said cost and expense shall include not only the cost of completing the Work to the satisfaction of the District and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but all losses, damages, costs and expenses including attorney's fees sustained, incurred, or suffered by reason of or resulting from Contractor default, or by reason for litigation over this Contract.

#### **9.27 Contractor's Remedies**

If the District fails to make a payment as provided for in the Contract Documents for a period of thirty (30) days after the date the payment is due, through no fault of Contractor, Contractor may, upon seven (7) additional days' written notice to the District terminate the Contract and recover from the District payment for Work executed including reasonable overhead and profit and costs incurred by reasons of such termination.

#### **9.28 Discontinuance of Construction**

Contractor agrees and guarantees to perform the above mentioned Work in accordance with the terms herein, irrespective of any strikes, lockouts, or stoppages and Contractor shall not employ persons, means, materials, or equipment which may cause strikes, Work stoppages, or any disturbances by workmen employed by Contractors.

In the event the District is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppages of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the District's control, or for any reasons whatsoever, then the District herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail for such intention to Contractor herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the District herein shall be liable only for the Work completed up to the cancellation or suspension without the addition of prospective profits or other charges whatsoever.

#### **9.29 Contractor's Responsibility**

It is specifically agreed, that all materials shall be supplied and Work shall be done in accordance with the rules, requirements, regulations and directives of various Building Departments, other State, County, or Town departments having jurisdiction over the same; mortgagees, if any; and the Federal Housing Administration or the Veteran's Administration, or their Bureaus, Agencies, Subdivisions, or Agencies or any other governmental bureau, agency, or department interested in this job directly or indirectly.

Contractor shall, at its own cost, obtain all necessary permits, licenses, inspections and certificates pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, orders, notices and requirements, whether or not provided by the Plans, Specifications, General Conditions or other Contract Documents without additional expense to the District. Contractor shall also be responsible for and correct at its own cost and expense, any violations thereof resulting from and in connection with its performance of its Work. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction



selected by Contractor or the safety precautions and programs incident to the Work of Contractor. Engineer's efforts will be directed toward providing assurance for the District that the completed Project will conform to the Contract Documents, but Engineer shall not be responsible for the failure of Contractor to perform the construction Work in accordance with the Contract Documents.

Engineer shall have the authority to reject Work which does not conform to the Contract Documents, and shall have authority, but not the obligation, to stop the Work in the event of any unsafe conditions or unsafe practices on the part of Contractor, any subcontractor or any of their employees. Engineer's ability to stop the Work shall not affect Contractor's liability for the existence of unsafe conditions or practice.

### **9.30 The District's Right to Terminate**

The District may terminate this Contract and take possession of all or some of Contractor's materials, tools, equipment and appliances and complete the Work by any means the District deems fit if any of the following occur: if at any time there shall be filed by or against Contractor in any court a petition in bankruptcy, insolvency, for reorganization, or for the appointment of a receiver or trustee of all or a portion of Contractor's property, where Contractor fails to secure a discharge within thirty (30) days of any such petition; if Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors; if Contractor fails to prosecute the Work properly, fails to complete the Work entirely on or before any date established for partial or final completion; fails to make prompt payment to subcontractors, for materials or labor; or without limitation, fails to perform any provisions of this Contract. The District may terminate this Contract by giving Contractor seven (7) calendar days prior written notice of any such default to Contractor. Such termination shall be without prejudice to any other remedy that the District may have. In case of termination, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed (1) the expense of completing the Work including compensation for additional managerial and administrative services, plus (2) the District's losses and damages because of Contractor's default, such excess shall be paid to Contractor. If such expense, plus the District's losses and damages shall exceed such unpaid balance, Contractor shall pay the difference to the District promptly on demand.

The District may terminate this Contract without cause by giving seven (7) calendar days prior written notice to Contractor, and in such event, the District will pay Contractor for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the date of termination. The District also will reimburse Contractor for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by Contractor, not including overhead, general expenses or profit. The District will not be responsible to reimburse Contractor for any continuing contractual commitments to subcontractors or materialmen or penalties or damages for canceling such contractual commitments inasmuch as Contractor shall make all subcontracts and other commitments subject to this provision.

In the event of termination by the District, the District may require Contractor promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the District may in its sole discretion, choose to take by assignment, and in such event Contractor shall promptly execute and deliver to the District written assignments of the same.

The District may, at any time, terminate the Contract for the District's convenience and without cause. Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination

### **9.31 Venue, Disputes and Attorney's Fees**

This Contract shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Contract is fixed in Palm Beach County, Florida.

Contractor and the District agree that prior to instituting any litigation for damages under this Special Conditions Section 9.31, the parties shall conduct a non-binding mediation to attempt to resolve their dispute. In the event the parties cannot agree upon a mediator, each party shall select a mediator and such mediators shall select a third mediator who shall serve as the mediator for the dispute. In the event such mediation does not occur within thirty (30) days of a written request of either party, the parties shall be free to pursue litigation without first conducting mediation.

In any dispute arising out of the Contract Documents and/or relating to the Work, the Prevailing Party shall be entitled to recover all costs and expenses incurred, including, without limitation, attorneys' and paralegals' fees and costs whether before suit is filed, after suit is filed, on any appeal, and in any bankruptcy proceedings.

### **9.32 Coordination with District's Existing Facilities**

Contractor shall cooperate and coordinate its activities with those of the District when connecting to the existing District facilities, while working on the District plant site, and as specified in the Contract Documents.

The District has adopted a Standard Operating Procedure (SOP) for System Shutdowns and Bypass included in the Appendix and made part of this Contract. The Contractor is responsible for compliance with the SOP including planning all work requiring system shutdowns and/or bypasses to be completed within the Low Risk Holding Time and the Contractors Wastewater Management/Spill Response Plan. Details required for this compliance are included in the Appendix including the allowable duration of the shutdown or bypass (low risk holding time), the location of the isolation facilities, required facility information to determine residual wastewater volume disposal requirements and disposal locations, anticipated continuous flow the Contractor may expect and other pertinent information.

The Contractor is also responsible for all costs associated with the Emergency Operation Measures should these be implemented due to negligence on the Contractor's part or failure of the Contractor to perform the work within the allowed time frame.

### **9.33 Permits**

Unless otherwise identified in Section 01000 of the Technical Specifications, Contractor shall be responsible for obtaining any and all permits (i.e. building permits) necessary for the Work under this Contract and pay the costs thereof, said permits may be included as part of the Contract Documents. If differences between the specifications and conditions of the permits exist, the permits shall govern.

### **9.34 Coordination of Construction**

#### **A. General**

Contractor shall be responsible for the maintenance of utility operations during construction as specified in the Section 01500 of the Technical Specifications.

#### **B. Temporary Facilities**

District personnel must have ready access at all times to all existing structures. Temporary facilities shall include any equipment, materials, controls, services and accessories temporarily needed for access to, and for protection of all existing structures and equipment, and to maintain an operating system, in accordance with the provisions of these Specifications.

The size or capacity of the temporary facility shall generally be equal to the size or capacity of the facility replaced, unless otherwise indicated on the Contract Plans and Specifications or otherwise directed and approved by the District. All temporary facilities shall be removed when they are no longer required unless otherwise agreed upon in writing. To substitute an unscheduled temporary facility for an existing or new facility, Contractor shall prepare and submit a plan and description of the proposed temporary facility to the District. Upon receipt of the written approval of the District, Contractor shall then submit the notification of intent to commence Work.

#### **C. Coordination with District Personnel**

Before commencing Work involving removing or placing in operation existing or new facilities, Contractor shall notify the District in writing at least thirty (30) calendar days in advance in writing. The District shall be responsible for removing facilities from operation. Only the District can authorize the shutdown of any portions of the sanitary system. Contractor shall, under no circumstances, interfere with any existing lift station or collectionsystem.

### **9.35 Field Layout Work**

All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Plans and Specifications or as directed by Engineer. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to Engineer for interpretation or correction.

All survey Work for construction control purposes shall be made by Contractor at its expense as set forth in General Conditions Section 10.11.

Contractor shall establish all base lines for the location of the principal component parts of the Work together with benchmarks and batter boards adjacent to the Work. Based upon the information provided by the Contract Plans and Specifications, Contractor shall have the responsibility to carefully preserve the benchmarks, reference points and stakes. In case of destruction thereof by

Contractor or resulting from its negligence, Contractor shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such marks, reference points, and stakes.

Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal causes of construction shall be reestablished by Contractor; and all reference ties recorded therefore shall be furnished to Engineer. All computations necessary to establish the exact position of the Work shall be made and preserved by Contractor.

### **9.36 Submittals**

#### **A. Progress Schedule**

Prior to executing the Contract, but after the award of the Contract to the Successful Bidder, the Successful Bidder shall prepare and submit the proposed progress schedule to Engineer for review and comments. The schedule shall be prepared using Oracle - Primavera P6. The contractor shall supply the electronic Primavera P6 schedule and a PDF copy of the Primavera P6 gantt chart.

The schedule shall be prepared using the Critical Path Method ("CPM") and shall depict in detail the proposed sequence of the Work and identifying construction activities for each structure, collection, transmission, or treatment facility. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the Work in order to complete the Project within the Contract time.

Contractor shall revise the progress schedule to reflect Engineer's comments prior to approval.

An updated schedule shall be submitted monthly with each Progress Payment Application depicting progress to the last day of the month. Subsequent changes to the schedule shall be accompanied by a letter of explanation with appropriate references and revision dates on the schedule.

#### **B. Operation and Maintenance Instruction for all Valves and Mechanical Devices**

##### **1. Individual Instructions**

When required by Engineer, Contractor, through manufacturer's representatives, shall provide instruction to the District's designated employees regarding the operation and care of all equipment furnished by Contractor and installed hereunder.

##### **2. Written Instructions**

When required by Engineer, Contractor shall furnish and deliver to Engineer, prior to final payment, six (6) complete sets of instructions, technical bulletins, and any other printed matter such as diagrams, prints or drawings, containing full information required for the proper operation, maintenance, and repair of all Contractor furnished equipment. Included in this submission shall be a spare parts diagram and complete spare parts list. The information provided shall include a source of replacement parts and names of service representatives,

including addresses and telephone numbers. Extensive pictorial cuts of equipment are required for operator reference in servicing. These requirements are a prerequisite to the operation and acceptance of equipment. Each set of instructions shall be bound together in appropriate three-ring binders. A detailed table of contents shall be provided for each set. Written operation and maintenance instructions shall be required for all equipment items supplied for this Project. The amount of detail required shall be commensurate with the complexity of the equipment item.

Information not applicable to the specific piece of equipment installed on this Project shall be removed from the submission.

When written instructions include shop drawings and other information previously reviewed by Engineer, only those editions thereof which were accepted by Engineer, and which accurately depict the equipment installed, shall be incorporated in the instructions.

C. Maintenance and Lubrication Schedules

When required by Engineer, Contractor shall furnish complete Equipment Maintenance and Lubrication Schedules for each piece of mechanical equipment such as valves, gates, etc. The complete forms (six copies), as provided in Section 01300 entitled "Submittals" of the Technical Specifications shall be submitted along with the shop drawings and included with the furnished O&M Manuals.

D. Schedule of Values

Contractor shall submit as a shop drawing a Schedule of Values for Engineer's review at the Pre-Construction Meeting. The Schedule of values shall contain the installed value of the component parts of the Work for the purpose of making progress payments during the construction period. The Schedule shall provide sufficient detail for the proper identification of Work accomplished. Each item shall include its proportional share of all costs, including Contractor's overhead contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract. For payments on acceptable stored material items, Contractor shall also submit a separate list covering the cost of materials, delivered, and unloaded at the project site along with delivery invoices with taxes paid. Stored materials will be paid for items to be used within thirty (30) days of delivery. In addition, the listing shall also include the installed value of the item with coded reference to the Work items in the Schedule of Values.

Contractor shall expand or modify the above schedule and materials listing as required by Engineer's initial and subsequent reviews.

E. Schedule of Payments

Contractor shall submit a Schedule of Payments at the Pre-Construction meeting to be approved by the District. The Schedule of Payments shall contain Contractor's expected Progress Payment values throughout the construction period, for the purpose of assuring that the District will have sufficient monies available to make payments in the expected amounts

for each payment period. Contractor shall provide an updated Schedule of Payments with each Progress Payment Application.

**F. Contractor's Shop and Working Drawings**

Contractor shall submit shop and Work drawings in accordance with General Conditions Section 10.07.

**9.37 Inspection and Testing**

The Contractor shall employ and pay for the services of an independent test laboratory for specified testing.

The Work or actions of the testing laboratory shall in no way relieve Contractor of its obligations under the Contract. The laboratory testing Work shall include such inspections and testing required by the Contract Document, existing laws, codes, ordinances, etc. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform or approve any of Contractor's Work.

Contractor shall allow Engineer ample time and opportunity for testing materials and equipment to be used in the Work. Contractor shall advise Engineer promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for inspection before shipment from place of manufacture. Contractor shall at all times furnish Engineer and Engineer's representatives, facilities including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship. Contractor must anticipate that possible delays may be caused in the execution of the Work due to the necessity of materials and equipment being inspected and accepted for use. Contractor shall furnish, at Contractor's own expense, all samples of materials required by Engineer for testing. Contractor shall make its own arrangements for providing water, electric power, or fuel for the various inspections and tests of structures and equipment.

Contractor shall furnish the services of representatives of the manufacturers of certain equipment, as prescribed in other sections of the Specifications. Contractor shall also place orders for such equipment on the basis that, after the equipment has been tested prior to Final Completion of the Work; the manufacturer will furnish the District with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by Contractor, unless otherwise specified in writing.

The Contractor will pay the cost of all tests, inspections, or investigations undertaken by the order of Engineer for the purpose of determining conformance with the Contract Documents if such tests, inspections, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by Engineer as a result of such tests, inspections, or investigations, Contractor shall bear the full cost thereof or shall reimburse the District for said cost. The cost of any additional tests and investigations, which are ordered by Engineer to ascertain subsequent conformance with the Contract Documents, shall be borne by Contractor.

### **9.38 Utilities and Services**

#### **A. General**

Contractor shall provide for utilities and services for its own operations, as well as field offices. These shall include electrical power, water, ventilation, sanitary facilities and telephone service. Contractor shall furnish, install and maintain all temporary utilities during the Contract period including removal upon completion of the Work. Such facilities shall comply with regulations and requirements of the National Electrical Code, OSHA, Florida Power and Light, and applicable Federal, State, and local codes, etc.

#### **B. Temporary Power**

Contractor shall arrange with Florida Power and Light for construction period service and pay all costs for the work and power. In addition to providing for a safe construction period distribution system, Contractor shall provide a safe and adequate artificial lighting system for work areas which do not have sufficient natural light. Temporary lighting shall be maintained during non-working periods if the area is subject to access by the public or plant personnel. Contractor shall furnish all electrical or other power required for construction, testing and trial operation prior to final acceptance by the District or at the time of Beneficial Occupancy.

#### **C. Permanent Power**

Utility charges for power consumed by permanent electrical facilities used for normal operations and maintenance of the treatment plant will be paid by the District.

#### **D. Temporary Water**

Contractor shall pay for all water used for construction, flushing, testing and temporary sanitary facilities. Contractor shall provide and maintain all piping, fittings, adapters, and valves required.

#### **E. Temporary Ventilation**

Contractor shall provide and maintain adequate ventilation for a safe working environment. In addition, forced air ventilation shall be provided for the curing of installed materials, humidity control and the prevention of hazardous accumulations of dust, gases or vapors.

#### **F. Temporary Sanitary Facilities**

Contractor shall provide and maintain adequate and clean sanitary facilities for the construction work force and visitors. The facilities shall comply with local codes and regulations and be situated at approved locations.

### **9.39 Security**

Contractor shall employ watchmen and security guards in its sole discretion, as it deems necessary to

protect the job site against vandalism, burglary, theft, trespassing, etc. Contractor shall care for and protect against loss or damage all material to be incorporated in the construction, including but not limited to, the existing plant structures, equipment and materials for the duration of the Contract, shall repair or replace damaged or lost materials and damaged structures at no additional cost to the District.

Contractor shall be responsible for providing, maintaining and securing gates used for construction purposes for the duration of the Project.

#### **9.40 Special Controls**

##### **A. Chemicals**

All chemicals used during Project construction or furnished for testing or Project operation, whether herbicide, pesticide, disinfectant, polymer, reactant of other classification, must be approved by either EPA or HUD. The handling, use, storage and disposal of such materials, containers or residues shall be in strict conformance to the manufacturer and/or supplier's instructions. Unless otherwise authorized, such materials shall be kept in secured storage. Copies of antidote literature shall be kept at the storage site and at Contractor's job site office. A supply of antidotes shall be kept at Contractor's office.

##### **B. Dust**

During construction Contractor shall, by the application of water and/or calcium chloride or other means, approved by Engineer, eliminate dust annoyance to adjacent property owners, business establishments, and all vehicular traffic. Contractor shall take all protective measures, to the satisfaction of Engineer, necessary to ensure that dust and debris do not enter any adjacent property or roadway. Contractor shall be responsible for the cleanup of existing property and roadways which have become soiled due to lack of proper dust control as determined by Engineer.

##### **C. Noise**

Noise resulting from Contractor's Work shall not exceed the noise levels and other requirements stated in local ordinances. Contractor shall be responsible for curtailing noise resulting from its operation. Contractor, upon written notification from Engineer or the noise control officers, shall make any repairs, replacements, adjustments, additions to and/or furnish mufflers when necessary to fulfill noise level requirements.

##### **D. Erosion Abatement and Water Pollution**

It is imperative that any Contractor dewatering operation does not contaminate or disturb the environment of the properties adjacent to the plant. Contractor shall, therefore, schedule and control its operations to confine all runoff water from disturbed surfaces, and water from dewatering operations that becomes contaminated with lime, silt, muck, and other deleterious matter, fuels, oils, bitumens, calcium chloride, chemicals and other polluting materials.

Contractor shall construct temporary stilling basin(s) of adequate size and provide all



necessary temporary materials, operations, and controls including, but not limited to, filters, coagulants, screens, and other means necessary to attain the required discharge water quality.

Contractor shall be responsible for providing, operating, and maintaining materials and equipment used for conveying clear water to the point of discharge. All pollution prevention procedures, materials, equipment and related items shall be operated and maintained until such time as the dewatering operation is discontinued. Upon the removal of the materials, equipment and related items, Contractor shall restore the area to the existing condition prior to commencing the Work.

E. Pests and Rodents

Contractor shall be responsible for maintaining the job site free from litter, rubbish and garbage. Contractor shall provide containers for the disposal of garbage and other materials that attract and are breeding places for pests and rodents. Contractor shall, at its expense, provide the services of an exterminator on a periodic basis to inspect the job site and to provide services as required to control pests and rodents.

F. Periodic Clean-Up; Basic Site Restoration

During construction, Contractor shall regularly remove from the site all accumulated debris and surplus materials of any kind which result from the construction. Unused equipment and tools shall be stored at Contractor's yard or base of operations for the Project.

Contractor shall perform the clean-up Work on a regular basis and/or as frequently as ordered by Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such site restoration shall also be accomplished, when ordered by Engineer, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

Upon failure of Contractor to perform periodic clean-up and basic restoration of the site to Engineer's satisfaction, Engineer may, upon five (5) calendar days prior written notice to Contractor, employ such labor and equipment as he deems necessary for the purpose, and all costs resulting therefrom shall be charged to Contractor and deducted from any amounts of money that may be due it.

**9.41 Storage and Construction Areas**

A. Storage and Construction Areas

Contractor shall confine its construction operations within the Contract limits shown on the Plans and Specifications and/or property lines and/or fence lines. All on-site Contractor Staging Areas shall be confined to designated areas as shown on the Plans and Specifications. Any additional staging and storage areas required by Contractor shall be provided by Contractor.

Contractor shall be solely responsible for the protection and safekeeping of equipment and

materials at or near the sites. No claim shall be made against the District for any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, Contractor shall immediately move such equipment or materials. No equipment or materials shall be placed upon the District's property until written approval has been received from the District.

Upon completion of the Contract, Contractor shall remove from the staging areas all equipment, fencing, surplus materials, rubbish, etc., from the construction, storage, and staging areas, and restore the areas to their original condition.

#### **9.42 Equipment and Materials**

##### **A. General**

All equipment, materials, instruments or devices incorporated in this Project shall be new and unused, unless indicated otherwise in the Contract Documents or in writing signed by the District and Contractor. All equipment, materials, instruments or devices shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for the use as identified for this Project for, at least five (5) years.

Equipment and materials to be incorporated in the Work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the Work, and they shall be delivered as nearly as feasible in the order required for executing the Work.

Contractor shall protect all equipment and materials from deterioration and damage. The equipment and materials shall be handled and stored by the manufacturer, fabricator supplier and Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, damage or theft of any kind whatsoever. Any equipment exhibiting any of the above, shall be removed and replaced at Contractor's expense; such expense shall include both labor and materials.

##### **B. Storage**

Contractor shall store its equipment and materials in accordance with Special Conditions Section 9.18, Storage of Materials, at the job site in accordance with the manufacturer's recommendations and as directed by Engineer. Contractor shall not store unnecessary materials or equipment on the job site and shall prevent any structure from being overloaded or kept in a condition that would endanger the safety of others. Contractor shall enforce the instructions of the District and Engineer regarding the posting of regulatory signs for loading structures, fire safety, and smoking areas.

##### **C. Handling and Maintenance**

The manufacturer's storage instructions shall be carefully followed and any deviations shall be approved by the manufacturer in writing with a copy to Engineer. Equipment with moving parts, such as gears, electric motors, etc., and/or instruments, control panels, and switch gears, shall be stored in a temperature and humidity controlled building until the equipment is to be

installed, and such equipment shall be rotated per the manufacturer's recommendations while in storage and during the period between installation and acceptance of the Work.

The equipment shall be stored fully lubricated unless otherwise instructed by the manufacturer. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance of the Work. New lubricants shall be put into the equipment at the time of acceptance of the Work.

Equipment with electric motors having space heaters shall have the space heaters energized unless stored in a temperature and humidity controlled building. Space heaters shall be energized at the time of installation and maintained until acceptance of the equipment.

### **9.43 Project Closeout**

#### **A. General**

As construction of the Project enters the final stages of completion, Contractor shall, in accordance with the requirements set forth in the Contract Documents, attend to or have already completed the following items:

1. Schedule equipment manufacturer's visits to site.
2. Calibrate instruments and controls.
3. Required testing of Project components.
4. Schedule facilities start-up and initial operation.
5. Schedule and furnish skilled personnel during initial facilities operation.
6. Correct and/or replace Defective Work, including completion of items previously overlooked or Work which remains incomplete, all as evidenced by Engineer's "Punch List".
7. Attend to any other items listed herein or brought to Contractor's attention by Engineer.

#### **A. Substantial Completion**

Items to be completed and provided prior to issuance of Substantial Completion shall include but not be limited to the following:

1. All equipment mfg. visits to the site
2. Startup tests completed and documentation provided to the Engineer
3. All instruments and controls calibrated and tested
4. All components of the Project successfully tested
5. Instruction provided to personnel on operation of equipment as required by the Technical Specification.
6. Project and its constituent pieces must be fully operational in accordance with Contract requirements and permits.
7. Restore areas disturbed by construction activities.

## B. Cleaning and Restoration

Before the Final Completion of the Project, Contractor shall accomplish the cleaning and final adjustments of the various facility components as specified in the Specifications, including:

1. Clean and lubricate all finish hardware after adjustment for proper operation.
2. Touch up marks or defects in painted surfaces and touch up any similar defects in factory finished surfaces.
3. Remove all stains, marks, fingerprints, soil, spots, and blemishes from all finish surfaces.
4. Restore all areas disturbed by construction operations to conditions equal to or better than that which existed prior to the Work.

## D. Project Record Drawings and Documents

Contractor shall keep a set of drawings at the jobsite. As-built plans shall be submitted for Work completed at the end of each pay period. The payment application will not be processed until the as-built plans are approved by Engineer. Contractor shall be held responsible for the accuracy of such data, and shall bear any costs incurred in finding utilities as a result of incorrect data furnished by Contractor.

Before the Final Completion of the Project, Contractor shall submit to Engineer (or to the District if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete, or unacceptable items, as determined by Engineer or the District, shall constitute grounds for withholding Final Payment to Contractor. A partial list of such items appears below, but it shall be Contractor's responsibility to submit any other items which are required in the Contract Documents:

1. Test results of Project components.
2. Performance affidavits for equipment.
3. Operation and maintenance instructions or manuals for equipment.
4. Month-to-month records containing all deviations from the Plans and Specifications, Addenda, and Modifications of Shop drawings. Such records shall be prepared from record drawings showing correct and accurate changes and deviations from the Work made during construction so as to reflect the Work as it was actually constructed. These drawings shall conform to recognized standards of drafting, be neat, legible and be on Mylar or other approved reproducible material. Contractor shall secure and pay for the services of a registered land surveyor for a final survey at every 100 feet of the location of the pipeline upon completion of construction. Signed and sealed "As Built" record drawings showing pipe location, slopes, depths of cover, offsets, and location of all fittings, valves, manholes, and all related appurtenances shall be submitted to Engineer. Missing, incomplete or inaccurate drawings as specified herein and as determined by Engineer, shall constitute grounds for withholding final payment to Contractor.
5. In addition to items specified under Article 4 Section 6 of the Contract, all technical documentation as specified elsewhere in the Contract Documents and particularly in the Technical Specifications.

E. Grease, Oil and Fuel

All grease, oil, and fuel required for testing of equipment shall be furnished by Contractor. Contractor shall also furnish a one (1) year's supply of lubricants including grease and oil in the type recommended by the manufacturer for each item of equipment supplied.

F. Touch-Up and Repair

Contractor shall touch-up and repair damage to all field painted and factory finished equipment. Touch-up of equipment, panels, etc. shall match as nearly as possible to the original finish. If in the opinion of Engineer the touch-up Work is not satisfactory, Contractor shall repaint the item.

G. Chemicals

All chemicals required for testing of equipment or the process shall be furnished by Contractor. Contractor shall also furnish chemicals for the District's use where specified.

H. Closeout and Punch Lists

Contractor shall notify Engineer and the District in writing when the Work has reached Substantial Completion. Engineer will make an inspection of the Project for the purposes of determining the Work has reached Substantial Completion and for discovering and developing a list of Work not found acceptable and requiring cleaning, repair or replacement ("Punch List"). If Engineer determines the Project to be substantially complete, Engineer shall issue the Certificate of Substantial Completion. If the Project has an estimated cost of less than \$10 million, the Punch List shall be developed within thirty (30) days following actual Substantial Completion of the Project. If the Project has an estimated cost of more than \$10 million, the Punch List shall be developed within sixty (60) days following actual Substantial Completion of the Project. The Punch list shall be delivered to Contractor within five (5) days of the development of the Punch List. The Final Completion date shall not be less than thirty (30) days following delivery of the Punch List.

Upon receipt of the Punch List, Contractor shall perform all work necessary to complete the Punch List. Work that has been inspected and accepted by Engineer shall be maintained by Contractor, until Final Completion of the entire Project. Upon completion of the items on the Punch List, Contractor shall notify Engineer in writing that the Project is ready for inspection. This procedure will continue until the entire Project is accepted by Engineer. "Final Payment" will not be processed until the entire Project has been accepted by Engineer in writing by issuance of the Certificate of Final Completion and all of the requirements in Special Conditions Section 9.43 D. - Project Record Drawings and Documents have been satisfied. Contractor's acceptance of final payment from the District shall constitute a full waiver and release by Contractor of all claims against the District arising out of or relating to the Project or Work.

Final cleaning and repairing shall be scheduled upon completion of the Project.

I. Partial Utilization

Prior to the completion of the Project, it may be necessary to place into service various facilities, structures, equipment and processes in accordance with the Sequence of Operation and Construction. Whenever a structure, equipment, or process has been completed and tested, Contractor shall notify Engineer that it is ready for inspection. Any Work not found acceptable will be noted on the "Punch List." Whenever Contractor has completed the Work and it has been accepted by Engineer, the District shall take possession, operate and maintain the facility, and equipment warranties begin ("Partial Utilization"). Partial Utilization shall not constitute Substantial Completion.

#### J. Tools and Spare Parts

##### 1. Tools

Any special tools (including grease guns or other lubricating devices) which may be necessary for the adjustment, operation, and maintenance of any equipment shall be furnished with the respective equipment. Contractor shall furnish a complete list of tools and instructions for their use, recommended by the manufacturer or supplier with the Shop Drawing Submittal.

##### 2. Spare Parts

Spare parts for equipment shall be furnished where indicated in the equipment specifications and/or as recommended by the equipment manufacturer. Spare parts shall be identical and interchangeable with original parts. Parts shall be supplied, prepared for storage, in clearly identified containers, except large or bulky items which may be wrapped in polyethylene.

The parts shall be stored separately in a locked area, maintained by Contractor, and shall be delivered to the District at a location designated by the District. Contractor shall furnish an inventory listing all spare parts in the form included herein for each piece of equipment.

#### K. Start-Up and Field Instructions

The bid prices for the equipment furnished by Contractor shall include the cost of competent manufacture representatives of all equipment to supervise the installation, adjustment and testing of the equipment and to instruct the District's operating personnel in their operation and maintenance of all equipment. The supervision may be divided into two or more time periods as required by the installation program or as directed by Engineer.

The manufacturer's representatives shall certify in writing that the installation and testing of the equipment has satisfactorily been completed and that the equipment is ready for operation and the District's operating personnel have been instructed in the operation, maintenance, and lubrication of the equipment.

Contractor shall provide the services of the manufacturer's representative(s) for additional time as required should difficulties arise in the operation of the equipment due to the manufacturer's design or fabrication of the equipment or faulty installation by Contractor.

This additional service shall be provided at no cost to the District for the duration of the Contract and one (1) year maintenance period.

**L. Final Clean-Up and Site Restoration**

Before finally leaving the site, Contractor shall wash and clean all exposed surfaces which have become soiled or marked. Contractor shall remove from the site of the Work all accumulated debris and surplus materials of any kind which result from its operation, including construction equipment, tools, sheds, sanitary enclosures, etc. Contractor shall leave all equipment, fixtures, and Work, which he had installed, in a clean condition. The completed Project shall be turned over to the District in a neat and orderly condition.

All damage, as a result of Work under this Contract, to existing structures, pavement, driveways, curb and gutters, sidewalks, utility poles, utility pipelines, conduits, drains, catch basins, fences, and other obstructions not specifically mentioned herein shall be repaired.

**9.44 Open Specifications**

Where materials or equipment are specified by a trade or brand name, it shall not be the intention of the District to discriminate against an equal product of another manufacturer but rather to set a definite standard of quality or performance and to establish an equal basis for the evaluation of bids. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases, fully equal to approved samples. Where a trade or brand name is specified with the words “or equal” or “equivalent,” this is understood to mean that other trade or brand names may be substituted that are, in the opinion and judgment of Engineer, equal in quality and performance. Even though the words “or equal” or “equivalent” are used in the Specifications, unless a substitute is approved in writing by Engineer, Engineer shall have the right to require the use of the material or equipment specified by trade or brand name.

**9.45 Spare Parts List**

The equipment supplier shall prepare a recommended spare parts list. Six (6) copies of the recommended spare parts list shall be submitted with the shop drawings.

**9.46 Applicable Standards and Codes**

Whenever reference is made to any published standards, codes, or standard specifications, such reference shall mean the latest issue of that standard, code, specifications, or tentative specification of the technical society, organization, or body referred to which is in effect at the date of invitation for bids.

**9.47 Copies of Plans and Specifications**

Contractor shall be provided with three (3) complete sets of Plans and Specifications for its use at no charge. Signed and sealed drawings which are necessary to obtain Building Permits will also be provided to Contractor by Engineer at no charge.

**9.48 Restoration – Special**

Existing areas of special landscaping materials, irrigation systems, ground cover and any other improvements that are damaged shall be restored with new materials to equal or better than existing conditions. Technical Specifications may contain additional requirements.

#### **9.49 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.

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## **GENERAL CONDITIONS**

### **ARTICLE 10**

#### **TITLE**

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## **10.01 General**

Contractor shall furnish all labor, materials, tools and equipment necessary to do all Work required for the completion of each item of this Contract as specified herein. The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described, but shall include all incidental Work necessary or customarily done for the completion of that item.

## **10.02 Definitions**

Wherever the words or terms defined in this Section or pronouns used in their stead occur in the Specifications or other Contract Documents, they shall have the meanings herein given.

- a. "AASHTO" shall mean the American Association of State Highway and Transportation Officials.
- b. "ACI" shall mean the American Concrete Institute.
- c. "Addendum" shall mean modification of the Contract Documents issued in writing by Engineer prior to opening the bids.
- d. "ANS" shall mean American National Standard, as approved by the American National Standards Institute, Inc.
- e. "ASTM" shall mean the American Society for Testing and Materials.
- f. "AWWA" shall mean the American Water Works Association.
- g. "Bid" shall mean the documents that comprise the submission for the Work of this Project.
- h. "Bid Period" shall mean the time period from when the Bid Documents will be available to the deadline for submitting Bids.
- i. "Bidder" shall mean one who submits a Bid directly to District, as distinct from a sub-bidder, who submits a Bid to the Bidder.
- j. "Bid Documents" include the Advertisement for Bids, Instructions to Bidders, Proposal, Questionnaire, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipts of Bids).
- k. "Change Order" shall mean a written change, addition, or deletion to the Contract Documents signed by both Contractor and the District.
- l. "Contract" shall mean the agreement between the Successful Bidder and the District for performance of the Work.
- m. "Contract Documents" shall mean all documents that comprise the agreement of the parties related to this Project. The Contract Documents include the Notice to Contractors, Instructions to Bidders, Proposal, Questionnaire, Bid Security, Contract, Public Construction

Bond, Sworn Statement of Public Entity Crimes, Opinion of District's Attorney, Final Release of Lien, Special Conditions, General Conditions, Technical Specifications, Standard Details and Plans, including all modifications, addenda, and Change Orders contained in any documents before or after execution of the Contract

- n. "Contract Sum" shall mean the total amount due to Contractor as a result of Work on the Project, including any amounts as a result of Change Orders.
- o. "Contract Time" shall mean the time to complete the Project as set forth in the Contract Documents. Reference to "days" shall mean calendar days unless otherwise noted.
- p. "Contractor" shall mean the Successful Bidder with whom the District signs the Contract for the Work or its duly authorized agents.
- q. "County" shall mean Palm Beach County, as may be applicable.
- r. "Defective" shall mean the Work does not conform to the Contract Documents or does not meet the requirements of any applicable inspection, reference standard, test, or approval.
- s. "District" shall mean the Loxahatchee River Environmental Control District, acting through its properly authorized representatives.
- t. "Engineer" shall mean the engineer designated by the District as its engineering representative during the course of construction to make appropriate inspection and computation of payments, whether acting directly or through properly authorized agents, inspectors or representatives of Engineer, acting within the scope of duties entrusted to them.
- u. "Final Completion" shall mean the time when Engineer determines that all Contract Document requirements have been completed.
- v. "IEEE" shall mean the Institute of Electrical and Electronic Engineers, Inc.
- w. "Notice of Award" shall mean the District's notification of the Contract to the Successful Bidder.
- x. "Notice to Proceed" shall mean the written notice from the District to the Contractor to proceed with the Work.
- y. "Plans" shall mean any and all drawings, plans, sketches, diagrams, designs, lists, exhibits, or other graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work for the Project.
- z. "Pricing Schedule" shall be based upon the Bid item(s) and shall establish the value of the Contract Award. .
- aa. "Project" shall mean the entire construction to be performed as provided in the Contract Documents.

- bb. "Schedule of Values" is established between Contractor and Engineer to determine the appropriate cost of component items that were used to establish the "Pricing Schedule," and the value to be paid as Work is completed. The Schedule of Values shall be determined during the Pre-Construction Meeting.
- cc. "Specifications" shall mean the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.
- dd. "Substantial Completion" shall mean the date as certified by Engineer when the construction of the Project or a specified part thereof is completed, in accordance with the Contract Documents and applicable permits, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with the Contract.
- ee. "Successful Bidder" shall mean the lowest cost, qualified, responsive, responsible Bidder to whom the District, based on the District's evaluation hereinafter provided, makes an award.
- ff. "Work" shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment, services, and other incidentals and the furnishing, installation, and delivery thereof and all Work reasonably inferable therefrom.

### **10.03 Plans and Specifications are Supplementary**

The Plans and Specifications are intended to supplement each other, and together constitute one complete set of Contract Documents, so that any Work exhibited in the one and not the other shall be executed just as if it has been set forth in both, in order that the Work shall be completed in every respect according to the complete design or designs as decided and determined by Engineer. In the event of a conflict in the Plans and Specifications, the Specifications shall be considered prevailing. Should Contractor find that anything is omitted from the Plans and Specifications which is necessary for a clear understanding of the Work, or that there is an error in either Plans or Specifications, Contractor shall promptly notify Engineer. From time to time during the progress of the Work, Engineer may furnish supplementary or working drawings necessary to show changes or define the Work in more detail, and these also shall be part of the Contract Documents.

### **10.04 Handling and Distribution**

Contractor shall, at its own expense, handle, haul, deliver, and distribute all materials and all surplus materials on the different portions of the Work, as necessary. Contractor shall provide suitable and adequate storage room for materials and equipment, until the Final Completion of the Work.

Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by Contractor.

## **10.05 Materials, Samples, Inspection, Approval**

Unless otherwise indicated on the Plans and Specifications or specified, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by Contractor to be incorporated in the Work shall be subject to the inspection and approval of Engineer.

No material shall be processed for, fabricated for, or delivered to the Work without prior approval of Engineer.

Within thirty (30) calendar days after the award of the Contract, Contractor shall submit to Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment proposed to be incorporated into the Work. When shop and working drawings are required as specified below, such information shall be submitted prior to the submission of the drawings so that Engineer may consider and approve or disapprove the manufacturer and/or the supplier as to the its ability to furnish a product meeting the Specifications, subject to final approval of the particular material or equipment. As requested, Contractor shall also submit data relating to the material and equipment proposed to be incorporated into the Work, in sufficient detail to enable Engineer to identify the particular product in question and to form an opinion as to its conformity to the Contract requirements.

Such data shall be submitted in a manner similar to that specified for shop and working drawings.

Facilities and labor for the handling and inspection of all materials and equipment shall be furnished by Contractor. Defective materials and equipment shall be removed immediately from the site of the Work. The Contractor will make arrangements for, and pay for soil density tests wherever and whenever the District desires, but at no less than every 1 foot lift and 400 LF of trench backfill, 1 foot lift and 100 SF of roadway subgrade and base and 1 foot lift and 100SF of fill beneath concrete on grade. If the results of a soil density test indicate that compaction is less than that specified, Contractor shall recompact and retest soil density with no additional cost to the District.

If Engineer so requires, either prior to beginning or during the progress of the Work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed and shipped as directed, at the expense of Contractor. Contractor shall, at its expense, furnish approved molds for making concrete test cylinders. Except as otherwise specified, the District shall make arrangements for, and pay for, the tests. All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or Work and location of which the material is intended, and the name of Contractor submitting the sample. To ensure consideration of samples, Contractor shall notify Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. In no case shall the letter of notification be enclosed with the samples.

Contractor shall submit data and samples to Engineer, or place its orders, sufficiently early to permit Engineer to consider, inspect, test, and approve the materials and equipment before they are incorporated in the Work. Delay resulting from Contractor's failure to do so shall not be used as a basis of a claim against the District or Engineer. When required, Contractor shall furnish to Engineer three (3) sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, concrete and equipment data.

After Engineer approval of the samples, data, etc., the materials and equipment used in the course of the Work shall correspond therewith.

#### **10.06 Inspection of Work Away from the Site**

If Work done off the construction site is to be inspected on behalf of the District during its fabrication, manufacture, or testing, or before shipment, Contractor shall give notice to Engineer of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to Engineer in ample time so that the necessary arrangements for the inspection can be made.

#### **10.07 Contractor's Shop and Working Drawings**

Contractor shall submit for approval six (6) copies (unless otherwise specified in writing) of shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated especially for this Contract, and materials and equipment for which such drawings are specifically requested. All shop and working drawing submittals shall be prepared and submitted in accordance with Section 01300 of the Technical Specifications.

#### **10.08 Health, Safety and Environmental Program**

The Contractor shall adhere to all applicable federal and state occupational safety and health laws as they apply to this Contract.

The Contractor will enforce the Loxahatchee River Environmental Control District's safety rules and practices as they apply to the Contractor's employee's, in addition to the Contractor's own safety rules and procedures.

The Contractor shall provide all of its subcontractors with copies of all safe working procedures and shall ensure their enforcement.

#### **10.09 Insufficiency of Safety Precautions**

Failure of Contractor to provide these required conditions shall be a material breach of this Contract and the District shall be entitled to stop the Work until such time as Contractor corrects these conditions, without payment to Contractor of extension of time to complete the Work.

#### **10.10 Sanitary Regulations**

Contractor shall provide adequate sanitary conveniences for the use of those employed on the worksite. Such conveniences shall be made available when the first employees arrive on the worksite, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such manner as may be required or approved.

Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. Contractor shall rigorously prohibit the committing of nuisances on the

worksite, on the lands of the District, or any adjacent property. Contractor is solely responsible for the use and maintenance of the sanitary facilities.

The District and Engineer shall have the right to inspect any building or other facility erected, maintained, or used by Contractor, to determine whether or not the sanitary regulations have been complied with.

#### **10.11 Lines, Grades and Measurements**

Contractor shall employ, at its own expense, a land surveyor who shall be registered in the State of Florida and who shall be thoroughly experienced in field layout work. Said surveyor shall establish all lines, elevations, reference marks, etc., needed by Contractor during the progress of the Work, and from time to time Contractor shall verify such marks by instrument or by other appropriate means.

Alignment and grade of all pipe, tunnels and borings shall be controlled by use of lasers, levels or other equipment as required to assure proper alignment and grade. Contractor shall furnish all lasers and accessories as required and approved by Engineer. Contractor's engineer will set and check each laser each day that Work is in progress or more often as required to assure continuous accurate control. Contractor's engineer responsible for lines and grades shall certify to the District in writing that the Work has been constructed to lines and grades as shown on the Plans and Specifications. This certification shall accompany each request for payment.

Engineer shall be permitted at any time to review the lines, elevations, reference marks, lasers, etc., set by Engineer employed by Contractor, and Contractor shall correct any errors in lines, elevations, reference marks, lasers, etc., disclosed by engineer. Such a review shall not be construed to be an approval of Contractor's Work and shall not relieve Contractor of the responsibility for the accurate construction of the entire Work.

Contractor shall make all measurements and review all dimensions necessary for the proper construction of the Work called for by the Plans and Specifications. During the prosecution of the Work, Contractor shall make all necessary measurements to prevent misfitting in said Work, for the accurate construction of the entire Work.

#### **10.12 Dimensions of Existing Structures**

Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new Work, Contractor shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information.

#### **10.13 Work to Conform**

During its progress and on its completion, all Work shall conform to the lines, levels, and grades indicated on the Plans and Specifications or given by Engineer and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the Plans and Specifications and the directions given from time to time by Engineer. In no case shall any Work in excess of the requirements of the Plans and Specifications be paid for unless ordered in writing by Engineer.



All Work done without instructions having been given therefore by Engineer, done without proper lines or levels, or done during the absence of Engineer, or its agent, will not be estimated or paid for except when such Work is authorized by Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at Contractor's expense.

#### **10.14 Pipe Location**

Pipelines will be located substantially as indicated on the Plans and Specifications, but the right is reserved by the District, acting through Engineer, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Plans and Specifications, such notation is for Contractor's convenience and does not relieve Contractor from laying and joining different or additional items where required without additional compensation.

#### **10.15 Planning and Progress Schedules**

Contractor shall prepare and submit all schedule submittals in accordance with Section 01300 of the Technical Specifications.

#### **10.16 Precautions During Adverse Weather**

In the event of, or the possibility thereof, adverse weather, including high tides, and against the possibility thereof, Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood, building paper shelters, and other approved means. Contractor shall be responsible for all changes caused by adverse weather, including tidal fluctuations and Contractor shall take such precautions and procure insurance as Contractor deems prudent.

Engineer may suspend construction operations at any time when, in its sole discretion, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or tidal conditions may be, in any season.

Contractor shall provide a written tropical storm/hurricane plan consistent with District requirements to Engineer prior to commencement of construction.

#### **10.17 Electrical Energy**

Contractor shall make all necessary applications and arrangements and pay all fees and charges for power and light and other electrical energy as necessary for the proper completion of this Contract during its entire progress. Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.

There shall be sufficient electrical lighting so that all Work may be done in a workmanlike manner when there is not sufficient daylight.

#### **10.18 Bolts, Anchor Bolts and Nuts**

All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by Contractor in accordance herewith.

#### **10.19 Concrete Inserts**

Concrete inserts shall be designed to safely support, in the concrete that is used, the maximum load that can be imposed by the bolts used in the inserts. Inserts shall be of a type which will permit locking of the bolt head or nut. All inserts shall be 316 stainless steel.

#### **10.20 Operating Instructions and Parts Lists**

Operations and Maintenance (O&M) Manuals for each item of equipment shall be submitted in accordance with Section 01300 of the Technical Specifications entitled "Submittals."

#### **10.21 Lubricants**

During testing and prior to acceptance, Contractor shall furnish all lubricants necessary for the proper lubrication of all equipment furnished under this Contract and as specified in the Contract Documents.

#### **10.22 Special Tools**

For each type of equipment furnished by Contractor, Contractor shall provide a complete set of all special tools (including calibration and test equipment) which may be necessary for the adjustment, operation, maintenance, and disassembly of such equipment.

Special tools are considered to be those which, because of their limited use, are not normally available, but which are necessary for the particular equipment.

Special tools shall be delivered at the same time as the equipment to which they pertain. Contractor shall properly store and safeguard such special tools to ensure they are in a proper functioning condition, as determined by Engineer. At the completion of the Work the special tools shall be delivered to the District.

#### **10.23 Protection Against Electrolysis**

Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other materials approved by Engineer.

#### **10.24 Indemnification and Confidentiality**

For specific consideration received by Contractor, included in the Contract sum beyond the cost of the Work, Contractor shall indemnify and hold harmless the District, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Contract. The monetary limitation on the extent of the indemnification that bears a reasonable commercial relationship to the

Contract and is part of the Project specifications or Bid Documents, is up to three (3) times the monetary value of the Contract. Notwithstanding the foregoing, the monetary limitation on the extent of the indemnification provided shall not be less than one million dollars (\$1,000,000.00) per occurrence. The District and the insurance carrier shall have the right to “mutually approve” the choice of attorney(s) to provide the defense, with such approval not to be unreasonably withheld. If no agreement on the choice of attorney(s) can be reached in a reasonable length of time, the final authority to choose an attorney will rest with the claims manager in the office where the claim originated.

In any and all claims against the District or any of their officers or employees by an employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone else for whose acts any of them may be liable, the indemnification obligation under this General Conditions Section 10.24 shall not be limited in any way on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker’s compensation acts, disability benefits or other employee benefit acts. The intention of these two clauses above is to provide for the legal indemnification allowed for under Section 725.06, Florida Statutes, no more and no less, so as to be completely legal and not void as against public policy. If any provision of this indemnification is determined by a court of law to be void, it shall be severed from this provision and the remainder of this provision shall be given full force and effect under Section 725.06, Florida Statutes.

In the performance of the Work, Contractor may be exposed to the confidential information of the District and other. Contractor shall not disclose to anyone not employed by the District nor use, except on behalf of the District, any such confidential information acquired in the performance of the Work except as authorized by the District in writing and, regardless of the term of this Contract, Contractor shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of the District’s business and information concerning the Work (either directly or indirectly disclosed to it or developed by it in the performance of the Work) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public without restriction. Contractor also agrees that it will not disclose to the District any information it holds subject to any obligation or confidence to any third persons.

#### **10.25 Work by Others**

The District may perform additional Work related to the Project itself, or the District may engage others to perform Work on the Project which such engagement shall be governed by similar General Conditions. Contractor shall afford the other contractors who are parties to such direct contracts (or the District, if it is performing the additional Work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate Contractor’s Work with the Work of others. If any part of Contractor’s Work depends for proper execution or results upon the Work of any such other contractor (or the District), Contractor shall inspect and promptly report to Engineer, in writing, any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Contractor’s failure so to report shall constitute an acceptance of the other Work as fit and proper for the relationship of its Work except as to defects and deficiencies which may appear in the other Work after the execution of Contractor’s Work.

Contractor shall do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of Engineer and of the other contractors whose Work will be affected.

If the performance of additional Work by other contractors or the District is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to Contractor prior to the state of any such additional Work.

#### **10.26 Record Drawings**

Contractor shall keep and maintain one record copy of all Specifications, Plans and Specifications, Addenda, Change Orders, Modifications and Shop drawings at the site in good order and annotated to show all changes made during the construction process as specified in the Contract Documents. All record drawings shall be kept maintained and updated by Contractor in accordance with Section 01720 of the Technical Specifications entitled "Project Record Drawings."

#### **10.27 Non-Waiver**

Progress or final payments shall not be acceptance of improper, faulty, or defective work or material, and shall not release Contractor of any of its obligations under the Contract Documents, and shall not constitute a waiver of any rights or provisions of the Contract Documents by the District.

#### **10.28 Mutuality of Provisions**

If any provision of the Contract Documents shall for any reason be held to be invalid, illegal, or unenforceable in any respect under the laws of the State of Florida, any such invalidity, illegality or unenforceability shall not affect any other provision of the Contract Documents and the Contract Documents shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated herein and the rights of the parties hereto shall be construed and enforced accordingly.

#### **10.29 Restoration of Property**

Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, walks landscape materials and other improvements that are damaged or removed due to the Work, shall be patched, repaired, or replaced by Contractor to the satisfaction of the owner of such structure and facility, and authorities having jurisdiction. In the event that authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, Contractor shall abide by such regulations and pay for such work.

#### **10.30 Notice**

Any notice or writing given hereunder shall be delivered by depositing the notice contained in a sealed envelope, postage prepaid in the United States Postal System as registered or certified mail, with return receipt requested, or by overnight express carrier. Any such notice so deposited shall be conclusively deemed delivered to and received by the addressee forty-eight (48) hours after the deposit if all of the foregoing conditions of notice have been satisfied and addressed as follows:

DISTRICT:

CONTRACTOR:

### **10.31 Legally Binding**

Contractor agrees that the Contract Documents are legally binding documents and has had the opportunity to permit its attorney to review them. The Contract Documents are the joint work product of the Parties hereto and, accordingly, no term or provision shall be more strictly construed against any party.

**(Remainder of this page left blank intentionally)**

**TECHNICAL**

**SPECIFICATIONS**

## SECTION 30

### MISCELLANEOUS REQUIREMENTS

#### 30.01 Lines, Grades and Measurements

Alignment and grade of all pipe, tunnels and borings shall be continuously controlled by use of lasers or other acceptable method. Laser alignment and grade through the pipeline is the preferred method. The District Engineer shall be permitted at any time to check the lines, elevations, reference marks, laser, etc., set by the Contractor or the Design Engineer.

#### 30.02 Work to Conform

The maximum allowed vertical deviation of any single gravity pipe, tunnel or boring from plan grade shall be three percent (3%) of inside diameter. No single gravity pipe shall vary in horizontal alignment right or left, from the pipe centerline by more than five percent (5%) of inside diameter. Force main joint deflections shall be limited by AWWA Standards and manufacturer's recommendation.

#### 30.03 Pipeline location

Pipelines shall not be located closer to an existing or proposed structure than the horizontal distance obtained when drawing a 45-degree angle from the proposed invert of the pipeline to bottom outside face of the footing. In no case shall this distance be less than ten (10) feet. Pipelines shall be located as indicated on the drawings, but the Design Engineer is responsible to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons, which are not material to the interest of the District and which do not otherwise conflict with any other statement or criteria set forth in this manual. The District should be notified of such changes in a timely fashion and such changes shall be recorded on Record Drawings.

#### 30.04 Pipe Adapters

When joining pipes of different types, District approved transition sleeves, adapters, and couplings shall be used.

#### 30.05 Fittings and Stoppers

Branches, stub-outs and fittings shall be laid as indicated in the Standard Details and shown on the approved drawings. Open ends of pipe and branches shall be closed with nonmetallic "wing nut" expansion stoppers secured in place in an acceptable manner. Stoppers shall be designed to remain in place and watertight during infiltration tests.

## 30.06 Service Lines

### a. General

Service lines shall be as shown on the Standard Details. Service lines for a single lot shall be a minimum of 4 inches in diameter; for two lots, a minimum of 6-inches in diameter. Where three or more lots are connected to a single service line, the service line shall be considered a gravity sewer, shall be a minimum of 8-inches in diameter, and shall be in accordance with the criteria covering District maintained gravity sewers. Exceptions to these requirements may be made in specific instances where constructability, environmental impacts or excessive costs require an alternate to these criteria. These exceptions shall be considered non-conforming connections and subject to correction to District Standards if and when criteria used in determining constructability, environmental impacts or excessive costs are no longer valid.

### b. Easements, Implied Grant of Way of Necessity and Statutory Way of Necessity

If a residential property requires an easement across another residential property to gain access to District sewers the easement shall be conveyed to the District using the District's Standard Easement Agreement. Easements shall only be allowed when no District maintained sanitary sewer is available for connection in public right of way or existing easements adjacent to the property **and** constructability, environmental impacts or excessive costs render construction of new sewer facilities in public right of way or existing easements adjacent to the property non-viable.

The District recognizes Florida Statutes 704.01, (1) Implied grant of way of necessity, and (2) Statutory way of necessity, may be applicable in providing sanitary sewer service to a property.

In the case of Implied Grant of Way of Necessity there may be instances where a sanitary sewer service existed to a property and that property was then divided into multiple properties each using the existing sanitary sewer service. In these instances the District recognizes the Implied Grant of Way of Necessity for each property's use of the sanitary sewer service under a "grandfather" clause but considers the connection/s non-conforming in that properties may be served by facilities not owned and maintained by the District and/or properties may be served by facilities that may be inadequately sized and/or one property may be served by facilities that cross another property and are not in a District Standard Easement. In these instances, the District shall require the sanitary sewer connections using an Implied Grant of Way of Necessity for sewer service be corrected to current District Standards when renovation or redevelopment of any of the affected properties occurs.



In the case of Statutory Way of Necessity there may be instances where a property is shut off or hemmed in from access to sanitary sewer service by lands, fencing or other improvements. In these instances the District, with agreement from the shut off or hemmed in property, may act on behalf of the shut off or hemmed in property and use and maintain an easement over, under, through and upon the lands which lie between the said shut-off or hemmed-in lands and public right of way or existing easements to supply sanitary sewer service to the shut-off or hemmed-in land granted the shut-off or hemmed-in land is using the lands that lie between for personal ingress and egress. The District considers sanitary sewer connections using Statutory Way of Necessity to be non-conforming in that properties are served by facilities that cross another property and are not in a District Standard Easement. In these instances the District shall require the sanitary sewer connections using a Statutory Way of Necessity for sewer service be corrected to current District Standards when renovation or redevelopment of the property over which a Statutory Way of Necessity is used occurs, or when a public right of way or utility easement becomes accessible to the shut-off or hemmed in property.

c. **Maintenance Responsibility**

The service line (lateral) cleanout will usually delineate the point of responsibility between the District and the property owner; however, the following variations do exist:

1. Multi-family Units - Public right-of-way - Owner's responsibility to the right-of-way line.
2. Multi-family Units - Non-Public right-of-way - Owner's responsibility to the main line connection.
3. Commercial Buildings - Owner's responsibility to the main line.
4. Condominium with Common Areas - Non-Public right-of-way Owner's responsibility to the main line connection.
5. Condominium with Common Areas Adjacent to Public right-of-way - District assumes responsibility within the public right-of-way.

30.07 Service Line Markers

A service line marker shall be installed 12-inches {minimum} above the service wye adjacent to the cleanout of each service line. The service line markers shall be Electronic System, Sanitary Marker 1258, as manufactured by 3M.

30.08 Bolts, Anchor Bolts, and Nuts

Anchor bolts shall have suitable washers and, where so required, their nuts shall be hexagonal. All anchor bolts, nuts, washers, plates, and bolt sleeves shall be galvanized unless otherwise indicated or specified.

Expansion bolts shall have malleable iron and lead composition elements or the required number of units and sizes.

Bolts, anchor bolts, nuts and washers specified to be stainless steel shall be type 316 stainless steel.

Anchor bolts and expansion bolts shall be set accurately. If anchor bolts are set before the concrete has been placed, they shall be carefully held in suitable templates of approved design. If anchor or expansion bolts are set after the concrete has been placed, all necessary drilling and grouting or caulking shall be done, and care shall be taken not to damage the structure or finish by cracking, chipping, spalling, or otherwise during the drilling and caulking.

#### 30.09            Concrete Inserts

Concrete inserts shall be designed to safely support the maximum load that can be imposed by the bolts used in the inserts. Inserts shall be of a type which will permit locking of the bolt head or nut. All inserts shall be galvanized.

#### 3.10            Protection against Electrolysis

Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact with any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other approved materials.

**END OF SECTION 30**

## **SECTION 180**

### **INSTRUMENTATION**

#### **180.01      General**

Instrumentation as described in this specification and shown in the drawings shall be provided.

Instrumentation shall be incorporated into the design requirements of the Contractor utilizing the equipment and materials included in this specification.

All electrical components of the system shall operate on 120 volt, single-phase, 60 hertz or 24 VDC power, except as otherwise noted in the specifications.

All electrical components located within the wetwell and the wetwell side of any sealed conduit fitting shall be Intrinsically Safe.

All necessary fuses or switches required by the instrumentation manufacturer for his equipment shall be provided with the equipment.

#### **180.02      Submittals**

Detailed design drawings including product specification sheets, mounting hardware, location, conduit, cable and tag numbers shall be provided.

#### **180.03      Cable**

All electronic (4-20MADC) signal wire shall be two conductors, copper, twisted pair with tape foil shield and drain wire. The shield is to be grounded at the PLC I/O panel only for single point grounding, in accordance with manufacturer's instructions. Single triad shielded cables for potentiometer signal cables shall be three conductors, copper, twisted triad with tape foil shield and drain wire. The cables must be UL listed for wet locations as defined by the NEC.

#### **180.04      Instrument Mounts**

All instruments shall be mounted in readily accessible positions that do not require entry into the wetwell for removal or maintenance. Brackets shall be fabricated to hold instruments. All brackets shall be 304 or 316 stainless steel. All mounting hardware, screws, machine bolts with washers and nuts shall be 316 stainless steel.

#### **180.05      Conduits**

All low voltage signals shall be isolated from high level control or power signals in separate conduits. All instrumentation signal conduits below grade shall be SCH80 PVC or 304 stainless steel. All underground conduits shall have grounding bushings and a No. 8 AWG copper minimum cable run to a ground lug at the termination points.

#### 180.06 Lightning/Surge Protection

All transmitters with 4-20 MADC outputs shall have a transmitter mounted surge protection unit. The surge protection unit shall be a EDCO SS65 or approved equal.

#### 180.07 Intrinsically Safe Pressure Transducer/Wetwell Level Sensor

Pressure transducers/wetwell level sensors shall be intrinsically safe and encased in a 316 stainless steel housing.

1. Range: 0 – 15 PSI
2. Cable: Minimum 50'
3. Output: 4 – 20 mA
4. Accuracy: +/-5%

Probes shall be Wika Instruments, LP Model LS10 with LevelGuard Anti-clog attachment or equal.

Level sensing submersible probes shall be installed in a stilling well. The stilling well shall be minimum 6" SCH 40 PVC secured to the wetwell every 7 feet with stainless steel brackets and hardware. The stilling well and probe shall be accessible from the wetwell hatch, not requiring an entry into the wetwell for maintenance or replacement of the probe.

#### 180.08 Intrinsically Safe Pressure Transmitter

Pressure transmitters shall be intrinsically safe, backlit and mounted in the power and control panel dead-front.

1. Display: 5 Digit
2. Input: 24 VDC
3. Output: 4 – 20 mA
4. Accuracy: +/- 0.03%

Pressure transmitters shall be Precision Digital model 688 or approved equal.

#### 180.09 Power Supplies

All instruments shall be looped powered with an appropriately rated power supply. Each instrument shall have a dedicated power supply.

#### 180.10 Field Calibration and Testing

All instruments shall be set up, calibrated and tested in the field. The Contractor shall provide calibration sheets and testing equipment for each instrument. When installation is complete all components shall be tested to confirm operation and compliance with the contract.

#### 180.11 Installation

All equipment shall be installed per the manufacturers requirements.

**END OF SECTION 180**

## **DIVISION 1**

### **GENERAL REQUIREMENTS**

## **SECTION 01000**

### **SUMMARY OF WORK**

#### **PART I - GENERAL**

##### **1.01 WORK COVERED BY CONTRACT DOCUMENTS**

- A. CONTRACTOR configure all remote cellular radios to establish a cellular communication network between all lift station RTUs and the plant SCADA system. CONTRACTOR shall coordinate with the Owner's IT Manager/SCADA administrators to establish communications.
- B. CONTRACTOR coordinate with Verizon to issue to new SIM cards with private IP addresses specified by the OWNER. These IP addresses will be private and secure. A new SIM card will need to be activated, provisioned, and installed for each new radio.
- C. Provide and install new RTU panels as shown on the drawings. There is a total of 115 lift station project sites that will have new RTUs installed.
- D. Provide and install all electrical equipment, uni-strut and hardware as required onto existing equipment rack or provide new rack as required. Provide conduit control wires, grounding, RTU enclosure, wet well sensor raceway, and mounting hardware as required.
- E. Furnish and install wet well level sensor as shown on the drawings.
- F. Existing plant systems must remain operational during construction.
- G. CONTRACTOR shall provide engineering, furnishing, installing, calibrating, adjusting, testing, documenting, starting up, and OWNER training for a complete communication system.
- H. Major parts are:
  - a. Instrumentation including radios, cellular antennas, power supplies and all appurtenances.
  - b. New RTU's (Remote Telemetry Units).
  - c. Acceptance testing.
- I. All other work depicted on the Drawings and outlined in the Project Specifications.

## **1.02 WORK BY OTHERS**

- A. The CONTRACTOR will diligently perform the scope of work independently of all others who may perform concurrent tasks during execution of the scope of work.
- B. The OWNER reserves the right to add to the work in accordance with the General Conditions.
- C. The ENGINEER or OWNER's representative reserves the right, throughout the construction process, to perform onsite inspections of the CONTRACTOR and construction process. Documentation of work may include, but not be limited to, detailed documentation of daily work performed by the CONTRACTOR, and photographs and/or videos of critical phases of construction.

## **1.03 WORK SEQUENCE**

- A. The CONTRACTOR shall submit the sequence of work for review and approval by the OWNER and ENGINEER prior to commencement of work.
- B. CONTRACTOR must apply for and obtain all required permits for construction, including but not limited to building permits and dewatering permits, prior to commencement of construction activities.
- C. The CONTRACTOR is responsible to complete the work in the time as set forth by the General Conditions, which is 595 calendar days for substantial completion and 660 calendar days for final completion.

## **PART 2 – PRODUCTS**

NOT USED

## **PART 3 – EXECUTION**

NOT USED

**END OF SECTION**



## **SECTION 01039**

### **COORDINATION AND MEETINGS**

#### **PART 1 – GENERAL**

##### **1.01 PERFORMANCE**

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
  - 1. Coordination.
  - 2. Field engineering.
  - 3. Cutting and patching.
  - 4. Preconstruction conference.
  - 5. Progress meetings.

##### **1.02 COORDINATION**

- A. Coordinate scheduling, submittals, and work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items to be installed later.
- B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial and Final Completions.

##### **1.03 CUTTING AND PATCHING**

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affects:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.

4. Visual qualities of sight-exposed elements.
  5. Work of OWNER or separate CONTRACTOR.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
1. Fit the several parts of the Work together, to integrate with other Work.
  2. Uncover Work for exploration and identification of existing utilities or for installation of subsequent Work.
  3. Remove and replace defective and non-conforming Work.
  4. Remove samples of installed Work for testing.
  5. Provide openings in elements of Work for penetrations by mechanical and electrical Work.
- D. Execute Work by methods, which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut rigid materials using masonry saw or core drill, as required.
- F. Restore Work with new Products in accordance with requirements of the Task Order.
- G. Construct a tight fit between the Work and pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- I. Identify any hazardous substance or condition exposed during the Work to the ENGINEER.

#### **1.04 PRECONSTRUCTION CONFERENCE**

- A. ENGINEER will schedule a conference after Notice to Proceed.
- B. Attendance Required: OWNER, ENGINEER, and GENERAL CONTRACTOR
- C. Agenda:

1. Designation of personnel representing the parties as defined in the General and Supplemental Conditions, and the ENGINEER.
2. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
3. Scheduling.

#### **1.05 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work as required.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, OWNER, ENGINEER, as appropriate to agenda topics for each meeting.
- C. Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress and updated schedule.
  3. Field observations, problems, and decisions.
  4. Identification of problems, which impede planned progress.

#### **PART 2 – PRODUCTS**

NOT USED

#### **PART 3 – EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01200**

### **MEASUREMENT AND PAYMENT**

#### **PART 1 - GENERAL**

##### **1.01 GENERAL REQUIREMENTS**

- A. The Unit prices stated in the Contract shall be considered payment in full for the completion of all work. Payment shall be made under each item only for work as it is not specifically included under other items.
- B. The CONTRACTOR shall furnish all labor, equipment and material required to complete the construction that will furnish and install 115 cellular RTUs, all electrical equipment, uni-strut and hardware, wires, grounding, RTU enclosure, wet well sensor raceway, and mounting hardware as required. Additionally, the CONTRACTOR shall furnish all labor, equipment and material required to configure all 115 cellular RTUs to establish a cellular communication network between all lift station RTUs and the plant SCADA system.
- C. CONTRACTOR shall coordinate with Verizon (the OWNER's preferred cellular provider) and AT&T (if Verizon connectivity is of issue at a particular site) to help integrate the new cellular RTUs into the District's existing network. Verizon and AT&T will issue SIM cards with private IP addresses as specified by the OWNER. These IP addresses will be private and secure. A new SIM card will need to be activated, provisioned, and installed for each new cellular radio. The OWNER may monitor data usage rates as cellular devices are installed and reserves the right to request the CONTRACTOR adjust the configuration of the devices (polling rates etc.) if data usage rates are not to the OWNER's satisfaction.
- D. Lift stations must remain operational during construction. Nighttime and/or other off hours work may be required to support wastewater system operations and shall be included in the CONTRACTOR's bid.
- E. The CONTRACTOR is responsible to meet all acceptance testing as required by the OWNER. Acceptance testing includes but is not limited to:
  - 1. Signal strength testing. CONTRACTOR is responsible to perform a signal strength test at each location to determine which cellular provider should be utilized at each lift station.
  - 2. CONTRACTOR shall test to ensure that the OWNER's existing network is able to properly communicate with all new cellular devices.
- F. The CONTRACTOR shall produce at the end of the project all necessary record

documents and as-built reports. Record documents produced will be at a minimum:

1. As-Built report form for each RTU installed.
2. O&M manuals.
3. RTU configuration files.

## **1.02 PERFORMANCE**

- A. Section generally defines unless otherwise indicated, the following:
  1. Payment item descriptions.
  2. Payment application descriptions.
- B. The cost of temporary facilities, bonds, insurance, attending project meetings, administration, record drawings, policing, and other general duties shall be considered incidental to all items.
- C. The OWNER may direct the CONTRACTOR to install certain portions of the work in advance of other portions without extra payment to the CONTRACTOR.

## **1.03 RELATED SECTIONS**

- A. Notice to Contractors
- B. Article 1 - Instructions to Bidders.
- C. Article 2 - Bid Form.
- D. Article 4 – Contract.
- E. Article 10 - General Conditions.

## **1.04 LUMP SUM ITEMS**

- A. The lump sum price shall be full compensation for all labor, materials and equipment to satisfactorily complete the installation of the items as shown on the plans and indicated in the details for lump sum bid items.

## **1.05 UNIT PRICE ITEMS**

- A. The ENGINEER or his representative shall determine the number of units of each work item installed.

## **1.06 SATISFACTORY COMPLETION**

- A. Satisfactory completion shall include dewatering, if any, and repair or replacement of damaged landscaping, irrigation systems, pavement or other existing improvements.

## **1.07 PAYMENT ITEMS**

### **A. Unit Price Bid**

1. Payment shall constitute summation of measured quantities multiplied by the respective unit price for items constructed as specified herein and shown on the engineering drawings; including installation and removal of all temporary facilities, piping; and supply of all incidental materials, equipment and labor necessary to complete the contemplated Work whether specifically identified herein or not.
2. Partial progress payments will be made at monthly intervals and will be based upon the value of the Work completed on the date that a partial payment application is submitted less deductions for retainage as defined elsewhere. Signed and Sealed Record Drawings shall be submitted and approved with each partial and final pay request.

## **1.08 PAYMENT APPLICATION DESCRIPTION**

### **A. Preparation of Applications:**

1. Present required information in type written form, or equivalent.
2. Execute certification by signature of authorized officer.
3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
4. List each authorized Change Order as an extension on the Application for Payment, listing Change Order number and dollar amount as for an original item of Work.

### **B. Submittal Procedures**

1. Submit three (3) copies of each Application for Payment.

Payment Period: Submit monthly as directed by the OWNER.

Submit signed and sealed record drawings covering work for which payment is being requested.

Submit revised progress schedule accurately reflecting the work completed

and the schedule of future work items.

C. Substantiating Data

1. When OWNER requires substantiating information, submit data justifying dollar amounts in question.
2. Provide one (1) copy of data with cover letter of each copy of application. Show Application number and date, and line item by number and description on each piece of data.

**PART 2 – PRODUCTS**

NOT USED

**PART 3 - EXECUTION**

**3.01 BID ITEM DESCRIPTIONS**

A. **PAY ITEM NO. 1 – FURNISH AND INSTALL CELLULAR TELEMETRY**

The Contract Lump Sum for this item shall constitute full compensation for mobilization, demobilization, general conditions, insurances, shop drawings, permits, temporary facilities, and bonding in accordance with the contract documents necessary to furnish, install, and test new cellular telemetry at all lift stations as shown on the construction drawings. This item also includes any required maintenance of traffic, as-builts reports and final record documents, pre-construction video at each of the lift station sites, coordination with Verizon and AT&T, acceptance testing including cellular signal strength testing, furnishing and installing a new wet well level transducer, programming and configuring the new cellular RTUs, providing spare parts including a minimum of ten (10) spare RTUs, restoration of all lift station sites to existing condition or better, and all other incidentals necessary to completely furnish and install the cellular RTU and all electrical components as shown on the contract drawings. The first payment shall not include mobilization / demobilization if the CONTRACTOR has not started work at the project site. Payment for this item shall be by per (EA) lift station site.

B. **PAY ITEM NO. 2 – ADDITIONAL ALLOWANCE (NTE \$50,000)**

The Contract Lump Sum for this item shall constitute an additional allowance for any unforeseen incidental material costs or labor that may arise that is outside the scope of the contract documents. Any incidental work that is to be included as a part of this line item must be approved by the OWNER and ENGINEER before materials are purchased or work is performed. Any work performed under this line item without

prior approval by the OWNER and ENGINEER will be performed at risk to the CONTRACTOR. Payment for this item shall be by Lump Sum Not to Exceed \$50,000 (LS NTE).

**END OF SECTION**



## **SECTION 01300**

### **SUBMITTALS**

#### **PART 1 - GENERAL**

##### **1.01 PERFORMANCE**

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
  - 1. Submittal procedures.
  - 2. Construction progress schedules.
  - 3. Proposed products list.
  - 4. Shop drawings.
  - 5. Product data.
  - 6. Manufacturers' instructions.
  - 7. Manufacturers' certificates.

##### **1.02 RELATED SECTIONS**

- A. **Section 01400** - Quality Control: Manufacturers' field services and reports.
- B. **Section 01780** - Contract Closeout: Contract warranty and manufacturer's certificates, closeout submittals.

##### **1.03 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with ENGINEER accepted form. All submittals shall be submitted electronically. Responses to submittals will also be performed electronically.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, CONTRACTOR, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply CONTRACTOR's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to ENGINEER at their business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- G. Provide space for CONTRACTOR and ENGINEER review stamps on each submittal.
- H. Only complete submittals will be reviewed. Partial or incomplete submittals for a product will be returned to the CONTRACTOR without review.
- I. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- J. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

#### **1.04 CONSTRUCTION PROGRESS SCHEDULES**

- A. Submit initial progress schedule as required in the “Special & General Conditions”.

- B. Revise and resubmit as required in the “Special & General Conditions”.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at submission of each Application for Payment.
- G. At the end of each week, CONTRACTOR shall submit a written 2-week look ahead describing the construction activities that will take place to allow for coordination with Engineer, OWNER, and other parties.

#### **1.05 PROPOSED PRODUCTS LIST AND INFORMATION**

- A. Submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number or each product. These products should include as a minimum the following:
  - 1. RTU Controller.
  - 2. Wet well level transducer.
  - 3. RTU enclosure.
  - 4. Others as required (Additional submittal requirements are provided in the individual specification sections).
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### **1.06 SHOP DRAWINGS**

- A. After review, distribute in accordance with Article on Procedures above and for Record Documents described in **Section 01780** - Contract Closeout.

## **1.07 PRODUCT DATA**

- A. Submit the number of copies which the CONTRACTOR requires, plus one (1) electronic (pdf) copy, which will be retained by the ENGINEER.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in **Section 01780** - Contract Closeout.

## **1.09 MANUFACTURER'S INSTRUCTIONS**

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

## **1.08 MANUFACTURER'S CERTIFICATES**

- A. When specified in individual specification Sections, submit manufacturers' certificate to ENGINEER for review, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- B. Certificates may be recent or previous test results on material or Product, but must be acceptable to ENGINEER.

## **PART 2 – PRODUCTS**

NOT USED

**PART 3 – EXECUTION**

NOT USED

**END OF SECTION**

## SECTION 01360

### PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION

#### PART 1 - GENERAL

##### 1.01 PERFORMANCE

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise rated, for the following:
  - 1. Audio-Video Documentation.
  - 2. Equipment.
  - 3. Submittals.
  - 4. Technique.
  - 5. Quality Assurance.

##### 1.02 QUALITY ASSURANCE

- A. Documentation shall be performed by a responsible commercial firm known to be skilled and regularly engaged in the preparation of pre-construction color audio-video documentation. **Any Preconstruction video produced by the CONTRACTOR will be immediately rejected.** All preconstruction videos are to be completed by a firm with extensive amount of previous experience in producing preconstruction documentation.
- B. Completed documentation shall reproduce bright, sharp pictures with accurate colors and shall be free from distortion, tearing, rolling, or any other significant picture imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume, clarity, and be free of distortion.
- C. Construction shall not proceed until the OWNER and ENGINEER have reviewed the documentation and notified the CONTRACTOR of its acceptability.

##### 1.03 MEASUREMENT AND PAYMENT

- A. No separate payment item is provided for this work. The cost of performing this work shall be incorporated into the bid items or lump sum amount identified on the bid form.

## **PART 2 - PRODUCTS**

### **2.01 RECORDING EQUIPMENT**

- A. Utilize color video camera having:
  - 1. Horizontal Resolution of 350 lines at center.
  - 2. 8:1 Zoom, minimum.
- B. Utilize digital format recorder having:
  - 1. Minimum horizontal resolution of 540 lines, 60 fields.

### **2.02 RECORDING MEDIA**

- A. Utilize new, Digital Video Disc (DVD) having:
  - 1. DVD shall be DVD-R. DVD-RAM shall not be accepted.
  - 2. 4¾-inch diameter discs.
  - 2. High resolution.
  - 3. 4.7 gigabyte storage per layer with two (2) layers (minimum).

## **PART 3 - EXECUTION**

### **3.01 COVERAGE**

- A. Record coverage of all surface features located in the construction's zone of influence (including the proposed storage area(s)) including, but not limited to:
  - 1. Roadways, driveways, sidewalks.
  - 2. Lift station housekeeping slabs, surrounding structures, sanitary facilities.
  - 3. Drainage structures, abovegrade utilities, drainage swales, canals.
  - 4. Landscaping, trees, shrubbery, fences, irrigation heads, meters.
- B. Record the individual features of each item with particular attention being focused upon the existence of any faults, fractures, or defects.
- C. Control pan rate, rate of travel, camera height and zoom rate to maintain a steady clear view at all times.

- D. Limit recorded coverage to one side of any street at any one time.
- E. Create a single, continuous, unedited recording that begins and ends within each portion of a particular construction area. The recording shall proceed in the direction of ascending baseline stationing.

### **3.02 AUDIO CONTENT**

- A. Simultaneously record audio content during videotaping.
- B. Audio recording shall assist in viewer orientation and in any needed identification, clarification, or description of features being recorded.
- C. Audio recording will only consist of camera operator commentary.

### **3.03 INDEXING**

- A. Permanently label each tape with a sequential tape number and the project name.
- B. Index each DVD with a digital record of the time and date of the recording that is continuously displayed as the DVD is played.
- C. Prepare a written log which describes the contents of each DVD including:
  - 1. Structure/location names.
  - 2. Coverage begin/end, station and location.
  - 3. Recording date.

### **3.04 CONDITIONS**

- A. Record coverage during dry, clear weather and during daylight hours only.
- B. Record coverage when the area to be covered is free of debris or obstructions.
- C. Record coverage no more than 15 days prior to the start of construction.

**END OF SECTION**



## **SECTION 01400**

### **QUALITY CONTROL**

#### **PART 1 - GENERAL**

##### **1.01 PERFORMANCE**

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
  - 1. Quality assurance and control of installation.
  - 2. References.
  - 3. Inspection and testing laboratory services.

##### **1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- G. Provide devices or utilize methods necessary for compliance with the "Trench Safety Act".

##### **1.03 REFERENCES**

- A. Conform to reference standard as identified in each individual technical specification section.

- B. Should specified reference standards conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by any reference standard or document.

#### **1.04 INSPECTION AND TESTING LABORATORY SERVICES**

- A. CONTRACTOR will appoint, employ, and pay for services of an independent firm to perform inspection and testing.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the ENGINEER.
- C. Reports will be submitted by the independent firm to the ENGINEER, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify ENGINEER and independent firm 24 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required for CONTRACTOR's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. The cost for retesting shall be the CONTRACTOR's responsibility.
- F. Testing to be provided by the CONTRACTOR shall include, at a minimum:
  - 1. Testing of communications between new cellular RTUs and plant SCADA.

#### **PART 2 PRODUCTS**

NOT USED

#### **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01500**

### **CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

#### **PART 1- GENERAL**

##### **1.01 PERFORMANCE**

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
  - 1. Temporary Utilities: Electricity, water, and sanitary facilities.
  - 2. Temporary Controls: Barriers, enclosures and fencing, protection of the Work.
  - 3. Construction Facilities: Parking, progress cleaning, and project signage.

##### **1.02 RELATED SECTIONS**

- A. **Section 01700** – Contract Closeout.

##### **1.03 TEMPORARY WATER SERVICE**

- A. CONTRACTOR shall be responsible for obtaining construction water and construction meter and for all hauling or conveyance of water to the site.

##### **1.04 TEMPORARY SANITARY FACILITIES**

- A. CONTRACTOR shall provide and maintain required facilities.

##### **1.05 BARRIERS AND TRAFFIC CONTROL**

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage due to construction operations and demolition.
- B. Provide protection for natural vegetation designated to remain. Replace protected vegetation, if damaged.
- C. Protect all landscaping and decorative vegetation. Restore damaged landscaping and vegetation to its original condition.
- D. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

- E. Provide signs, signals, cones, barricades and trained flagmen to direct traffic in and around the construction site in accordance with Florida Department of Transportation Work Zone Traffic Control Standards.
  - 1. Prepare a WORK ZONE TRAFFIC CONTROL PLAN and submit that plan to the appropriate officials in all municipalities and jurisdictions where the Work will impact the flow of traffic.
  - 2. Obtain written approval of that plan from all municipalities and jurisdictions, and then provide copies of the plan and all approvals to the OWNER and ENGINEER prior to the start of construction. All approvals must be obtained prior to construction.
  - 3. Keep specified areas open and accessible at all times.

#### **1.06 PROTECTION OF INSTALLED WORK**

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for existing and installed Products. Control activity in immediate work area to minimize damage.
- C. Provide protective coverings as needed.
- D. Protect finished floors, stairs, roadways, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

#### **1.07 SECURITY**

- A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.

#### **1.08 ACCESS ROADS**

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.
- B. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow. Coordinate interruptions in normal public vehicular traffic flow with those governmental agencies having authority over each roadway.

#### **1.09 PARKING**

- A. Provide temporary parking areas to accommodate construction personnel.

- B. Temporary parking areas must not interfere with normal traffic flow or designated parking for others.
- C. Temporary parking areas must be approved by the ENGINEER and OWNER.

#### **1.10 PROGRESS CLEANING**

- A. Maintain all construction areas free of waste materials, debris, and rubbish. Maintain all sites in a clean and orderly condition.
- B. Broom and vacuum clean areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- C. Remove waste materials, debris, and rubbish from site daily and dispose of at approved location.
- D. Always keep roadways, sidewalks and bicycle paths clear of construction debris and trash.
- E. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent air-borne dust from dispersing into the atmosphere. CONTRACTOR shall immediately mitigate dust upon complaint.

#### **PART 2 - PRODUCTS**

NOT USED

#### **PART 3 - EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01600**

### **MATERIAL AND EQUIPMENT**

#### **PART 1 - GENERAL**

##### **1.01 PERFORMANCE**

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
  - 1. Products.
  - 2. Transportation and handling.
  - 3. Storage and protection.
  - 4. Product options.
  - 5. Substitutions.

##### **1.02 RELATED SECTIONS**

- A. Instructions to Bidders: Product options and substitution procedures.
- B. **Section 01400** - Quality Control.

##### **1.03 PRODUCTS**

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

##### **1.04 TRANSPORTATION AND HANDLING**

- A. Transport and handle Products in accordance with manufacturer's instructions.

- B. Promptly inspect shipments to assure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods which prevent soiling, disfigurement, or damage.

#### **1.05 STORAGE AND PROTECTION**

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate-controlled enclosures.
- B. For exterior storage of fabricated Products, place on secure supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection. On-site storage of products must be approved by the OWNER and ENGINEER prior to delivery.
- D. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Arrange storage of Products to permit access for inspection. Periodically inspect to assure Products are undamaged and are maintained under specified conditions.

#### **1.06 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## **1.07 SUBSTITUTIONS**

- A. Substitutions may be considered when a Product becomes unavailable through no fault of the CONTRACTOR.
- B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- C. A request constitutes a representation that the Bidder:
  - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
  - 2. Will provide the same warranty for the Substitution as for the specified Product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to OWNER.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Will reimburse OWNER for review or redesign services associated with re-approval by the ENGINEER or governing authorities.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require revision to the Contract Documents.
- E. Substitution Submittal Procedure:
  - 1. Submit three copies of request for Substitution for consideration. Limit each request to one (1) proposed Substitution.
  - 2. Submit shop drawings, Product data, and certified test results attesting to the proposed Product equivalence.
- F. The ENGINEER will notify CONTRACTOR, in writing, of decision to accept or reject request.



**PART 2 - PRODUCTS**

NOT USED

**PART 3 - EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01700**

### **CONTRACT CLOSEOUT**

#### **PART 1 - GENERAL**

##### **1.01 PERFORMANCE**

- A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:
  - 1. Closeout Procedures.
  - 2. Final Cleaning.
  - 3. Adjusting.
  - 4. Warranties.

##### **1.02 RELATED SECTIONS**

- A. **Section 01500** - Construction Facilities and Temporary Controls.
- B. **Section 01720** – Record Documents.
- C. **Section 01780** – Closeout Submittals.
- D. **Section 01810** – Equipment Testing and Facility Startup.

##### **1.03 CLOSEOUT PROCEDURES**

- A. Submit written certification that the Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the Contract Documents and ready for ENGINEER's inspection.
- B. Provide submittals to ENGINEER that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Purchase Order Sum, previous payments, and sum remaining due. Submit final releases of liens

from all suppliers and subcontractors as required in **Section 01780 – Closeout Submittals**.

- E. Submit final record drawings in accordance with **Section 01720 – Record Documents and LRD requirements**. In addition, the CONTRACTOR is to provide the required number of sets of signed and sealed Record Drawings in order to assist the ENGINEER in closing out all necessary permits.

#### **1.04 FINAL CLEANING**

- A. At completion of the Work or of a part thereof and immediately prior to CONTRACTOR's request for certificate of Substantial Completion or immediately prior to CONTRACTOR's notice of completion, clean entire site or parts thereof, as applicable.
  - 1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to OWNER.
  - 2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
  - 3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.
  - 4. Broom clean exterior paved driveways and parking areas.
  - 5. Hose clean sidewalks, loading areas, and other areas contiguous with principal structures.
  - 6. Rake clean all other surfaces.
  - 7. Leave water courses, gutters, and ditches open and clean.
- B. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

#### **1.05 ADJUSTING**

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

## **1.06 WARRANTIES**

- A. Provide duplicate copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and Manufacturers.
- C. Provide Table of Contents and assemble in binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.
- F. Provide operation and maintenance documentation.

## **PART 2 - PRODUCTS**

NOT USED

## **PART 3 - EXECUTION**

NOT USED

**END OF SECTION**

## **SECTION 01720**

### **RECORD DOCUMENTS**

#### **PART 1 - GENERAL**

##### **1.1 REQUIREMENTS**

- A. The CONTRACTOR shall keep and maintain, at the job site, one record copy of all Drawings, Technical Specifications, addenda, change orders, and other modifications to the Contract, approved shop drawings, and field test records.
- B. The CONTRACTOR shall provide as-built reports to indicate all project conditions, configurations, and any other important details regarding the components of the installed telemetry system. The as-built reports shall indicate a list of installed equipment, equipment configurations, and a photo of the installed RTU panel. These as-built reports of the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by addenda and change orders shall be maintained up-to-date during the progress of the work. A copy of the as-built report template is attached to this specification section.
- C. As-built reports shall be accessible to the ENGINEER at all times during the construction period.
- D. Periodic payments must be accompanied by an updated copy of the as-built reports. Pay Applications submitted without as-built reports will not be processed by the ENGINEER until the drawings are received. The CONTRACTOR shall provide the following:
  - 1. One (1) set of hard copy as-built reports (8.5"x11" report) and an electronic copy delivered electronically or on a CD.
- E. Final payment will not be processed until the CONTRACTOR has prepared and delivered as-built reports to the ENGINEER.
- F. Upon substantial completion of the work and prior to final acceptance, the CONTRACTOR shall finalize and deliver a complete set of as-built reports to the ENGINEER for transmittal to the OWNER, conforming to the construction records of the CONTRACTOR. This set of reports shall consist of corrected information describing the nature of the work and installed materials. The information submitted by the CONTRACTOR and incorporated by the ENGINEER into the as-built reports will be assumed to be correct, and the CONTRACTOR shall be responsible for the accuracy of such information, and shall bear the costs resulting from the correction of incorrect data furnished to the ENGINEER and the OWNER.

## **1.2 RELATED REQUIREMENTS**

- A. **Section 01300:** Submittals.
- B. **Section 01700:** Project Close Out.

## **1.3 RECORDING**

- A. Record information concurrently with the progress of construction.
- B. Legibly mark each Section of the Technical Specifications and Addenda to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each item actually installed.
  - 2. Changes made by Field Order, Change Order, or Work Directive.

## **1.4 SUBMITTAL**

- A. Prior to Substantial Completion, submit as-built reports to the ENGINEER for delivery to the OWNER.
- B. Accompany submittal with a transmittal letter in duplicate, containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. CONTRACTOR's name and address.
  - 4. Title and number of each record document.
  - 5. Signature of CONTRACTOR or its authorized representative.
- C. Computer generated as-built reports shall be submitted. Data in tabular form will not be accepted. Following review by the ENGINEER and OWNER, any comments are to be addressed. On final submission, the following items shall be provided.
  - 1. Two (2) sets reports (8.5" x 11").
  - 2. The electronic files must be in PDF format submitted electronically or on compact disc (CD or DVD).

**PART 2 – PRODUCTS**

Not Used

**PART 3 – EXECUTION**

Not Used

**END OF SECTION**

# LRD Lift Station Remote Telemetry Panels As-Built Report Form

<i>General Information</i>		<i>RTU Panel Photo</i>
Lift Station Number		
Site Address		
Date RTU Placed into Service		
<i>RTU Information</i>		
RTU Manufacturer		
Cellular Provider		
SIM Card IP		
<u>List of Installed Equipment</u> <ul style="list-style-type: none"><li>•</li></ul>		



## **SECTION 01730**

### **OPERATION & MAINTENANCE MANUALS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Detailed information for the preparation, submission, and ENGINEER's review of Operation and Maintenance (O&M) Data, as required by individual specification sections. The O&M information shall be prepared specifically for this project, and shall include all sections and organization as specified herein.

##### **1.02 DEFINITIONS**

- A. Preliminary Data: Initial and subsequent submissions for ENGINEER's review.
- B. Final Data: ENGINEER-accepted data, submitted as specified herein.
- C. Maintenance Operation: As used on Maintenance Summary Form is defined to mean any routine operation required to ensure satisfactory performance and longevity of equipment. Examples of typical maintenance operations are lubrication, belt tensioning, adjustment of pump packing glands, and routine adjustments.

##### **1.03 SEQUENCING AND SCHEDULING**

- A. Equipment and System Data.
  - 1. Preliminary Data:
    - a. Do not submit until Shop Drawing for equipment or system has been reviewed and approved by ENGINEER and OWNER.
    - b. Submit prior to shipment date.
  - 2. Materials and Finished Data
    - a. Preliminary Data: Submit at least fifteen (15) days prior to request for start-up.

- b. Final Data: Submit within ten (10) days after final inspection.

#### **1.04 DATA FORMAT**

- A. Prepare preliminary data in the form of an instructional manual. Prepare final data in data compilation format in electronic media.

- B. Instructional Manual Format:

- 1. Binder: Commercial quality, permanent, three-ring or three-post binders with durable plastic cover.
- 2. Size: 8½ inches by 11 inches, minimum.
- 3. Cover: Identify manual with typed or printed title “OPERATION AND MAINTENANCE MANUAL” and list:
  - a. Project title.
  - b. Designate Applicable system, equipment, material, or finish.
  - c. Identity of separate structure as applicable.
  - d. Identity of general subject matter covered in the manual.
- 4. Title Page
  - a. CONTRACTOR name, address, and telephone number.
  - b. Subcontractor, supplier, installer, or maintenance CONTRACTOR’s name address, and telephone number, as appropriate.
    - i. Identify area of responsibility of each.
    - ii. Provide name and telephone number of local source of supply for parts and replacement.
- 5. Table of Contents:
  - a. Neatly typewritten and arranged in systematic order with consecutive page numbers.
  - b. Identify each product by product name and other identifying numbers or symbols set forth in the Contract Documents.

6. Paper: 20 pound minimum, white for typed pages.
7. Text: manufacturer's printed data, or neatly typewritten.
8. Three-hole punch data for binding and composition; arrange printing so that punched holes do not obliterate data.
9. Material shall be suitable for reproduction, with quality equal to original. Photocopying of materials will be acceptable, except for material containing photographs.

C. Data Compilation Format:

1. Compile all ENGINEER-accepted preliminary O&M data into a hard-copy, hard-bound set.
2. Each set shall consist of the following:
  - a. Binder: Commercial quality, permanent, three-ring or three-post binders with durable plastic cover.
  - b. Cover: Identify each volume with typed or printed title "OPERATION AND MAINTENANCE MANUAL, VOLUME NO. \_\_\_\_ OF \_\_\_\_", and list:
    - i. Project title
    - ii. CONTRACTOR's name, address, and telephone number.
    - iii. If entire volume covers equipment or system provided by one supplier include the following:
      - a) Identity of general subject matter covered in the manual.
      - b) Identity of equipment number and specification section.
  - c. Provide each volume with title page and typed table of contents with consecutive page numbers. Place content of entire set, identified by volume number in each binder.
  - d. Table of contents neatly typewritten, arranged in systematic order:
    - i. Include list of each product, indexed to content of each volume.
    - ii. Designate system or equipment for which it is intended.

- iii. Identify each product by product name and other identifying numbers or symbols set forth in the Contract Documents.
- e. Section Dividers:
  - i. Heavy, 80 pound cover weight, tabbed with numbered plastic index tabs.
  - ii. Fly-leaf:
    - a) For each separate product, or each piece of operating equipment, with typed description of product and major component parts of equipment.
    - b) List with each product:
      - 1) Name address, and telephone of subcontractor, suppliers, installer and maintenance CONTRACTOR as applicable.
      - 2) Identity area of responsibility of each.
      - 3) Provide local source of supply for parts and replacement.
  - iii. Identity of separate structure as applicable.
- f. Assemble and bind material, as much as possible, in the same order as specified in the Contract Documents.
- g. Include a data sheet listing specific information for each piece of equipment including:
  - i. Capacity and/or rating (flow and head ratings, speed, etc.)
  - ii. Serial number and/or model number(s)

D. Electronic Media Format:

- 1. Portable Document Format (PDF):
  - a. After all preliminary data has been found to be acceptable to the ENGINEER, submit O&M data in PDF format on CD or DVD.
  - b. Files to be exact duplicates of ENGINEER-accepted preliminary data. Arrange by specification number and name.

- c. Files to be fully functional and viewable in the most recent version of Adobe Acrobat.

## **1.05 SUBMITTALS**

### **A. Informational**

1. Data outline: submit two (2) copies of a detailed outline of the proposed organization and content of the Final Manuals prior to preparation of the preliminary manuals.
2. Preliminary Data:
  - a. Submit two (2) copies for ENGINEER's review.
  - b. If data meets conditions of the Contract:
    - i. One (1) copy will be returned to the CONTRACTOR.
    - ii. One (1) copy will be forwarded to the project representative.
  - c. If data does not meet conditions of the Contract:
    - i. All copies will be returned to the CONTRACTOR with the ENGINEER's comments for revision.
    - ii. ENGINEER's comments will be retained in ENGINEER's file.
    - iii. Resubmit two (2) copies revised in accordance with the ENGINEER's comments.
3. Final Data: Submit two (2) copies in format specified herein.

## **1.06 DATA FOR EQUIPMENT AND SYSTEMS**

### **A. Content for each unit (or common Units) and system:**

1. Product Data:
  - a. Include only those sheets that are pertinent to specific product.
  - b. Clearly annotate each sheet to:
    - i. Identify specific product or part installed.
    - ii. Identify data applicable to installation.
    - iii. Delete references to inapplicable information.

- iv. For data listed in tables, highlight the appropriate data with pointer marking “USE -->”.
  - c. Function, normal operating characteristics, and limiting conditions.
  - d. Performance curves, engineering data, nameplate data, and tests.
  - e. Complete nomenclature and commercial number of replaceable parts.
  - f. Original manufacturer’s part list, illustrations, detailed assembly drawings showing each part with part numbers and sequentially numbered part list, and diagrams required for maintenance.
  - g. Spare parts ordering instructions.
  - h. Where applicable, identify installed spares and other provisions for future work (e.g. reserved panel space, unused components, wiring, terminals)
- 2. As-installed, color coded piping diagrams.
  - 3. Charts of valve tag numbers, with the location and function of each valve.
  - 4. Drawings: Supplement product data with Drawings as necessary to clearly illustrate:
    - a. Format:
      - i. Provide reinforced, punched, binder tab: bind in with text.
      - ii. Reduced to 8½ inches by 11 inches, or 11 inches by 17 inches folded to 8½ inches by 11 inches.
      - iii. Where reduction is impractical, fold and place in 8½ inches by 11 inches envelopes bound in text.
      - iv. Identify specification section and product on drawings and envelopes.
    - b. Relations of component parts of equipment and systems.
    - c. Control and flow diagrams.

- d. Coordinate drawings with Project record documents to assure correct illustration of completed installation.
- 5. Instructions and procedures: Within text, as required to supplement product data.
  - a. Format:
    - i. Organize in consistent format under separate heading for each different procedure.
    - ii. Provide logical sequence of instructions for each procedure.
    - iii. Provide information sheet for OWNER's personnel, including:
      - a) Proper procedures in the event of failure.
      - b) Instances that might affect validity of guarantee or bond.
  - b. Installation instructions: Including alignment, adjusting, calibrating, and checking.
  - c. Operating procedures:
    - i. Startup, break-in, routine, and normal operating instructions.
    - ii. Test procedures and results of factory tests where required.
    - iii. Regulation, control, stopping, and emergency instructions.
    - iv. Description of operating sequence by control manufacturer.
    - v. Shutdown instructions for both short and extended duration.
    - vi. Summer and winter operating instructions, as applicable.
    - vii. Safety precautions.
    - viii. Special operating instructions.
  - d. Maintenance and Overhaul procedures:
    - i. Routine maintenance.
    - ii. Guide to troubleshooting.
    - iii. Disassembly, removal, repair, reinstallation, and reassembly.
- 6. Start-up information and test reports.
- 7. Guarantee, bond, and service agreement: in accordance with **Section 01780 - Closeout Submittals**.

- B. Content for each electronic item or system:
1. Description of unit and component parts:
    - a. Function, normal operating characteristics, and limiting conditions.
    - b. Performance curves, engineering data, nameplate data, and tests.
    - c. Complete nomenclature and commercial number of replaceable parts.
    - d. Interconnection wiring diagrams, including control and lighting systems.
  2. Circuit directories of panelboard:
    - a. Electrical service.
    - b. Controls.
    - c. Communication.
  3. List of electrical relay settings, and control and alarm contact settings.
  4. Electrical interconnection wiring diagram, including control and lighting systems.
  5. As-installed control diagrams by control manufacturer.
  6. Operating procedures:
    - a. Routine and normal operating instructions.
    - b. Sequences required.
    - c. Safety precautions.
    - d. Special operating instructions.
  7. Maintenance procedures:
    - a. Routine maintenance.



- b. Guide to troubleshooting.
  - c. Adjustment and checking.
  - d. List of relay settings, control, and alarm contact settings.
- 8. Manufacturer's printed operating and maintenance instructions
  - 9. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
  - 10. Start-up information and test reports.

C. Maintenance summary

- 1. Compile individual maintenance summary for each applicable equipment item, respective unit or system, and for components of subunits.
- 2. Format:
  - a. Use maintenance summary form bound with this section.
  - b. Each maintenance summary may take as many pages as needed.
  - c. Use only 8½ inch by 11 inch paper.
  - d. Complete using typewriter or electronic printing.
- 3. Include detailed lubrication instructions and diagrams showing points to be greased or oiled; recommended type, grade, and temperature range of lubricants and frequency of lubrication.
- 4. Recommended spare parts:
  - a. Data to be consistent with manufacturer's bill of materials / parts list furnished in the O&M Manuals.
  - b. "Unit" is the unit of measure for ordering the part
  - c. "Quantity" is the number of units recommended.
  - d. "Unit Cost" is the current purchase price.

## **1.07 DATA FOR MATERIALS AND FINISHES**

- A. Content for architectural products, applied materials and finishes:
  - 1. Manufacturer's data, giving full information on products:
    - a. Catalog number, size, and composition.
    - b. Color and texture designations.
    - c. Information required for reordering special manufactured products
  - 2. Instructions for care and maintenance
    - a. Manufacturer's recommendation for types of cleaning agents and methods.
    - b. Cautions against cleaning agents and methods that are detrimental to product.
    - c. Recommended schedule for cleaning and maintenance.
- B. Content for moisture protection and weather exposed products.
  - 1. Manufacturer's data, giving full information on products:
    - a. Applicable standards.
    - b. Chemical composition.
    - c. Details of installation.
  - 2. Instructions for inspection, maintenance and repair.

## **1.08 SUPPLEMENTS**

- A. The supplement listed below, following "END OF SECTION," are part of this specification.
  - 1. Form: Maintenance Summary Form.

## **PART 2 - PRODUCTS** **NOT USED**

**PART 3 - EXECUTION**  
NOT USED

**END OF SECTION**

## **MAINTENANCE SUMMARY FORM**

PROJECT: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_

1. EQUIPMENT ITEM \_\_\_\_\_

2. MANUFACTURER \_\_\_\_\_

3. EQUIPMENT/TAG NUMBER \_\_\_\_\_

4. WEIGHT OF INDIVIDUAL COMPONENTS (OVER 100 POUNDS) \_\_\_\_\_

5. NAMEPLATE DATA (hp, voltage, speed, etc.) \_\_\_\_\_

6. MANUFACTURER'S LOCAL REPRESENTATIVE \_\_\_\_\_

a. Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

b. Address \_\_\_\_\_

### 7. MAINTENANCE REQUIREMENTS

Maintenance Operation Comments	Frequency	Lubricant (If Applicable)
List briefly each maintenance operation required and refer to specific information in manufacturer's standard maintenance manual, if applicable. (Reference to manufacturer's catalog or sales literature is not acceptable.	List required frequency of each maintenance operation.	Refer by symbol to lubricant required.

## 8. LUBRICANT LIST

Reference Symbol	Shell	Exxon Mobil	Chevron Texaco	BP Amoco	Or Equal
List Symbols used in No. 7 above	List equivalent lubricants as distributed by each manufacture for the specific use recommended.				

## 9. RECOMMENDED SPARE PARTS FOR OWNER'S INVENTORY

Part No.	Description	Unit	Quantity	Unit Cost
Note: Identify parts provided by this Contract with two asterisks.				

## **SECTION 01750**

### **GENERAL REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 PERFORMANCE**

A. Section generally defines CONTRACTOR's responsibilities, unless otherwise indicated, for the following:

1. Preservation of Property.
2. Siltation and Bank Erosion.
3. Utility Construction and Adjustment.
4. CONTRACTOR's Responsibility.
5. Use of Chemicals.
6. Progress of Work.
7. OSHA.
8. Utilities and Structures Shown on the Plans.
9. Drainage.
10. Restoration of Surface Improvements.
11. Hours of Operation.

##### **1.02 PRESERVATION OF PROPERTY**

- A. 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.
- B. 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.

- C. In case of failure on the part of the CONTRACTOR to restore such property, or make good such damage or 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.

### **1.03 SILTATION AND BANK EROSION**

- A. Take adequate precautions to minimize siltation and bank erosion in the vicinity of canals or ditches, in discharging well point systems or during other construction activities.
- B. If well pointing, the CONTRACTOR shall notify the South Florida Water Management District and procure and necessary permits.

### **1.04 UTILITY CONSTRUCTION AND ADJUSTMENT**

- A. Bid items for pipe, pump stations, drainage structures, electrical, instrumentation, and appurtenances are for new work only.
- B. Bids for these items shall include all work incidental thereto, such as pavement repair, existing pond lining repair, sodding, landscape and irrigation repair, sidewalk, and all other required restoration work unless otherwise called for.
- C. Where it is necessary to relocate, lower or otherwise adjust existing mains and appurtenances as may be required to accomplish the new pipeline construction, the cost of work shall be included in the unit prices or lump sum price for such new pipeline.

### **1.05 CONTRACTOR'S RESPONSIBILITY**

- A. The CONTRACTOR shall be held strictly responsible for all parts of the work.
- B. If failures in the Work develop within one (1) year from the date of final acceptance, the CONTRACTOR shall be required to replace all faulty material at his full expense. A one (1) year warranty walkthrough shall be attended by the CONTRACTOR with the ENGINEER and South Martin Regional Utility.
- C. The CONTRACTOR is advised to purchase material under a guarantee from the Manufacturer, guaranteeing proper service under conditions that are established by the drawings, specifications and local conditions.

- D. The CONTRACTOR shall also be responsible for the following:
1. Charges by others for assistance to the CONTRACTOR for such work as supporting, replacing, moving or providing protection for their facilities as necessitated by the CONTRACTOR's operation.
  2. All costs of restoration of the work site to condition equal or better than prior to construction, including landscaping and irrigation systems.
  3. All costs of restoration of pavements and structures damaged by the CONTRACTOR's operation. Likewise the CONTRACTOR shall pay all costs of restoring all work areas and all areas where construction materials are stored, whether new materials to be installed or materials removed from the work area incidental to the work solely to the satisfaction of the OWNER.
  4. All public liability, property damage and contractual liability insurance required by others to permit the CONTRACTOR's operation.

#### **1.06 USE OF CHEMICALS**

- A. Any chemical used by the CONTRACTOR during the course of construction shall meet the regulatory requirements of either the Environmental Protection Agency (EPA) or the United States Department of Agriculture (USDA), and shall be approved by the ENGINEER prior to use.

#### **1.07 PROGRESS OF WORK**

- A. If at any time, the materials and appliances to be used appear to the ENGINEER as insufficient or improper for securing the quality of work or rate of progress required for the project, he may order the CONTRACTOR to increase his efficiency or improve the character of work.
- B. The failure of the ENGINEER to demand any increase of such efficiency or improvement shall not release the CONTRACTOR from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

#### **1.08 OSHA**

- A. CONTRACTOR must comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and



Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

#### **1.09 UTILITIES AND STRUCTURES SHOWN ON THE PLANS**

- A. Existing utilities and facilities are shown on the contract drawings only for the convenience of all parties concerned and were established without guarantee as to their accuracy or completeness of location.
- B. Because of conflicting and sometimes erroneous information, certain facilities may not be located precisely as shown, or may be omitted entirely.
- C. Prior to performing any work, the CONTRACTOR shall determine, by site inspection including soft digs by hand excavation or vacuum-assisted excavation, or otherwise, all pertinent data concerning the existing utilities, structures, and facilities, including the request of each utility agency to advise him of the location of their facilities in the work vicinity.
- D. The CONTRACTOR shall be completely responsible for the relocation, as required, of existing utilities and structures with such work accomplished at no additional cost to the OWNER.
- E. The OWNER and ENGINEER will assume no liability for damages sustained or costs incurred because of the CONTRACTOR's operations in the vicinity of the existing utilities or structures.
- F. The CONTRACTOR shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities. No compensation shall be made for such loss of time.
- G. The position of certain structures and utilities directly affects the proposed construction. Therefore, in order to insure that the proposed work can actually be positioned as planned, the CONTRACTOR shall make any excavation necessary for location of structures and utilities prior to construction of that particular portion of the job.
- H. All overhead, surface or underground structures encountered in trenching, whether shown on the Plans or not shown on the Plans, are to be carefully protected from injury or displacement, and all damage to such structures is to be completely repaired within a reasonable time; otherwise, the ENGINEER may give twenty-four (24) hour notice to the CONTRACTOR, then repair the damage at the CONTRACTOR's expense.

- I. All such repairs made by the CONTRACTOR are to be made to the satisfaction of the ENGINEER; all damaged pipes must be replaced or prevented from leaking. Also, all such repairs are to be inspected by the ENGINEER prior to backfilling. The CONTRACTOR must carefully protect from disturbance or injury, all monuments, stakes and bench marks, and shall not excavate nearer than five feet (5') to any of them until they have been removed, witnessed or otherwise disposed of by the ENGINEER.

#### **1.10 DRAINAGE**

- A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas.
- B. Any water that accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare.
- C. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary.
- D. Pumps and engines for well point systems shall be operated with mufflers, at a minimum noise level suitable to a residential area.
- E. The CONTRACTOR will not be allowed to discharge water into any storm drainage system without the written approval of the OWNER of that system.
- F. Approval will be subject to the conditions that the storm sewer be returned to its original conditions.
- G. The CONTRACTOR is responsible for carrying the water to the OWNER's onsite storm water management system or nearby body of water and for obtaining the necessary permission to use same.
- H. The CONTRACTOR shall be financially responsible for any nuisance or damage created due to carrying off water from his drainage system.

#### **1.11 RESTORATION OF SURFACE IMPROVEMENTS**

- A. Roadways, including shoulders, alleys and driveways of shell, limerock, asphalt, concrete, stabilized soil or gravel, grade plots, sod, shrubbery, ornamental trees, signs, mailboxes, fences, irrigation systems, or other surface improvements on public or private property which have been damaged or removed in excavating or

other construction operations, shall be restored to conditions equal to or better than conditions existing prior to beginning work.

- B. Turf restoration shall consist of sodding and not seed and mulching.
- C. CONTRACTOR is urged to investigate existing irrigation systems in order to minimize repair work necessary. No extra costs will be paid as a result of damage to existing irrigation systems.
- D. The cost of doing this work shall be included in the cost of the various applicable items or the lump sum priced proposal items unless a separate payment item has been established for specific restoration Work.
- E. Pre-Construction Audio Video DVDs - as specified will be used as an aid in determining conditions prior to construction.

#### **1.12 HOURS OF OPERATION**

- A. The CONTRACTOR is hereby informed and understands that certain noise between the hours of 6:00 PM and 8:00 AM is restricted. Therefore, the work is restricted during these hours, unless emergency conditions exist that are endangering life or property, as may be determined by the ENGINEER.
- B. If the CONTRACTOR is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the ENGINEER.
- C. The CONTRACTOR will not be authorized to work Saturdays, Sundays or holidays unless the CONTRACTOR agrees to reimburse the OWNER for all expenses incurred and provided that such work is prior to the commencement of work.

#### **PART 2 - PRODUCTS** NOT USED

#### **PART 3 - EXECUTION** NOT USED

**END OF SECTION**

## **SECTION 01780**

### **CLOSEOUT SUBMITTALS**

#### **PART 1 - GENERAL**

##### **1.01 SUBMITTALS**

###### **A. Informational Submittals:**

1. Submit prior to application for final payment.
  - a. Record Documents: As required in **Section 01720** – Record Documents.
  - b. Operation and Maintenance Manuals: As required in **Section 1730** – O&M Manuals.
  - c. Approved Shop Drawings and Samples: As required in **Section 01300** – Submittals.
  - d. Special Bonds, Special Guarantees, and Service Agreements.
  - e. Consent of Surety to Final Payment: As required in General Conditions.
  - f. Releases of Waivers of Liens and Claims: As required in General Conditions.
  - g. Releases from Agreements.
  - h. Final Application for Payment: Submit in accordance with procedures and requirements stated in **Section 01200** - Measurement and Payment.
  - i. Extra Materials: As required by individual Specification Sections.

##### **1.02 RECORD DOCUMENTS**

###### **A. Quality Assurance.**

1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.

2. Accuracy of Records:
  - a. Coordinate changes within record documents, making legible and accurate entries on each sheet of as-built reports and other documents where such entry is required to show change.
  - b. Purpose of Project record documents is to document factual information regarding aspects of the Work. Both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
3. Make entries within twenty-four (24) hours after receipt of information that a change in the Work has occurred.
4. CONTRACTOR shall maintain a red-lined set or record information throughout the duration of the project. ENGINEER may review and approval of current status of record documents along with each pay request. Failure to properly maintain and update record documents may result in a deferral by ENGINEER to recommend whole or any part of CONTRACTOR's Application for Payment, either partial or final.

**PART 2 – PRODUCTS**  
NOT USED

**PART 3 - EXECUTION**

**3.01 MAINTENANCE OF RECORD DOCUMENTS**

- A. General:
  1. Promptly following commencement of Contract Times, secure from ENGINEER at no cost to CONTRACTOR, one complete set of Contract Documents. Drawings will include a full-size and digital set.
  2. Record information concurrently with construction progress and within twenty-four (24) hours after receipt of information that change has occurred. Do not cover or conceal Work until required information is recorded.
- B. Preservation:
  1. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

2. Make documents and Samples available at all times for observation by ENGINEER.

**END OF SECTION**

## **SECTION 01810**

### **EQUIPMENT TESTING AND FACILITY STARTUP**

#### **PART 1 – GENERAL**

##### **1.01 DEFINITIONS**

- A. Facility: Entire project, or an agreed-upon portion of the project, including its entire unit processes.
- B. Functional Test: Test or tests in presence of the ENGINEER and the OWNER to demonstrate that installed equipment meets Manufacturer's installation, calibration, and adjustment requirements and other requirements as specified.
- C. Performance Test: Test or tests performed after any required functional tests and in the presence of the ENGINEER and the OWNER to demonstrate and confirm individual equipment meets performance requirements specified in the individual specification sections.
- D. Unit Process: as used in this section, a unit process is a portion of the facility that performs a specific process function, such as pumping or treatment.
- E. Facility Performance Demonstration:
  - 1. A demonstration, conducted by the CONTRACTOR, with assistance of the OWNER, to demonstrate and document the performance of the entire operating facility, both manually automatically, if required, based on criteria developed in conjunction with the OWNER and as accepted by the ENGINEER.
  - 2. Such a demonstration is for the purposes of (i) verifying to the OWNER the entire facility performs as a whole, and (ii) documenting performance characteristics of complete facility for OWNER's records. Neither the demonstration nor the evaluation is intended in any way to make performance of a unit process or entire facility the responsibility of the CONTRACTOR, unless such performance is otherwise specified.

##### **1.02 SUBMITTALS**

- A. Information Submittals:
  - 1. Facility startup and performance demonstration plan.
  - 2. Functional and performance test results.

3. Start-up check-list and report for approval prior to start-up services are conducted.
4. Completed start-up check-list and report.

### **1.03 FACILITY STARTUP AND PERFORMANCE DEMONSTRATION PLAN**

- A. Develop a written plan, in conjunction with the OWNER's operating personnel, to include the following:
  1. Step-by-step instructions for startup of each unit process and the complete facility.
  2. Start-up form to minimally include the following:
    - a. Description of the unit process, including equipment numbers/nomenclature of each item of equipment and all included devices.
    - b. Detailed procedure for startup of the unit process, including valves to be opened/closed, order of equipment startup, etc.
    - c. Startup requirements for each unit process, including water, power, chemicals, etc.
    - d. Space for evaluation comments.
    - e. Sequence of unit process startup to achieve facility startup.
    - f. CONTRACTOR certification that the facility is capable of performing its intended function(s), including fully automatic operations.
    - g. Signature spaces for the CONTRACTOR and the ENGINEER.

## **PART 2 - PRODUCTS**

NOT USED

## **PART 3 – EXECUTION**

### **3.01 GENERAL**



- B. Facility Startup Meetings: Schedule, in accordance with the requirements of **Section 01039 - Coordination and Meetings**, to discuss test schedules, test methods, materials, chemicals and liquids required, facilities operations interface, and OWNER involvement.
- C. CONTRACTOR's Testing and Startup Representative:
  - 1. Designate and furnish one or more personnel to coordinate and expedite testing and facility startup.
  - 2. Representative(s) shall be present during startup meetings and shall be available at all times during testing and startup.
- D. Provide temporary valves, gauges, piping, test equipment, water, power, chemicals, laboratory analysis, and other materials and equipment required for testing and startup.
- E. Testing and startup of the pumps and associated electrical and control equipment may require phasing. The testing and startup may have to occur in stages at varying intervals. The CONTRACTOR's testing and startup representative and essential Manufacturer's representative must be present at all startups.
- F. Provide adequate subcontract and equipment Manufacturer's staff to prevent delays. Schedule ongoing work so as not to interfere with or delay testing and startup.
- G. OWNER will:
  - 1. Operate process units and facility with support of CONTRACTOR.

### **3.02 EQUIPMENT TESTING**

- A. Preparation:
  - 1. Complete installation before testing.
  - 2. Furnish qualified Manufacturer's representatives, when required by individual specification sections.
  - 3. Obtain and submit from equipment Manufacturer's representative Manufacturer's Certification of Proper Installation Form.
    - a. Equipment Test Report Form: Provide written test report for each item of equipment to be tested, to include the minimum information:

- b. OWNER/Project name
  - c. Equipment or item tested.
  - d. Date and time of test.
  - e. Type of test performed (functional or performance)
  - f. Test method.
  - g. Test conditions.
  - h. Test results.
  - i. Signature spaces for CONTRACTOR and ENGINEER as witness.
4. Cleaning and Checking: Prior to beginning functional testing:
- a. Calibrate testing equipment in accordance with Manufacturer's instructions.
  - b. Inspect and clean equipment, devices, connected piping, and structures to ensure they are free of foreign material.
  - c. Lubricate equipment in accordance with Manufacturer's instructions.
  - d. Turn rotating equipment by hand when possible to confirm that equipment is not bound.
  - e. Open and close valves by hand and operate other devices to check for binding, interference, or improper functioning.
  - f. Check power supply to electric-powered equipment for correct voltage.
  - g. Adjust clearances and torque.
  - h. Pressure test force main for leaks.
5. Ready-to-test determination will be by ENGINEER based at least on the following:
- a. Acceptable Operation and Maintenance Data.

- b. Notification by CONTRACTOR of equipment readiness for testing.
- c. Receipt of Manufacturer's Certificate of Proper Installation.
- d. Receipt and approval of start-up check-list and from.
- e. Adequate completion of work adjacent to, or interfacing with, equipment to be tested, including items to be furnished by the OWNER, if any.
- f. Availability and acceptability of Manufacturer's representative, when specified, to assist in testing of respective equipment.
- g. Satisfactory fulfillment of other specified Manufacturer's responsibilities.
- h. Equipment and electrical tagging complete.
- i. Delivery of all spare parts and special tools.

B. Functional Testing:

- 1. Conduct as specified in individual Specification sections.
- 2. Notify OWNER and ENGINEER in writing at least ten (10) days prior to scheduled date of testing.
- 3. Prepare Equipment Test Report summarizing test method and results.
- 4. When, in ENGINEER's opinion, equipment meets functional requirements specified, such equipment will be accepted for purposes of advancing to performance testing phase, if so required by individual Specification sections. Such acceptance will be evidenced by ENGINEER/OWNER's signature as witness on Equipment Test Report.

C. Performance Testing:

- 1. Conduct as specified in individual Specification sections.
- 2. Notify ENGINEER and OWNER in writing at least ten (10) days prior to scheduled test date.
- 3. Performance testing shall not commence until equipment has been accepted by ENGINEER as having satisfied functional test requirements specified.

4. Type of fluid, gas, or solid for testing shall be as specified.
5. Unless otherwise indicated, furnish labor, materials, and supplies for conducting the test and taking samples and performance measurements.
6. Prepare Equipment Test Report summarizing test method and results.
7. When, in ENGINEER's opinion, equipment meets performance requirements specified, such equipment will be accepted as to conforming to Contract requirements. Such acceptance will be evidenced by ENGINEER's signature on Equipment Test Report.

**END OF SECTION**

## MANUFACTURER'S CERTIFICATE OF PROPER INSTALLATION

OWNER\_\_\_\_\_

EQPT SERIAL NO. \_\_\_\_\_

EQPT TAG NO. \_\_\_\_\_

EQPT/SYSTEM \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

SPEC. SECTION \_\_\_\_\_

I hereby certify that the above - referenced equipment/system has been:

(Circle Applicable)

- Y     Installed in accordance with Manufacturer's recommendations.
- Y     Inspected, checked, and adjusted.
- Y     Serviced with proper initial lubricants.
- Y     Electrical and mechanical connections meet quality and safety standards.
- Y     All applicable safety equipment has been properly installed.
- Y     System has been performance tested, and meets or exceeds specified performance requirements. (When complete system of one manufacturer)

Comments:

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I, the undersigned Manufacturer's Representative, hereby certify that I am (i) a duly authorized representative of the Manufacturer, (ii) empowered by the manufacturer to inspect, approve, and operate his equipment and (iii) authorized to make recommendations required to assure that the equipment furnished by the manufacturer is complete and operational, except as may be otherwise indicated herein. I further certify that all information contained herein is true and accurate.

Date: \_\_\_\_\_, 20\_\_\_\_

Manufacturer: \_\_\_\_\_

By Manufacturer's Authorized Representative: \_\_\_\_\_

(Authorized Signature)

**DIVISION 16**

**ELECTRICAL**

## **SECTION 16000**

### **ELECTRICAL GENERAL REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General Conditions, apply to all the Work specified in the Electrical 16000 Sections.

##### **1.02 LAWS, PERMITS, FEES AND NOTICES**

- A. Secure and pay all permits, fees and licenses necessary for the proper execution of the Work. Submit all notices and comply with all laws, ordinances, rules and regulations of any public agency bearing on the Work. CONTRACTOR shall be licensed Electrical CONTRACTOR in the county of construction.

##### **1.03 DEPARTURES**

- A. If any departures from the Contract drawings or specifications are deemed necessary, details of such departures and the reasons therefore shall be submitted to the ENGINEER for advance written approval, prior to departure.

##### **1.04 GUARANTEES**

- A. Furnish written guarantee covering all materials, workmanship, labor and equipment for a period of one (1) year from the date of acceptance as described in the Contract General Conditions.
- B. The OWNER reserves the right to operate and use all materials and equipment failing to meet the requirements of the Contract documents until such unacceptable materials and equipment are replaced or repaired to the satisfaction of the ENGINEER.

##### **1.05 AS-BUILT INFORMATION**

- A. A set of “red-lined” electrical drawings shall be carefully maintained at the job site. Actual conditions are to be put on the drawings in red on a daily basis so the drawings will continuously show locations and routes of cable trays, conduits, pull-boxes, circuit numbers, and other information required by the ENGINEER.

#### **1.06 JOB SITE VISIT**

- A. Visit the project site before submitting a bid. Verify all dimensions shown and determine the characteristics of existing facilities which will affect performance of the Work, but which may not be shown on drawings or described within these specifications.

#### **1.07 CLEANUP**

- A. Maintain a continuous cleanup during the progress of the Work and use appointed storage areas for supplies. The premises shall be kept free from accumulations of waste materials and rubbish.

#### **1.08 CUTTING AND PATCHING**

- A. Cut and prepare all openings, chases and trenches required for the installation of equipment and materials. Repair, remodel and finish in strict conformance with the quality of workmanship and materials in the surroundings. Obtain written permission from the ENGINEER for any alterations to structural members before proceeding.

#### **1.09 MAINTENANCE**

- A. Render all necessary measures to ensure complete protection and maintenance of all systems, materials and equipment prior to final acceptance. Any materials or equipment not properly maintained or protected to assure a factory new condition at the time of final acceptance shall be replaced immediately at no additional cost to the OWNER.

#### **1.10 WATERPROOFING**

- A. Whenever any Work penetrates any waterproofing, seal and render the Work waterproof. All Work shall be accomplished so as not to void or diminish any waterproofing bond or guarantee.

#### **1.11 TESTS**

- A. Conduct an operating test of equipment prior to the ENGINEER's approval. The equipment shall be demonstrated to operate in accordance with the requirements of these specifications. The tests shall be performed in the presence of the ENGINEER or an authorized representative. The electrical CONTRACTOR shall furnish all instruments, electricity and personnel required for the tests.



## **1.12 SUMMARY OF ELECTRICAL WORK**

- A. Provide all labor, materials, tools, supplies, equipment and temporary utilities to complete the Work shown on the drawings and specified herein. All systems are to be completely installed and fully operational. Specifically, the Work includes, but is not necessarily limited to:
1. Provide coordination with LRD personnel to access existing lift station control panel. Provide 120V power connections from LS. This may require shutting down temporarily power to the lift station control panel- coordinate any outages and keep them to no more than 15- 30 minutes, depending on site.
  2. Provide power to proposed RTU equipment from existing lift station control panel.
  3. The Contractor shall provide for review and approval at each site a layout of the proposed RTU installation, including location, and layout of the discrete, analog, and power conduit/wires from the LSCP to the RTU and the level instrument from the RTU to the wetwell.
  4. Provide and install all the electrical equipment, mounting hardware like unitstrut and other hardware as required onto existing equipment rack/or provide new rack as required, see the drawings. Provide conduit and control wires, grounding, RTU enclosure, wetwell level sensor raceway (with ep sealoff), and mounting hardware as required.
  5. Provide configuration and programming of Cell wireless modem and pump controller to collect status and alarm signals as indicated on the drawings.
  6. Coordinate with Owner's SCADA tech to make RTU signals of I/O indicated on drawings available at WWTP SCADA system.
  7. Provide grounding of the equipment.
  8. Provide testing and startup of the pump station equipment.
  9. Provide training of Owner's personnel.
  10. Provide all as-built to the drawings and closing documents.

### **1.13 CODES AND STANDARDS**

- A. General Applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical Work (in addition to specific applications specified by individual Work sections of these specifications):
  - 1. U.L.: Electrical materials shall be approved by Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.
  - 2. National Electrical Code.
  - 3. OSHA: Standards of the Occupational Safety and Health Administration are to be complied with.
  - 4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers and fuses.
  - 5. ANSI: America National Standards Institute
  - 6. NESC: National Electrical Safety Code
  - 7. Any and all local codes.

### **1.14 ELECTRICAL TEMPORARY FACILITIES**

- A. The electrical CONTRACTOR shall include in his bid the cost of furnishing, installing, maintaining and removing all materials and equipment required to provide temporary light and power to perform his Work during construction and until Work is completed.
- B. Safety
  - 1. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards. Ground fault interrupters shall be employed in accordance with codes.
  - 2. Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.

3. Raintight cabinets shall be used for all equipment employed in wet areas.

#### **1.15 EXCAVATING FOR ELECTRICAL WORK**

- A. General – Not needed

#### **1.16 ELECTRICAL SUBMITTALS**

- A. Submittals for Approval

1. Refer to Contract General Conditions for additional instructions on the General Conditions and this section, the more stringent requirements shall apply.
2. Shop Drawings and Manufacturer's data sheets are required for all electrical materials.
3. Submittals will not be accepted for partial systems. Submit all materials for each specification section at one time. Submittals must be arranged, correlated, indexed and bound in orderly sets for ease of review.
4. Samples are to be supplied for any substitute as requested by the ENGINEER.
5. The following numbers of copies are required:

Shop drawings	6 sets
Samples	1 each
Manufacturer's data	6 sets
Certifications	6 sets
Test reports	6 sets
Warranties/Guarantees	6 sets

6. Submit shop drawings, Manufacturer's data and certifications on all items of electrical Work prior to the time such equipment and materials are to be ordered. Order no equipment or materials without approval from the ENGINEER. Submittals will not be accepted for partial system submittals; submit all data at one time. Submittals will be promptly returned, approved, approved as noted, or not approved. Items "approved as noted" must be changed to comply with the ENGINEER's comments and need not be resubmitted for "approved" status. Items "not approved" are not suitable, requiring complete new submittals.

7. Time delays caused by rejection of submittals are not cause for extra charges to OWNER or time extensions. CONTRACTOR shall be responsible for investigating existing systems or shop drawings in order to fully integrate the new equipment into the system. Adequate shop drawings may or may not exist for all existing systems.

**B. Operation and Maintenance Manuals**

1. Submit to the ENGINEER five (5) copies of all Manufacturer's service installation and operation manuals, instructions and bulletins. These manuals shall be subject to review of the ENGINEER. If acceptable they shall be forwarded to the OWNER. If not acceptable they shall be returned to the CONTRACTOR for revision and resubmittal. Manuals shall contain, but not be limited to, the following:
  - a. Brief description of system and basic features.
  - b. Manufacturer's name and model number for all components in the system.
  - c. List of local factory authorized service companies.
  - d. Operating instructions.
  - e. Maintenance instructions
  - f. Trouble shooting instructions
  - g. Manufacturer's literature describing each piece of equipment.
  - h. Power and control wiring diagrams
  - i. Parts lists

**1.17 ELECTRICAL PRODUCTS**

**A. Standards Products**

1. Unless otherwise indicated in writing by the ENGINEER, the products to be furnished under this specification shall be the Manufacturer's latest design. Units of equipment and components of the same purpose and rating shall be interchangeable throughout the project. All products shall be newly manufactured. Defective equipment or equipment damaged in the course of installation or test, shall be replaced or

repaired in a manner meeting with the approval of the ENGINEER at no additional expense to the OWNER.

**B. Delivery, Storage and Handling**

1. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels and similar information needed for distinct identification; adequately packaged or protected to prevent deterioration during shipment, storage and handling. Store in a dry, well ventilated, indoor space, except where prepared and protected by the Manufacturer specifically for exterior instructions for storage locations.

**C. Substitutions**

1. Comply with instructions in the Contract General Conditions and Special Conditions and obtain pre-approval of the ENGINEER regarding substitutions.

**1.18 SKILLED ELECTRICAL CRAFTSMEN**

- A. CONTRACTOR shall employ and staff the project with skilled Craftsmen experienced in the project requirements.
- B. As a minimum, a Licensed Journeyman Electrician shall be present on the project at all times.
- C. Other skilled persons shall be present as the project requirements dictate including Manufacturer's representatives, start-up technicians, ENGINEERS, etc.

**1.19 DRAWINGS AND SPECIFICATIONS**

- A. Refer to the drawings for additional requirements. There are requirements indicated on the drawings which are not indicated in the specification.
- B. Bidders, suppliers, equipment vendors, General CONTRACTOR, Sub Contractors and other similar entities are required to read all the Contract documents including drawings and specifications.

**1.20 SCHEMATIC NATURE**

- A. Plan views are schematic in nature and meant to show the schematic arrangement of equipment and conduit.
- B. CONTRACTOR shall provide the OWNER/ENGINEER with an 11 x 17 (min) drawing (to scale) of the final layout of the equipment and

conduit routing for approval. This drawing shall include measurements for all NEC required clearances and separations for equipment and conduit. Refer to other spec sections for conduit routing requirements.

#### **1.21 APPROVED SHOP DRAWINGS**

- A. Use approved shop drawings for lay out of equipment. The Contract documents will vary from the shop drawings. Inform the ENGINEER immediately if there are lay out issues or inadequate space for equipment or clearances. Land conduits in openings of enclosures per the approved shop drawings, do not use the Contract drawings.
- B. Housekeeping pads, equipment racks and the like shall be based on the approved shop drawings.

#### **1.22 CLEARANCES**

- A. It shall be the CONTRACTOR's responsibility to meet N.E.C. clearances about equipment.

#### **1.23 ROUTING**

- A. Conduit routing is schematic in nature. Conduit routing is shown for clarity on the Contract drawings. See other spec sections for additional conduit routing requirements.

#### **1.24 FUTURE FACILITIES**

- A. Where future facilities are indicated, conduit routing shall account for such facilities.
- B. Where conduits are installed as spares or for future equipment, these conduits shall include pull string, any conduits installed exposed along a concrete pad or slab, shall be capped.

#### **1.25 DRAWINGS FURNISHED BY CONTRACTOR**

- A. OWNER shall be provided all CONTRACTOR furnished drawings. Such drawings include, but are not limited to: Control panels, MCC.s, switch boards, instrumentation details, redline mark-up of the Contract drawing and the like.
- B. Drawings shall be furnished for review and approval. No materials shall be provided without the ENGINEER's approval.
- C. Final drawings shall be furnished or as field modified accounting for any changes made during start up.

## **1.26 HOMERUNS**

- A. CONTRACTOR shall coordinate home runs between plan views. Where any conduit is shown in any plan view it shall be installed the entire length may be required.

### **PART 2- PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

## **SECTION 16050**

### **BASIC MATERIALS AND METHODS**

#### **PART 1 - GENERAL**

##### **1.01 SUBMITTALS**

- A. Submit data sheets on all items per Section 16000.

##### **1.02 CODES AND STANDARDS**

- A. General applicable provisions of the following codes and standards and other codes and standards required by the State of Florida and local jurisdictions are hereby imposed on a general basis for electrical Work (in addition to specific applications specified by individual Work sections of these specifications):
  - 1. U.L.: Electrical materials shall be approved by the Underwriters' Laboratories, Inc. This applies to materials which are covered by U.L. standards. Factory applied labels are required.
  - 2. NEC: National Electrical Code
  - 3. OSHA: Standard of the Occupational Safety and Health Administration are to be complied with.
  - 4. NEMA: National Electrical Manufacturers Association Standards are to be met wherever standards have been established by that agency, and proof is specifically required with material submittals for switchboards, motor control centers, panelboards, cable trays, motors, switches, circuit breakers, and fuses.
  - 5. ANSI: American National Standards Institute
  - 6. NESC: National Electrical Safety Code

#### **PART 2 - PRODUCTS**

##### **2.01 GROUNDING MATERIALS**

- A. All ground rods shall be 20foot 5/8" copper clad, unless otherwise indicated.



- B. Around wires shall be soft drawn copper sized per National Electrical Code, unless otherwise indicated.

## **2.02 CONDUIT**

### **A. PVC Conduit**

- 1. PVC conduit shall be Schedule 80 or Schedule 40 unless otherwise noted and shall be U.L. approved. Comply with Federal Spec WC-1094 and NEMA TC-1.

### **B. Flexible Conduit**

- 1. All flexible conduits shall be liquidtight, made of corrosion resistant plated steel with extruded polyvinyl covering and watertight connectors.

- C. Refer to schedule in drawing for location requirements.

## **2.03 CABLE, WIRE AND CONNECTORS**

### **A. 600 Volt Power Wiring**

- 1. Individual conductors shall be rated for 600 volts and shall meet the requirements below:
  - a. Conductors shall be stranded.
  - b. All wire shall be brought to the job in unbroken packages and shall bear the date of manufacturing; not older than 12 months.
  - c. Type of wire shall be THWN except where required otherwise by the Contract drawings.
  - d. No wire smaller than No. 12 gauge shall be used unless specifically indicated.
  - e. Conductor metal shall be copper.
  - f. All conductors shall be meggered after installation. Megger testing shall exceed 50 mega ohms.

2. Multi-conductor cables shall be type TC UL 1277 THWN, PVC jacketed 600V with conductor and quantities as indicated.

**B. Instrumentation and Control Cable**

1. Process instrumentation wire shall be 16 gauge twisted pair, 600 V., aluminum tape shielded, polyvinyl chloride jacketed, as manufactured by the American Insulated Wire Co., Belden Cable, Eaton Corp., or equal. Multiconductor cables with individually shielded twisted pairs shall be installed where indicated.
2. Multiconductor control cable shall be stranded 14 gauge, 600 V. THWN insulated overall shielded with PVC jacket, as manufactured by the American Insulated Wire Co., Eaton Corp., or equal.

**2.04 TERMINATIONS AND SPLICES (600 VOLTS AND LESS)**

- A. Terminations of power cable shall be by means of U.L. approved connectors. All connectors shall meet U.L. 486B and shall be compatible with the conductor material.
- B. Terminate all control and instrumentation cable with screw-clamp type terminal blocks.
- C. Splicing of power, control, or instrumentation wiring will not be allowed except by written approval of the ENGINEER. Where splicing is allowed, splices shall be made with approved compression connectors, and splices shall be made waterproof regardless of location.

**2.05 BOXES**

- A. Boxes for wiring devices, switches and receptacles installed outdoors shall be weatherproof fiberglass with polycarbonate cover plates, or stainless steel 316.

**2.06 PULL BOXES AND SPLICE BOXES**

- A. Location
  1. Units used outdoor or in a damp or corrosive environment shall be 316 ss or fiberglass unless otherwise indicated on plans.
  2. Units used indoors in dry and clean A/C environments shall be NEMA 1.

B. Size

1. Units shall be sized per NEC as minimum.

C. Required Units

1. Plans depict minimum requirements. Additional units shall be provided as may be required to complete raceway systems.

**2.07 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT**

- A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pull boxes, and other equipment.
- B. Support system used indoors in clean, dry and air-conditioned areas shall be galvanized steel. All other areas shall be 316 ss with ss fasteners.
- C. Perforated straps and wires are not permitted for supporting electrical devices. Anchors shall be of approved types.
- D. All supports, hangers, hardware, etc. used outdoors or in in non-air-conditioned indoor areas or in hazardous areas shall be non-ferrous, corrosion resistant or 316 stainless steel. Supports shall be selected to avoid galvanic reactions. Support devices shall be submitted for approval.
- E. Provide trapeze, bridge systems or wall bracketed cantilevered system to support the raceway system.
- F. Spacing of support systems shall be per NEC. Provide spacing of conduits according to the NEC and the materials used. For PVC conduit, refer to NEC table 347-8.
- G. Plans depict minimum requirements. Provide additional units as required to complete raceway system.

**2.08 DUCT SEAL**

- A. Provide Garvin Industries' duct seal or an approved equal
- B. Provide and install duct seal at all conduit ends for all new conduit installations, including wetwell and valve vault.
- C. Duct seal shall be used to seal all penetrations at junction boxes, control panels, RTU enclosures, terminal boxes, starter enclosures, timers, MCC equipment, panelboards and the like, It shall be a permanently soft, non

toxic compound. It shall also not affect other plastic materials or corrode metals.

### **PART 3 - EXECUTION**

#### **3.01 GROUNDING**

- A. Provide ground system as indicated on the drawings and as required by the National Electrical Code.
- B. All raceways require grounding conductors. Metallic raceways are not adequate grounding paths. Bonding conductors through the raceway systems shall be continuous from main switch ground buses to panel ground bars of the panelboards, and from panel grounding bars of panelboards and motor control centers to branch circuit outlets, motors, lights, etc. THESE GROUND CONDUCTORS ARE REQUIRED THROUGHOUT THE PROJECT REGARDLESS OF WHETHER CONDUIT RUNS SHOW GROUND CONDUCTORS ON THE DRAWINGS.
- C. All connections made below grade shall be of the exothermic type.
- D. The grounding system test shall not exceed a 48 hour span dry resistance of 10 ohms. Additional grounding to meet this requirement shall be installed at no extra cost. Grounding and bonding connections shall not be painted.

#### **3.02 CONDUIT**

- A. Locations:

Conduits shall be used as follows:

- 1. Refer to schedule on drawings.
- B. Installation
  - 1. Conduits subjected to rough handling or usage shall be removed from the premises.
  - 2. Conduits must be kept dry and free of water or debris with approved pipe plugs or caps. Care shall be given that plugs or caps be installed before pouring of concrete.
  - 3. Where conduits pass through exterior concrete walls or fittings below grade, the entrances shall be made watertight.

4. Infurred ceilings, conduit runs shall be supported from structure, not furring.
5. Conduits entering panelboards, pull boxes, or outlet boxes shall be secured in place by galvanized locknuts and bushings, one (1) locknut outside and one (1) locknut inside of box with bushing on conduit end. The locknuts shall be tightened against the box without deforming the box. Bushings shall be of the insulating type.
6. Field conduit bends shall be made with standard tools and equipment manufactured especially for conduit bending.
7. Where embedded conduits cross expansion joints, furnish and install offset expansion joints or sliding expansion joints. Sliding expansion joints shall be made with straps and clamps.
8. Exposed runs of conduits shall be installed with runs parallel or perpendicular to walls, structural members or intersections of vertical planes and ceilings, with right angle turns consisting of symmetrical bends. No attempts are made in plans to show required pull boxes, gutters, etc. necessary for the construction of the raceway system but the CONTRACTOR shall provide these raceways as may be required.
9. Conduits in structural slabs shall be placed between the upper and the lower layers of reinforcing steel, requiring careful bending of conduits. Conduits embedded in concrete slabs shall be spaced not less than eight (8) inches on centers or as widely spaced as possible where they converge at panels or junction boxes. Conduits running parallel to slab supports, such as beams, columns and structural walls shall be installed not less than 12 inches from such supporting elements. To prevent displacement during concrete pour, saddle supports for conduit, outlet boxes, junction boxes, inserts, etc., shall be secured.
10. Conduit runs shall always be concealed except where indicated on plans.
11. Pull lines shall be installed in all empty conduits. All pull wires shall be identified with conduit number at each end.
12. Where conduits are run individually, they shall be supported by approved pipe straps secured by means of toggle bolts or tapcons on hollow masonry; tapcons on concrete or solid masonry; machine screws or bolts on metal surfaces and wood screws on wood

construction. The use of perforated straps or wires will not be permitted.

13. Wire shall not be installed until all Work of any nature that may cause damage is completed, including pouring of concrete. Mechanical means shall not be used in pulling in wires No. 8 or smaller.
14. Underground conduits not under concrete slabs are to be buried at least two (2) feet below finished grade for circuits rated 600 volts or less, except under traffic areas where motor vehicles may cross. Under traffic areas, conduits are to be buried at least three (3) feet below finished grade.
15. All conduits shall be cleaned by pulling a brush swab through before installing cables.
16. All conduits shall be sealed at each end with electrical putty. Special care shall be taken at all equipment where entrance of moisture could be detrimental to equipment. Approved backing gauze is required prior to the installation of conduit putty.
17. A maximum of two (2) feet of flexible conduit shall be used at connections of all motors, transformers, motor operated valve and gates, instruments and other items of equipment where vibration is present. It shall be supported where required with stainless steel bands.
20. PVC conduit shall be supported to walls and slabs using carlon snap strap conduit wall hangers. Two hole PVC conduit clamps shall not be permitted.

### **3.03 WIRES, CABLES AND CONNECTIONS**

- A. Cables pulled into conduits shall be pulled using pulling eyes attached to conductors.
- B. Shields shall be grounded at only one termination point.

### **3.04 BOXES**

- A. Installation of boxes shall be in accordance with the National Electrical Code requirements.
- B. Boxes shall be mounted plumb and level in accessible locations and mounting shall be secure, vibration resistant and galvanically compatible. Hardware shall

be used that is specifically intended for the purpose. When mounted in corrosive, damp or wet locations, stainless steel hardware shall be utilized.

### **3.05 WIRING DEVICES**

- A. Wiring devices shall be installed in device boxes approved for the application. All connections shall be made with screw terminals. Wiring devices shall be Leviton or approved equal.
- B. Wire devices on UPS systems shall be isolated ground, colored orange.
- C. Cover plates shall be provided as follows except as otherwise noted.
  - 1. Interior finished area – brushed aluminum
  - 2. Wet areas – gasketed plastic with flip cover.
- D. Receptacles installed outdoors, below grade, or in areas other than clean and dry environments shall be GFI and weatherproof. Receptacles shall be weatherproof with cords plugged in.
- E. All receptacles shall be GFI protected.

### **3.06 SUPPORTING DEVICES**

- A. All items shall be supported from the structural portion of the building and studs, except standard ceiling mounted lighting fixtures and small devices may be supported from ceiling system where permitted by the ENGINEER. However, no sagging of the ceiling will be permitted. Supports and hangers shall be types approved by Underwriters' Laboratories.
- B. All floor-mounted devices (switchboards, large control panels, motor control centers, transformers, etc.) shall be securely anchored to the floors. Where recommendations are made by Manufacturer, these recommendations shall be followed.

### **3.07 CLEANING**

- A. All electrical equipment enclosures shall be thoroughly cleaned before acceptable by the OWNER. As a minimum, CONTRACTOR shall remove all debris including stripped wire insulation, dirt, and debris.

**END OF SECTION**

## **SECTION 16900**

### **CONTROL PANELS**

#### **PART 1 – GENERAL**

##### **1.1 SCOPE OF WORK**

- A. The Contractor shall furnish, install and place into service a fully operational radio telemetry system based on cellular radio for the collection of status and alarm signals from existing waste water pumping stations as indicated by the Contract documents and the drawings.
- B. Coordinate with LRD staff and provide wiring at existing waste water duplex pump stations and corresponding discrete and analog points in the proposed RTU.
- C. Provide terminal strip modifications/terminations as needed inside existing LRD sewage pump station control panels reflecting the Owner's I/O elements of points to be monitored with the proposed RTU equipment.
- D. The Instrumentation and Controls Contractor is ultimately responsible to make the RTU control panels provide radio telemetry data back to LRD's central RTU site/SCADA, based on I/O monitored by proposed RTU equipment. Provide a fully functional system; at minimum this shall include for the I&C Contractor to provide all additional hardware, materials, field modifications, and labor as required.
- F. Drawings depict the best available data from the Owner's latest standards; the RTU panel schematics reflect the basic minimum devices needed to provide a fully working RTU system based on the proposed pump controller and cellular based radio telemetry. The IC& Contractor shall provide the additional internal wiring and components as required to make RTU system operational.
- G. The I&C Contractor shall coordinate with the LRD personnel the proper installation of the wetwell level transducer inside existing wetwell locations.

##### **1.2 SINGLE INSTRUMENT SUPPLIER**

- A. The Contractor shall assign to the Single Instrument and Control (I&C) supplier full responsibility for the functional operation of all new instrumentation systems. The Contractor shall have said supplier perform all engineering necessary to select, to furnish, to supervise installation, connection, to calibrate, to place into operation all sensors, instruments,



alarm equipment, control panels, accessories and all other equipment as specified herein.

- B. The foregoing shall enable the Contractor and the Owner to be assured that the full responsibility for the requirements of this section shall reside in an organization which is qualified and experienced in the waste water treatment field and its process technology on a functional system basis.
- C. The I&C supplier shall be a UL 508, UL 698A listed manufacturer.
- D. Contractor shall review all specifications and drawings.
  - 1. The following are the suggested division of responsibilities. The Contractor shall have the freedom and responsibility to complete the work in any fashion he sees fit as long as the following minimum features are included.
  - 2. The I&C Contractor shall provide all system integration, configuration, calibration, and coordination.
  - 3. The control panel manufacturer shall provide all of the control panel equipment including soft starters, pilot lights, switches, relays, pump bubbler compressor and controller, terminal strips field instruments, and the like. The control panel manufacturer shall coordinate with the pump vendor and include the pump protective relays and components as recommended by the pump vendor.
  - 4. All field located instrumentation and control equipment shall be identified when existing, and provided by the I&C Contractor when new. Such equipment shall include floats, status of starters, HOA switch positions, and the like.
  - 5. the control panel manufacturer to the Engineer. Before the submittal is made to the Engineer, the I&C Contractor shall work out all the details with the other system vendors.
  - 6. Float system shall be used as primary level control. Level sensor is for the purpose of continuous level status.
  - 7. Pumping Station status, running of pumps, faults, wetwell float levels, and the I/O shown on the drawings shall be provided via wiring and raceways to the proposed RTU system as indicated on the drawings.

8. Provide monitoring of the lift station operation (via relay logic based on floats). Pump alternation is based on alternator relay, refer to control schematic on the drawings.

### **1.3 INSTALLATION WORK**

- A. Nothing in this part of the specifications shall be construed as requiring the Contractor to utilize personnel supplied by his assigned instrument manufacturer's organization or any division thereof, to accomplish the physical installation of any elements, instruments, accessories or assemblies specified herein. However, the Contractor shall employ installers who are skilled and experienced in the installation and connection of all elements, instruments, accessories and assemblies; portions of their work shall be supervised or checked as specified herein.

### **1.4 PREPARATION OF SUBMITTAL OF DRAWINGS AND DATA**

- A. It is incumbent upon the Contractor to coordinate the work specified in these Sections so that a complete instrumentation and control will be provided and will be supported by accurate shop and record drawings. As part of the responsibility as assigned by the Contractor, the Single I&C supplier shall prepare and submit through the Contractor, complete and organized shop drawings, as specified herein. Interface between instruments, motor starters, flow meters, and existing instruments shall be included in his shop drawing submittal.
- B. In order to provide a fully coordinated system, shop drawings by other equipment vendors associated with the I&C control panel systems shall be reviewed and approved by the Contractor before submittal to the Engineer for approval.
- C. During the period of preparation of this submittal, the Contractor shall authorize direct informal liaison between his single I&C Supplier and the Engineer for exchange of technical information. As a result of this liaison certain minor refinements and revisions in the systems as specified may be authorized informally by the Engineer, but these shall not alter the scope of the work or cause increase or decrease in the contract price. During this informal exchange no oral statement by the Engineer shall be construed to give formal approval of any component or method, nor shall any statement be construed to grant formal exception to, or variation from these specifications.
- D. Operation and Maintenance Manual
  1. Submit one preliminary O&M for review and comment by the Engineer. Provide five final O&M.s, bound in a three ring binder.

O&M shall include the requirements of I&C materials and minimally include the following: approved submittal data, start-up corrected as built shop drawings. O&M shall be neatly and logically arranged with a contents page followed by tabbed sections.

## **1.5 ADDITIONAL TECHNICAL SERVICES**

- A. At no additional cost to the Owner, the Contractor shall provide the services of qualified technical representatives of the Single I&C supplier:
  - 1. To supervise installation and connection of all instruments, elements and components of every system, including connection of instrument signals to primary measurement elements and to final control elements such as pumps.
  - 2. To make all necessary adjustments, calibrations, field modifications, and tests;
  - 3. To instruct plant operating and maintenance personnel on instrumentation. This time shall be in addition to whatever time is required for other facets of work at the site and shall be during the Owner's normal working days and hours.

## **1.6 GUARANTEE**

- A. The Contractor shall guarantee all equipment and installation, as specified herein, for a period of one (1) year following the date of completion of the work. To fulfill this obligation, the Contractor shall utilize technical service personnel designated by the Single I&C supplier to which the Contractor originally assigned project responsibility for instrumentation.

## **1.7 ADDITIONAL PROVISIONS**

- A. The applicable provisions of the following sections under Electrical Work shall apply the work and equipment specified herein, the same as if stated in full herein:
  - 1. Codes and Standards
  - 2. Equipment Materials and Workmanship
  - 3. Testing
  - 4. Grounding

5. Equipment Anchoring
6. Conductor and Equipment Identification
7. Terminal Cabinets and Control Compartments
8. Process Control Devices

## **1.8 NEWEST MODEL COMPONENTS**

- A. All meters, instruments and other components shall be the most recent field proven models marketed by their manufacturers at the time of the submittal of shop drawings unless otherwise specified to match existing equipment. All technical data publications included with the submittal shall be the most recent issue.

## **1.9 COORDINATION**

- A. I&C supplier shall coordinate with his supplier and other Contractors on the project. Where large subsystems are provided, the I&C supplier shall coordinate before the bid to be certain all equipment, engineering and labor are provided. Coordination item minimally includes: equipment dimensions, heat rejection, power requirements, control and signal requirements, and interconnection requirements.
- B. The I&C Supplier is responsible to coordinate with Owner's personnel and make adjustments to the equipment listed herein and called out on the drawings as needed to meet the Owner's latest standards.

## **1.10 TEST PROCEDURE DEVELOPMENT AND DOCUMENTATION**

- A. I&C subcontractor shall prepare and submit to the Engineer for review a detailed description of the test procedures that he proposed to perform to demonstrate conformance of the complete system of instrumentation and controls to this Specification.
- B. It is recommended that the I&C subcontractor develop the test procedures in two steps by first submitting general descriptions and outlines of the tests and then, upon receipt of approval, submit the required detailed procedures and forms.
- C. Operational Acceptance Tests
  1. The I&C subcontractor shall prepare check-off sheet(s) for each loop and an instrument calibration sheet for each active I&C element (except simple hand switches, lights, etc.). These check-

off and data sheets shall form the basis for these operational tests and this documentation.

2. Each loop check-off sheet shall cite the following information and shall provide spaces for sign-off on individual items and on the completed loop by the I&C subcontractor.
  - a. Project name
  - b. Loop number
  - c. For each element: Tag number, description, manufacturer and model number, installation bulletin, and Specification sheet number.
  - d. Loop description
  - e. Installation check
  - f. Termination check
  - g. Calibration check
  - h. Adjustment check
  - i. Space for comments
  - j. Space for loop sign-off I&C subcontractor and date.
3. Each instrument calibration sheet shall provide the following information and a space for sign-off on individual items and on the completed unit by Owner Representative and the I&C subcontractor.
  - a. Project name
  - b. Loop number
  - c. Tag number
  - d. Manufacturer
  - e. Model number
  - f. Serial number

- g. Calibration range
- h. Calibration data: Input, output and error at 0, 25, 50, 75, and 100% of span.
- i. Switch setting, contact action and dead band for discrete elements.
- j. Space for comments
- k. Space for sign-off by I&C subcontractor and date.

D. Functional Acceptance Tests

The I&C subcontractor shall prepare two types of test forms as follows:

1. For those functions that can be demonstrated on a loop-by-loop basis, the form shall include:
  - a. Project name
  - b. Loop number
  - c. Loop description
  - d. Test procedure description
  - e. For each component: Tag number, description, manufacturer and data sheet number.
  - f. Space for sign-off and date by both I&C subcontractor and Owner Representative.
2. For those functions that cannot be demonstrated on a loop-by-loop basis, the test form shall be a listing of the specific tests to be conducted. With each test description, the following information shall be included:
  - a. Spec page and paragraph of function demonstrated
  - b. Description of function
  - c. Space for sign-off and date by both I&C subcontractor and Engineer.

## **PART 2 – PRODUCTS**

### **2.1 INSTRUMENTATION CRITERIA**

#### **A. Designation of Components**

1. In these specifications and on the drawings, all systems, meters, instruments and other elements are represented schematically, and are designated by numbers, as derived from criteria in Instrument Society of America Standard ANSI/ISA S5.1-1973. The nomenclature and numbers designated herein and, on the drawings, shall be employed exclusively throughout shop drawing, data sheets and similar materials. Any other symbols, nomenclature unique to the manufacturer's standard methods shall not replace these prescribed above, used herein and on the Drawings.

#### **B. Signal Characteristics**

1. Signals shall be electrical, as indicated herein, and shall vary in direct linear proportion to the measured variable, except as noted. Electrical signals outside control panels shall be 4-20MADC, except as noted.

#### **C. Matching Style, Appearance and Type**

1. All instruments to be panel mounted at the control panels shall have matching style and general appearance. Instruments performing similar functions shall be of the same type, model, or class and shall be one (1) manufacturer.

#### **D. Accuracy and Repeatability**

1. The overall accuracy of each instrumentation system or loop shall be as prescribed in the specifications for that system or loop. Each system's accuracy shall be determined as a probable maximum error; this shall be the square root of the sum of the squares of the certified "accuracies" of certain designated components in each system, expressed as a percentage of the actual span or value of the measured variable. Each individual electronic instrument shall have a minimum accuracy of +0.7 percent of full scale and a minimum repeatability of +0.4 percent of full scale unless otherwise specified. Instruments which do not conform or improve upon these criteria are not acceptable.

#### **E. Signal Isolators, Converters and Power Supplies**

1. Signal isolators shall be furnished and installed in each measurement and control loop, wherever required, to assure adjacent component impedance match or where feedback paths may be generated. Signal converters shall be included where required to resolve any signal level incompatibilities. Signal power supplies shall be included, as required by the manufacturer's instrument load characteristics, to insure sufficient power to each loop component.

F. Alternative Equipment or Methods

1. Equipment or methods requiring redesign of any project details are not acceptable without prior written approval of the Engineer. Any changes inherent to a proposal alternative shall be at no additional cost to the Owner. The required approval shall be obtained in writing by the I&C subcontractor through the Contractor prior to submittal of shop drawings and data. Any proposal for approval of alternative equipment or method specified, shall include evidence of improved performance, operational advantage and maintenance enhancement over the equipment or method specified, or shall include evidences that a specified component is not available. Otherwise, alternative equipment (other than direct, equivalent substitutions) and alternative methods shall not be proposed.

G. Special Equipment

1. The I&C Supplier shall provide all necessary equipment to properly interface his system with equipment provided by others. Such equipment shall include but not be limited to special sensing relays for seal failures and the like.

## **2.2 DETAILED SYSTEMS DRAWINGS AND DATA**

A. Content

The Contractor shall submit detailed shop drawings and data prepared and organized by the Single I&C supplier designated at the time of bidding. The quantity of submitted sets shall be no less than 6 sets. These drawings and data shall be submitted as a complete bound package at one time within 30 calendar days after date of notice to proceed.

1. Drawings showing definite diagrams for every instrumentation loop system shall be provided. These diagrams shall show and identify each component of each loop or system using legend and symbols from ISA standard S5.4, each having the format of ISA Standard S5.1 as used on the project drawings.



2. Coordinate all equipment and instrument tags with the Owner's existing waste water pump station on their central RTU/SCADA – meet the Owner's current standards for color and representation of equipment status and alarms. All tags shall agree with the standards.
3. Data sheets for each component, together with a technical product brochure or bulletin shall be provided. The data sheets shall show:
  - a. Component function description used herein and on the drawings;
  - b. Manufacturer's model number or other product designation;
  - c. Project tag number used herein and, on the drawings',
  - d. Project system loop of which the component is a part;
  - e. Project location or assembly at which the component is to be installed;
  - f. Input and output characteristics;
  - g. Scale range, units and multiplier;
  - h. Requirements for electrical supply;
  - i. Materials of component parts to be in contact with, or otherwise exposed to process media;
  - j. Special requirements or features.
4. A complete index shall appear in the front of each bound submittal volume. A separate technical brochure or bulleting shall be included with each instrument data sheet. The data sheet shall be indexed in the submittal by systems or loops, as a separate group for each system or loop. If, within a single system or loop, a single instrument is employed more than once, one data sheet with one brochure may cover all identical uses of that instrument in that system. Each brochure shall include a list of tag numbers for which it applies. System groups shall be separated by labeled tags.
5. Drawings shall show both schematic and wiring diagrams for control circuits. Complete details on the circuit interrelationship of

all devices within and outside each control panel shall be submitted. Control devices and pertinent mechanical relationships including mechanical parameters shall be included on these diagrams. These parameters as a minimum shall include instrument ranges, sizes, setpoints and the like. The diagrams shall consist of component layout drawings to scale, showing numbered terminals on components together with the unique number of the wire to be connected to each terminal. Piping and wiring diagrams shall show terminal assignments from all primary measurement devices, such as flow meters, and to all final control devices, such as pumps. The Contractor shall furnish all necessary equipment supplier's shop drawings to facilitate inclusion of this information by the I&C system supplier.

6. Assembly and construction drawings for each control panel and for other special enclosed control assemblies for field installation shall be provided. These drawings shall include dimensions, identification of all components, surface preparation and finish data, name plates and the like. These drawings also shall define exactly the style and overall appearance of the assembly; a final treatment sample shall be provided when requested.
7. Installation anchoring and mounting details for all components and assemblies to be field-mounted, including conduit connection or entry details shall be provided.
8. Complete detailed bill of materials including a master bill of materials listing all field mounted devices, control panels and other equipment that will be shipped to the job site and a bill of materials for each control panel listing all devices within the panel.

**B. Organization and Binding**

1. The organization of the original shop drawing submittal shall be compatible to the eventual inclusion with the technical manuals submittal and shall include final alternations reflecting "as built" conditions. Accordingly, the initial multiple copy shop drawing shall be separately bound in 3-ring binders.

## **2.3 TECHNICAL MANUALS**

- A.** One preliminary O&M manual shall be submitted to the Engineer for review and comment. Assuming a favorable review the I&C supplier shall incorporate comments and forward the five final copies to the Engineer. If the preliminary O&M is not acceptable, the I&C supplier shall resubmit.

- B. Five (5) final sets of technical manuals shall be supplied for the Owner as a condition for final acceptance of the project. Each set shall consist of one (1) or more volumes, each of which shall be bound in a standard size, 3-ring, loose leaf, vinyl plastic hard cover binder suitable for bookshelf storage. Binder ring size shall not exceed 3 inches.
- C. In addition to updated shop drawing information to reflect actual existing conditions, each set of technical manuals shall include installation, connection, operating, trouble-shooting, maintenance and overhaul instructions in complete detail. This shall provide the Owner with comprehensive information on all systems and components to enable operation, service, maintenance and repair. Exploded or other detailed views of all instruments, assemblies, and accessory components shall be included together with the complete parts lists and ordering instructions.
- D. Shop drawing files shall be provided in the latest version of Autocad with each O&M manual. Provide electronic copy of the files on CD ROM disk.

## **2.4 SPARE PARTS**

- A. The Contractor shall include, as part of the bid package, a list of recommended spare parts covering items required under these specifications.
- B. Minimum spare parts shall be provided boxed and identified including the following:
  - 1. 3-control relays of each type used.
  - 2. 3-timing relays of each type used.
  - 3. 3-fuses of each size and type used.
  - 4. 3-pilot lights of each size and type use.
  - 5. 3-signal field surge arrester of each type used.
  - 6. 3-signal panel surge arrester of each type used.
  - 7. 3-incoming power lightning arrester of each type used.
  - 8. 3-surge capacitor of each type used.

Also provide other spares as noted by the particular sections and paragraphs of other- specifications.

## 2.5 CONTROL PANELS

### A. General

1. I&C supplier shall construct the control panel to properly control internal and external equipment. No attempt is made to specify or indicate on plans, all required equipment but rather to set forth the minimum requirements.

### B. Engineering

1. I&C supplier shall provide system engineering and produce detailed fully engineered, coordinated and completed drawings.

### C. Construction

1. Control panel construction shall be per these specification and plans.

### D. Signal and Control Circuit Wiring

1. Wire Type and Sizes: Conductors shall be flexible stranded copper wire; these shall be UL listed TFFN, THWN, THHN and shall be rated 600v. Wire for control signal circuits shall be #16 AWG unless otherwise noted. All instrumentation cables shall be shielded #18 AWG with a copper drain wire unless otherwise noted. All special instrumentation cable such as between sensor and transmitter shall be supplied by the I&C supplier. Contractor shall increase wire size per load or impedance requirements.

### E. Wiring Instrumentation

1. All wires shall be run in plastic wireways except (1) field wiring, (2) wiring between mating blocks in adjacent sections, (3) wiring run from components on a swing-out panel to components on a part of the fixed structure, (4) wiring run to panel mounted components on the door and the like. Wiring run on a swing out panel to other components on a fixed panel shall be made up in nylon wire ties bundles and secured so that bundles are not strained at the terminals.
2. Wiring run to control devices on the front panels shall be tied together at short intervals with nylon ties and secured to the inside face of the panel using adhesive mounts and adhesive strips.

3. Wiring to rear terminals on panel mounted instruments shall be run in plastic wares secured to horizontal brackets run above or below the instruments in the same plane as the rear of the instruments.
4. Shields of instrument cable shall only be grounded on one side of each circuit. The side to be grounded shall be nearest the source of excitation.
5. Care shall be exercised to properly insulate the ungrounded side of the loop to prevent ground loops from occurring.
6. Conformance to the above wiring installation requirements shall be reflected by details shown on the shop drawings for the Engineer's review.

F. Wire Marking

1. Each signal, alarm, control, and indicating circuit conductor connected to a given electrical point shall be designated by a single unique number which shall be shown on all shop drawings. These numbers shall be marked on all conductors using white plastic heatshrink sleeves with typewritten characters. Instrument signal conductors shall be tagged with unique multiple digit numbers. Wires from the circuit breaker panelboard shall be tagged indicating the branch circuit breaker number.

G. Terminal Blocks

1. Compression type terminal blocks shall be molded plastic with barriers and box lug terminals, and shall be rated 15 amps at 600v and mounted securely to DIN rails. White marking strips fastened to the molded sections shall be provided and wire numbers and circuit identifications shall be marked thereon with machine printed marker on top. Terminal blocks shall be IEC style by Entrelec M4/6 or an approved equal.

H. Wire Color

1. Wire color shall be, Line Power – Black; Neutral or common – White; AC Control – Red; DC Control – Blue; Equipment or Chassis Ground – Green; specified externally powered circuits – Orange.

I. Enclosures

1. Unless otherwise indicated, all enclosures L 24" x W 24" and larger shall be provided with the following.
  - a. NEMA 4X, all materials 316 ss, freestanding or rack mounted, bolted to concrete base outside door stop, drip shield, provide cut in bottom for conduit penetration.
  - b. Subplate for mounting equipment.
  - c. Padlockable, pocketed exterior doors.
  - d. Where required, provide stainless steel piano hinged dead fronts with quarter turn latches.

J. Identification

1. All components shall be identified using Lamicoid labels or an approved equal.

## **2.6 CONTROL PANEL EQUIPMENT**

A. General Purpose Relays

1. General purpose relays in the control panel shall be the plug in type with contacts rated 10 amps at 120 vac as a minimum. The quantity and type of contacts shall be as required to accomplish the desired control task. Each relay shall be enclosed in a clear plastic heat and shock resistant dust cover. Relays shall be Potter and Brumfield or an approved equal. Differing mounting sockets shall be used to prohibit improper relay installations. Provide tube type base, 8 PIN or 11 PIN. Blade type relays shall not be used.

B. Time Delay Relays

1. Time delay relay shall be Diversified with digital settings or an approved equal. Timers shall be time delay on, interval on or time delay off relays, as required and shall be Diversified or an approved equal. Instantaneous contacts or auxiliary slave relays shall be provided as required. Provide tube type base, 8 PIN or 11 PIN. Blade type relays shall not be used.
2. Provide a triplexor alternator relay, Diversified or equal to cycle the pumps; based on float level, where required.

C. Signal Isolators

1. Additional slave or interposing relays and signal isolators and signal converters shall be installed as required.

D. Circuit Breakers

1. Circuit breakers shall be single pole, 120vac, 15 amp rating or as required to protect wires and equipment; mounted on the inside of the enclosure or equipment remote from the enclosure.

E. Name Plates

1. Name plates shall be supplied for identification of control panels and all field mounted elements, including flowmeters and their transmitters. These name plates shall identify the instrument or meter, descriptively as to the function of the system. Nameplates shall be fabricated from black faced, white centered, laminated engraving plastic. A nameplate shall be provided for each signal transducer, signal converter, signal isolator, each electronic trip, and the like, mounted inside the control panels. These shall uniquely identify each control component. Adhesives shall be acceptable for attaching nameplates. Painted surfaces must be prepared to allow permanent bonding of adhesives. Nameplates shall be provided for instruments, function titles for each group of instruments and other components mounted on the front of the control panels as shown. Proposed colors, styles, height and text shall be submitted for approval.

F. Fluorescent Light

1. Provide fluorescent panel light mounted to sub plate. Provide sub plate mounted switch and handy boy.

G. Vapor Guard

1. Moisture absorbing vapor guard shall be provided in each control panel.

H. Power Supplies

1. Power supplies shall be provided as required for loop power or other requirements for special equipment. Loop power supplies shall be Puls or an approved equal.

I. Circuit Breakers

1. Square D
  2. Amperage ratings shall be indicated on drawings.
- J. Fuses
1. Fuses and fuse holders 5x 20mm, IEC style, with blown fuse indicating light.
- K. Ground Fault Interrupting Receptacle
1. Leviton Duplex Receptacle or equal.
  2. AC receptacle box shall be Steel City 58351-1/2 or equal.
  3. Covers shall be Steel City 58-C-5, or equal.
- L. Selector Switches and Push Buttons, if used
1. Square D, Class 9001, Type K, or equal, where required.
- M. Indicator Lights
1. Square D, Class 9001, type K. Units shall not be press to test or transformer type. Where required.
  2. None at the RTU, pump controllers provide operational info in alphanumeric format.
- N. Surge and Lightning Arrestors
1. All control panels shall be provided with surge and lightning arrestors as specified.
  2. TVSS
    - a. Lightning surge suppressors shall be SQ D or equal.
  3. Signal
    - a. Panel surge arrestors shall be Edco, HSP Series or equal.
    - b. Field surge arrestors shall be Edco, TC642C Series, or equal.



R. Intrusion Alarm

1. Provide a panel intrusion alarm for the Control Panel doors.

**2.7 FIELD INSTRUMENTATION AND CONTROL EQUIPMENT SPECIFICATIONS**

A. General

1. The materials specified below shall establish the type and quality of materials used.
2. Refer to Civil, Mechanical, and Electrical drawings for additional requirements.

B. Wetwell Level Sensor

1. Provide a Blue-Ribbon Bird Cage Level sensor with a Wastewater diaphragm seal.
2. Provide a PVC stilling well, minimum diameter shall be 6" with drilled holes to accommodate the level sensor and minimize turbulence.

**2.8 NAMEPLATES, NAME TAGS AND SERVICE LEGENDS**

- A. All components provided under this section, both field and panel mounted, shall be provided with permanently mounted name tags bearing the entire IA tag number of the components. Panel mounted tags shall be plastic; field mounted tags shall be stamped stainless steel.
- B. The panel drawings refer to nameplates and service legends: nameplates are defined as inscribed laminated plastic plates mounted under or near a panel face mounted instrument. Service legends are defined as inscribed laminated plastic integrally mounted on a panel face mounted instrument.
- C. Service legends and nameplates shall be engraved, rigid, laminated plastic. Service legends and nameplates shall be fastened to the panel by screws or with a specially applied adhesive. Fastening shall not depend only on the adhesive.

**PART 3 – EXECUTION**

### **3.1 INSTALLATION, CALIBRATION, TESTING, START UP AND INSTRUCTION**

#### **A. General**

1. Under the supervision of a Single I&C supplier, all systems specified in this section shall be installed, connected, calibrated and tested and in coordination with the Owner and Engineer shall be started to place the process in operation. This shall include final calibration in concert with equipment specified elsewhere in these specifications as well as equipment provided by the Owner.

#### **B. Installation and Connection**

1. The Contractor shall install and connect all field mounted components and assemblies under the criteria imposed in 1.3, herein. The installation personnel shall be provided with a final reviewed copy of the shop drawings and data.
2. The instrument process lines, impulse piping lines and air signal tubing shall, in general, be installed in a similar manner to the installation of conduit specified under Section 16000.
3. Bends shall be formed with the proper tools and to uniform radii and shall be made without deforming or thinning the walls of the tubing.
  - a. Unless otherwise indicated, all fittings, adapters, impulse piping, valves, etc. shall be 316 stainless. Valves shall be Whitey Series 40 or an approved equal.
4. The Contractor shall have a technical field representative of the I&C supplier to instruct these installation personnel on any and all installation requirements; thereafter the technical field representatives shall be readily available by telephone to answer questions and to provide clarification when needed by installation personnel.
  - a. Where primary elements (supplied by the I&C supplier) will be part of a mechanical system, the I&C supplier shall coordinate the installation of the primary elements with the mechanical system manufacturer.
5. After all installation and connection work has been completed, the technical field representatives shall check all for correctness, verifying polarity of electric power and signal connections making

sure all process connections are free of leaks and all such similar details. The technical field representative shall certify in writing to the Contractor that for each loop or system he has completed such check out and that any discrepancies have been corrected by the installation personnel.

6. The field representative of the I&C supplier shall coordinate all work required to interface the new equipment, including all required modifications to the existing equipment and related devices.

#### C. Calibration

1. All new instruments shall be calibrated.
  - a. All instruments and systems shall be calibrated after installation, in accordance with the component manufacturer's written instructions. This shall provide that those components having adjustable features are set carefully for the specific conditions and applications of this installation and that the components and/or systems are within the specified limits of accuracy. Defective elements which cannot achieve proper calibration or accuracy, either individually or within the system shall be replaced. This calibration work shall be accomplished by the I&C Supplier.
  - c. Proof of Conformance – The burden of proof of conformance to the specified accuracy and performance is on the Contractor using his designated I&C supplier. The Contractor shall supply necessary test equipment and technical personnel if called upon to prove accuracy and performance at no additional cost to the Owner, wherever reasonable doubt or evidence of malfunction or poor performance may appear within the guarantee period.

#### D. Testing

1. All systems shall be exercised through operational tests in the presence of the Engineer in order to demonstrate achievement of the specified performance. Operational tests depend upon completion of work specified elsewhere in these specifications. The scheduling of the test shall be coordinated by the Contractor

among all parties involved so that the tests may proceed without delays or disruption by incomplete work.

2. All functional/loop tests shall be witnessed and signed off by the Owner's representative and the I&C subcontractor.
3. Contractor shall provide testing services in conjunction with the LRD staff programming of the existing LRD Central Terminal Unit/ SCADA. Contractor shall include a maximum of 4 man hours for this service. If problems are found as a result of I&C equipment additional time shall be provided as may be required at no cost to the Owner

E. Training

1. Plant operating personnel shall be provided with training prior to start-up.
2. One 4 hour training sessions shall be provided. Training shall be at a time convenient to the Owner.
3. Operating and maintenance personnel shall be instructed in the functions and operation of each system and shall be shown the various adjustable and set point features which may require readjustment, resetting or checking, recalibration or maintenance by them from time to time. This instruction shall be scheduled at a time arranged with the Owner at least two (2) weeks in advance. Instruction shall be given by qualified persons employed by the I&C supplier.

F. Start Up

1. When all systems are assessed by the Contractor to have been successfully carried through complete operational tests with a minimum of simulation, and the Engineer concurs in his assessment, startup may follow.
2. The Contractor shall demonstrate to the Owner and the Engineer the pump down operation and the control panel operation during the startup phase.

**END OF SECTION**

## **SECTION 16912**

### **RTU CELL BASE SYSTEM**

#### **PART 1 – GENERAL**

##### **1.1 WORK INCLUDED**

- A. The Contractor shall furnish, install and place into service a cellular based radio telemetry system including all hardware, software for a complete and functional telemetry system, so it communicates with the existing LRD SCADA system at the wastewater plant.
- B. Provide all equipment and configuration for proper communication with the existing SCADA Personal Computer (PC) at the wastewater plant.
- C. All communications hardware, radio software (as may be required), discrete and analog wiring, cat 5e cable, and all other cables shall be provided.
- D. In order to establish sole source responsibility; the instrumentation and Control (I&C) system vendor shall be responsible for hardware equipment and all systems tied to the proposed cell based RTU control panel. The RTU/Pump Controller programming shall be provided by the I&C Contractor.
- E. The LRD existing SCADA system shall be programmed and configured by LRD programming staff, but with the help and assistance of the I&C Contractor for each lift station/cellular based radio
- E. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance operation and maintenance.
- F. Refer to drawings, pump controller radio & component/Cell based telemetry is to be provided at each of the existing sewage pump station location indicated in the contract documents.

##### **1.2 MANUFACTURER**

- A. The Cellular based radio system shall be composed of a pump controller that will collect all discrete and analog signals and provided status only of the float levels, and pumps running and fault status. This system will also read the analog continuous wetwell level from a level transducer sensor in the wetwell. This pump controller shall be one of two approved manufacturers, the Xylem Multitrode pump controller with multismart

display unit, or the SEL (Schweitzer Engineering Laboratories) pump controller – no equal.

- B. Provide all supporting equipment and components that go with the Pump Controller.

Minimally provide the following major equipment RTU panel components along with the pump controller:

1. SQ D 1 pole 15A CB
2. SQ D single phase surge arrestor SDA1175T series
3. Hubble 20A GFCI duplex receptacle
4. Sierra Wireless Raven RV50X series G3/G4 LTE to provide 24V power supply power, Ethernet communications switch, Ethernet connected G3/G4 LTE cellular based Sierra Wireless Raven modem RV50X.
5. Cellular Antenna, L-bracket externally mounted on RTU panel
6. Puls 24VDC power supply UB10.241 or equal
7. Power Sonics or equal 9AH 12VDC Battery
8. UPS unit, Eaton 5P
9. Finder or equal 3PDT 120VAC relays & relay 11 pin sockets
10. Phoenix Contact UT4 Terminal Block or equal
11. FRP NEMA 4X enclosure as indicated on the drawings.
12. Other miscellaneous equipment like: Coax Polyphaser for surge protection to rf cellular antenna cable, enclosure mounting kits, Panduits, mounting hardware, swing out deadfront kit  
Steel sub-panel/ backplate & mounts, door clamps

### **1.3 RELATED WORK SPECIFIED ELSEWHERE**

- A. Section 16900 – I&C Systems
- B. Section 16050 – Electrical General Provisions.

### **1.4 SUBMITTALS**

- A. Submittals shall be made in accordance with the General Requirements.
1. It is incumbent upon the Contractor to coordinate the work specified in these Sections so that a complete Radio telemetry system be provided.
  2. During the period of preparation of this submittal, the Contractor shall authorize direct informal liaison between his single I&C Supplier and the Engineer for exchange of technical information. As a result of this liaison certain minor refinements and revisions

in the systems as specified may be authorized informally by the Engineer, but these shall not alter the scope of the work or cause increase or decrease in the Contract price. During this informal exchange no oral statement by the Engineer shall be construed to give formal approval of any component or method, nor shall any statement be construed to grant formal exception to, or variation from these specifications.

- B. Four complete sets of Operation and Maintenance Manuals shall be provided.
- C. Warranty information shall be submitted in accordance with general conditions.

## **1.5 QUALITY ASSURANCE**

- A. All equipment, software and programming furnished under this specification shall be new and unused, shall be the product of a manufacturer having a successful record of manufacturing and servicing the equipment specified herein for a minimum of 10 (10) years.

## **1.6 WARRANTY**

- A. The Contractor shall warrant all equipment and its installation for a period of one (1) year from the date of Owner acceptance of the system.
- B. Certain equipment components like the Pump Controller shall carry a 10 years warranty.

## **PART 2 – PRODUCTS**

### **2.1 GENERAL**

- B. Radio telemetry system shall properly integrate with the field equipment like floats, pump running and fault signals from pump control panel relays, wetwell float levels, Generator and ATS switch status and alarms for sites where there is a generator and ATS.

### **2.2 GENERAL ETHERNET RADIO MODEM REQUIREMENTS**

- A. The work under this section includes the furnishing of all labor materials equipment and supervision for furnishing the cellular based radio, including the SIM card compatible with LRD's cellular carrier to be used with the Ethernet connected radio modem and pump controller as indicated on the drawings and specifications.

- B. Coordinate with LRD personnel the activation of the cellular based SIM card so the cellular modem operated in the Verizon Wireless or AT&T Cellular network.
- C. Submittals
  - 1. Submit shop drawings and product data for equipment furnished in accordance with the General Conditions.
  - 2. Furnish Operation and Maintenance Manuals in accordance with the General Conditions.
- D. Manufacturer's Start-Up Services
  - 1. Contractor shall integrate the furnished cell based RTU panel with the pump controller, power and control components, and start it up, configure to meet the monitoring and alarm points at the existing wastewater pump station, and meet the telemetry and SCADA requirements as indicated on the drawings and LRD standards.

## **PART 3 – EXECUTION**

### **3.1 CONSTRUCTION**

- A. Construct radio system in accordance with the Contract documents and the pump controller manufacturer's requirements.

### **3.2 DOCUMENTATION**

- A. Reports shall be included in the O&M manuals reflecting radio performance and final corrections.

### **3.3 TESTING**

- A. All elements of the radio telemetry system installation shall be checked in the presence of the Engineer and to his satisfaction. The I&C supplier shall provide instrument technicians for the purposes of start up and testing.

**END OF SECTION**



## **APPENDIX A**

### **LOXAHATCHEE RIVER DISTRICT ENVIRONMENTAL CONTROL DISTRICT MANUAL OF MINIMUM CONSTRUCTION STANDARDS AND TECHNICAL SPECIFICATIONS**

**CAN BE DOWNLOADED AT**

**[https://loxahatcheeriver.org/wp-content/uploads/2018/06/2018\\_LRECD-Construction-Standards-and-Technical-Specifications.pdf](https://loxahatcheeriver.org/wp-content/uploads/2018/06/2018_LRECD-Construction-Standards-and-Technical-Specifications.pdf)**

## **APPENDIX B**

### **CONTRACTOR PERFORMANCE 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 or 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 and 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

<b>12. Overall Contractor Rating:</b> <input type="checkbox"/> N/A <input type="checkbox"/> Satisfactory <input type="checkbox"/> 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.)

## **APPENDIX C**

### **STANDARD OPERATING PROCEDURE: SYSTEM SHUTDOWNS AND BYPASS**



Standard Operating Procedure: **System Shutdowns and Bypass**

Project Name: \_\_\_\_\_

Work Order #: \_\_\_\_\_

Shutdown Schedule Date: \_\_\_\_\_

Time Start: \_\_\_\_\_

Time Complete: \_\_\_\_\_

1. All work for the system shutdown shall be done under one work order specific to the system shutdown, not the work requiring the system shutdown. System Shutdown Work Order # to be noted above.
2. Scope: Develop a scope fully encompassing the work to be performed. The scope shall be attached as **Exhibit A**.
3. Map: Develop a system map overlaid on an aerial clearly showing the location of the work, relation of the work to other infrastructure, primary and secondary isolation points for the work. All infrastructure shown on the map shall be field located and GPS'd. The map shall be attached as **Exhibit B**.
4. Isolation Point Verification: All isolation points, primary and secondary, shall be field verified, if possible, prior to scheduling the work. Verification shall confirm isolation points are operable and **substantially** isolate the work area from the remainder of the collection/transmission system. Substantially isolate, at a minimum, shall mean all flows except those that can reasonably be managed with a vacuum truck are isolated from the work.
5. Upstream System Capacity: Upstream system capacity (holding time) shall be determined. Prior to scheduling the work adequate values for the following shall be agreed upon. The scheduled shutdown duration, staff, equipment and materials shall be planned around the Low Risk Holding Time.
  - a. Low Risk Holding Time: \_\_\_\_\_
  - b. Unacceptable Risk Holding Time: \_\_\_\_\_
6. Wastewater Management/Spill Response Plan: Prior to scheduling the work:
  - a. The Contractor shall have an approved wastewater management plan to address capture and disposal of wastewater. The Contractor's Wastewater Management/Spill Response Plan shall be attached as **Exhibit C**.
  - b. The District shall have an approved Wastewater Management Plan to address management of wastewater in the collection/transmission system. The Wastewater Management Plan shall include Emergency Operation Measures in the event the shutdown exceeds the Unacceptable Risk Holding Time. The District's Wastewater Management Plan shall be attached as **Exhibit D**.

7. Personnel: The Contractor and the District shall have adequate staff to manage the shutdown and work. The Contractor shall have one designated person in-charge of his employees and work. The District shall have one designated person in-charge of his employees and work.
- a. Contractor Representative In-Charge: \_\_\_\_\_ cell #: \_\_\_\_\_
    - i. # of Contractor's supporting staff: \_\_\_\_\_
  - b. District Representative In-Charge: \_\_\_\_\_ cell #: \_\_\_\_\_
    - i. # of District supporting staff: \_\_\_\_\_
8. Schedule: Prior to scheduling the work predetermined times to implement various steps, back-up plans, cancel the tie-in or failure response shall be agreed upon.
- a. Primary Isolation: \_\_\_\_\_
  - b. Secondary Isolation: \_\_\_\_\_
  - c. System Evacuation Deadline: \_\_\_\_\_
  - d. Low Risk Work Completion Deadline: \_\_\_\_\_
  - e. Unacceptable Risk Deadline: \_\_\_\_\_

If the system is not adequately isolated and evacuated by the System Evacuation Deadline. Work is CANCELLED, the force main secured and placed back in service.

Once the Work has commenced progress shall be monitored with direct communication between the Contractor Representative In-Charge and the District Representative In-Charge. At any time during the performance of the Work the projected completion time exceeds the Unacceptable Risk Deadline Emergency Operation Measures shall be implemented. See **Exhibit D**.

9. Equipment:
- a. The Contractor shall have adequate equipment on site by Close of Business preceding the scheduled shutdown. All equipment shall be on site by: \_\_\_\_\_. The list of equipment shall be attached as **Exhibit E**.
  - b. The District shall have adequate equipment on site by Close of Business preceding the scheduled shutdown. All equipment shall be on site by: \_\_\_\_\_. The list of equipment shall be attached as **Exhibit F**.
10. Materials: All materials required for the work shall be on site by Close of Business preceding the scheduled shutdown. All materials shall be on site by: \_\_\_\_\_. The approved Material List shall be attached as **Exhibit G**.
11. Vendors: All vendors required for the work shall be issued Purchase Orders by Close of Business preceding the scheduled shutdown. All vendor Purchase Orders shall be confirmed by \_\_\_\_\_. The Vendor list shall be attached as **Exhibit H**.



## System Shutdown Checklist

Description	Approved By	Scheduled Time	Scheduled Date
Work Order			
Exhibit A			
Exhibit B			
Exhibit C			
Exhibit D			
Exhibit E			
Exhibit F			
Exhibit G			
Exhibit H			
Low Risk Holding Time			
Unacceptable Risk Holding Time			
Primary Isolation Time			
Secondary Isolation Time			
System Evacuation Deadline			
Low Risk Work Completion Deadline			
Unacceptable Risk Deadline			
Contractor Equipment Onsite			
District Equipment Onsite			
Materials Onsite			
Vendor's Confirmed			

Contractor's Representative Name:

Cell:

District's Representative Name:

Cell: