

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



**Lateral Lining –
Center Street Corridor
ITB# 25-010-00149**

August 2025

CIPP Lateral Lining – Center Street Corridor

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TECHNICAL SPECIFICATIONS

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NOTICE TO CONTRACTORS

Bids will be received by the Loxahatchee River Environmental Control District (the "District,") via DemandStar until **2:15 p.m. local time on September 30, 2025**. Any Bids received after **2:15 p.m. local time on September 30, 2025**, 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 at **2:15 p.m. local time on September 30, 2025** in the Governing Board room of the District, 2500 Jupiter Park Drive.

ITB # 25-010-00149

LATERAL LINING – CENTER STREET CORRIDOR

It is the District's intent and the purpose of these specifications to secure qualified Contractors to furnish all labor and materials necessary to complete cured-in-place lateral lining for the laterals within the Center Street Corridor area. All work shall be in compliance with the solicitation documents, the Loxahatchee River District Manual of Minimum Construction Standards and Technical Specifications (refer to Exhibit A included herein), all applicable local, state and Federal laws and regulations including the Occupational Safety and Health Act Administration (OSHA), including all costs of permits and cost of regulatory compliance.

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.

Bid Documents may be downloaded at the District's website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or from DemandStar. Bid Documents will be available at **8:00 a.m. local time on September 2, 2025**. 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

Gordon M. Boggie, 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 electronic or hard copy 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 enters into a contract for the Work.
 - k. “County” shall mean Palm Beach County, as may be applicable.
 - l. “Town” shall mean the Town of Jupiter, as may be applicable.
 - m. “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.

- n. “District” shall mean the Loxahatchee River Environmental Control District, acting through its properly authorized representatives.
- o. “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.
- p. “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.
- q. “Notice of Award” shall mean the District’s notification of award of the Contract to the Successful Bidder.
- r. “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.
- s. “Project” shall mean the entire construction to be performed as provided in the Contract Documents.
- t. “Specifications” shall mean the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.
- u. “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.
- v. “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.
- w. “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 **2:15 p.m. local time on September 30, 2025**. Any Bids received after **2:15 p.m. local time on September 30, 2025** 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 at **2:15 p.m. local time on September 30, 2025** 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 **September 2, 2025, 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.

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. Bid Bonds are due not later than 2:15 p.m. local time on October 2, 2025.** 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 Kimley-Horn and Associates, Inc. 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 issues a Notice of Award to the Successful Bidder, the successful bidder shall return to the District original bonds and insurance certificates within ten (10) business days. Upon receipt the District shall forward to the Contractor a Contract and all other Contract Documents. Within ten (10) business days thereafter, Contractor shall execute the Contract and other Contract Documents. Thereafter, the District shall return one fully executed electronic PDF of the Contract and all other Contract Documents to the Contractor. 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, rights-of-way 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. **Sub-Contractors:** 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, 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 the position of General Contractor on a multi-discipline project that includes structural, mechanical, electrical, plumbing, architectural, and site improvements. 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 who 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)	Benchmark	1.7
(U.S. Bureau of Labor Statistics, Table 1). Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, 2022 ,		

Three-fourths of the establishments had a rate lower than or equal to: (3rd quartile) for size 50-249, NAICS 237100, Utility system construction. Bidder's DART must be less than or equal to benchmark.

Total Recordable Incident Rate (TRIR) **Benchmark 2.2**
(U.S. Bureau of Labor Statistics, Table 1. Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2022, Three-fourths of the establishments had a rate lower than or equal to: (3rd quartile) for size 50-249, NAICS 237100, Utility system 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 installation of lateral liners which consist of a factory assembled one-piece CIPP liner that provides a resin impregnated full circular wrap in the main at the service connection and a verifiable non-leaking connection at the junction between the main and lateral pipe. 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: _____
Gordon M. Boggie
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

**CIPP LATERAL LINING –
CENTER STREET CORRIDOR**

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 CMA26)
- j. Initial_____. Project Resume's for qualifying experience (see CMA 27).

Contractor: _____

By: _____

Title: _____

Address: _____

Attest: _____

Title: _____

Contractor's License No: _____

BID FORM — BASE BID
CIPP LATERAL LINING – CENTER STREET CORRIDOR

Item	Description	Qty	Unit	Unit Cost	Sub Total
General Conditions					
1	Mobilization & Demobilization	1	LS	\$	\$
2	Bonds and Insurance	1	LS	\$	\$
CIPP Lateral Lining					
Lift Station 011 System					
3	LS011 System - Maintenance of Traffic	1	LS	\$	\$
4	LS011 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	30	EA	\$	\$
5	LS011 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	260	LF	\$	\$
6	LS011 System - Bypass Pumping	1	LS	\$	\$
Lift Station 012 System					
7	LS012 System - Maintenance of Traffic	1	LS	\$	\$
8	LS012 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	337	EA	\$	\$
9	LS012 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	180	LF	\$	\$
10	LS012 System - Bypass Pumping	1	LS	\$	\$
Lift Station 014 System					
11	LS014 System - Maintenance of Traffic	1	LS	\$	\$
12	LS014 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	12	EA	\$	\$
13	LS014 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	160	LF	\$	\$
14	LS014 System - Bypass Pumping	1	LS	\$	\$
Lift Station 027 System					
15	LS027 System - Maintenance of Traffic	1	LS	\$	\$
16	LS027 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	464	EA	\$	\$
17	LS027 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	905	LF	\$	\$
18	LS027 System - Bypass Pumping	1	LS	\$	\$

Lift Station 190 System					
19	LS190 System - Maintenance of Traffic	1	LS	\$	\$
20	LS190 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	10	EA	\$	\$
21	LS190 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	60	LF	\$	\$
22	LS190 System - Bypass Pumping	1	LS	\$	\$
Total Base Bid:					\$
Alternate Bid Items					
A-1	Furnish & Install 4" Single Clean-Out	1	EA	\$	\$
A-2	Furnish & Install 6" Double Clean-Out	1	EA	\$	\$
A-3	Install Sod (St. Augustine)	1	EA	\$	\$
A-4	Concrete Sidewalk Replacement	1	EA	\$	\$
A-5	Asphalt Sidewalk Replacement	1	EA	\$	\$
A-6	Concrete Driveway Replacement	1	EA	\$	\$
A-7	Paver Brick Driveway Replacement	1	EA	\$	\$
A-8	Dewatering	1	EA	\$	\$

TOTAL BASE BID, ITEMS 1-22 (in words) _____
Dollars

Cents

THE CONTRACT AWARD SHALL BE EVALUATED BASED ON THE TOTAL BASE BID PRICE FOR ITEMS 1 THROUGH 22 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
CIPP LATERAL LINING – CENTER STREET CORRIDOR

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>
General Contractor (primary)	_____
Construction Renovation (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 26, 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 DISTRICT. 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.

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.

_____	Contractor
Date	
_____	_____
Witness	[Signature]
	By: _____
	[Name and Title Printed]

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 20__ by _____ as _____ of _____ (Company Name) Contractor, who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

(Notary Ink Stamp)

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. 25-003-00142 for A1A FORCE MAIN REPLACEMENT.

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 by means of ☐ physical presence this ____ day of _____, 20____, by _____ as _____ of _____ (Company Name) Contractor, who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

(Notary Ink Stamp)

Condensed current financial statement for (Name of Contractor)

CIPP LATERAL LINING – CENTER STREET CORRIDOR

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
\$ _____

(b)Not used for business purposes

\$ _____

9. Stocks and Bonds (a) Listed – present market value

\$ _____

(b) Unlisted – present value

\$ _____

10. Materials in stock not included in Item 4:

(a) For uncompleted contracts (present value)

\$ _____

(b) Other materials (present value)

\$ _____

11. Equipment, book value

\$ _____

12. Furniture and fixtures, book value

\$ _____

13. Other assets

\$ _____

TOTAL ASSETS

\$ _____

LIABILITIES

1. Notes payable (a) To banks regular

\$ _____

(b) To banks for certified checks

\$ _____

(c) To others for equipment obligations

\$ _____

(d) To others exclusive of equipment obligation

\$ _____

2. Accounts Payable * (a) Not past due

\$ _____

(b) Past due

\$ _____

3. Real Estate encumbrances

\$ _____

4. Other liabilities

\$ _____

5. Reserves

\$ _____

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.

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 CIPP LATERAL LINING – CENTER STREET CORRIDOR and shall do everything required by or reasonably inferable from the Contract Documents. The Work is generally described as follows:

CIPP LATERAL LINING – CENTER STREET CORRIDOR

It is the District’s intent and the purpose of these specifications to secure qualified Contractors to furnish all labor and materials necessary to complete cured-in-place lateral lining for the laterals within the Center Street Corridor area. All work shall be in compliance with the solicitation documents, the Loxahatchee River District Manual of Minimum Construction Standards and Technical Specifications (refer to Exhibit A included herein), all applicable local, state and Federal laws and regulations including the Occupational Safety and Health Act Administration (OSHA), including all costs of permits and cost of regulatory compliance.

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 **180** 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, **\$50** 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.

ATTEST:

Owner: LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT

Witness

Witness

Gordon M. Boggie
Chairman
Address for notice: 2500 Jupiter Park Dr.
Jupiter, Florida 33458

Contractor:

Witness

Witness

As its: _____

Address for notice: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ of the District, who is personally known to me or who produced _____ as identification, 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 _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ as _____ of _____ (Company Name) Contractor, who is personally known to me or who produced _____ as identification, 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 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)

BID FORM — BASE BID
CIPP LATERAL LINING – CENTER STREET CORRIDOR

Item	Description	Qty	Unit	Unit Cost	Sub Total
General Conditions					
1	Mobilization & Demobilization	1	LS	\$	\$
2	Bonds and Insurance	1	LS	\$	\$
CIPP Lateral Lining					
Lift Station 011 System					
3	LS011 System - Maintenance of Traffic	1	LS	\$	\$
4	LS011 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	30	EA	\$	\$
5	LS011 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	260	LF	\$	\$
6	LS011 System - Bypass Pumping	1	LS	\$	\$
Lift Station 012 System					
7	LS012 System - Maintenance of Traffic	1	LS	\$	\$
8	LS012 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	337	EA	\$	\$
9	LS012 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	180	LF	\$	\$
10	LS012 System - Bypass Pumping	1	LS	\$	\$
Lift Station 014 System					
11	LS014 System - Maintenance of Traffic	1	LS	\$	\$
12	LS014 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	12	EA	\$	\$
13	LS014 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	160	LF	\$	\$
14	LS014 System - Bypass Pumping	1	LS	\$	\$
Lift Station 027 System					
15	LS027 System - Maintenance of Traffic	1	LS	\$	\$
16	LS027 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	464	EA	\$	\$
17	LS027 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	905	LF	\$	\$
18	LS027 System - Bypass Pumping	1	LS	\$	\$

Lift Station 190 System					
19	LS190 System - Maintenance of Traffic	1	LS	\$	\$
20	LS190 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	10	EA	\$	\$
21	LS190 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	60	LF	\$	\$
22	LS190 System - Bypass Pumping	1	LS	\$	\$
Total Base Bid:					\$
Alternate Bid Items					
A-1	Furnish & Install 4" Single Clean-Out	1	EA	\$	\$
A-2	Furnish & Install 6" Double Clean-Out	1	EA	\$	\$
A-3	Install Sod (St. Augustine)	1	EA	\$	\$
A-4	Concrete Sidewalk Replacement	1	EA	\$	\$
A-5	Asphalt Sidewalk Replacement	1	EA	\$	\$
A-6	Concrete Driveway Replacement	1	EA	\$	\$
A-7	Paver Brick Driveway Replacement	1	EA	\$	\$
A-8	Dewatering	1	EA	\$	\$

TOTAL BASE BID, ITEMS 1-22 (in words) _____
Dollars

Cents

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 _____, 20____ in the
amount of \$ _____ for the A1A FORCE
MAIN REPLACEMENT which Contract, is byreference 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 or 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.

1. 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 _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence this ____ day of _____, 20____, by _____ as _____ of _____ (Company Name) Contractor, who is personally known to me or who produced _____ as identification.

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

(Notary Ink Stamp)

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

6-1

[Date]

via: US Mail & email

[Contractor Name]
[Contractor Address]

**SUBJECT: Loxahatchee River Environmental Control District
CIPP LATERAL LINING – CENTER STREET CORRIDOR
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:

CIPP LATERAL LINING – CENTER STREET CORRIDOR

The Contract Price of your Contract is \$_____

In accordance with the contract specifications, you will have 14 calendar days from the date of this Notice of Award, that is by (Day), (Date), to provide the following:

- a.) Electronic executed Contract Document, and
- b.) A Public Construction Bond with power of attorney, 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 District to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within 20 calendar days after you comply with the above conditions, the District will return 1 fully executed contract.

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

Regards,

Kris Dean, P.E.
Deputy Executive Director
Enclosures: Contract Document

[Date]

via: US Mail & email

[Contractor Name]

[Contractor Address]

**SUBJECT: CIPP LATERAL LINING – CENTER STREET CORRIDOR
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 _____ calendar days from actual Substantial Completion to Final Contract Completion, therefore:

Substantial Completion Date is: _____

Contract Completion Date is: _____

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

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

Sincerely,

Kris Dean, P.E.
Deputy Executive Director

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:

CIPP LATERAL LINING – CENTER STREET CORRIDOR

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 Ink Stamp)

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

* THIS FORM SHALL BE SUBMITTED WITH EACH PAYMENT REQUEST.

PROGRESS PAYMENT APPLICATION No. _____
FOR
CIPP LATERAL LINING – CENTER STREET CORRIDOR

1.	ORIGINAL CONTRACT AMOUNT	\$ _____
2.	VALUE OF APPROVED CHANGE ORDERS	\$ _____
3.	ADJUSTED CONTRACT AMOUNT	\$ _____
4.	ORIGINAL CONTRACT WORK PERFORMED TO DATE	\$ _____
5.	APPROVED CHANGE ORDERS PERFORMED TO DATE	\$ _____
6.	TOTAL VALUE OF WORK PERFORMED TO DATE	\$ _____
7.	LESS AMOUNT RETAINED (0%)	\$ _____
8.	NET AMOUNT EARNED ON CONTRACT TO DATE	\$ _____
9.	ADD: MATERIALS STORED AT CLOSE OF PERIOD (LESS 10% RETAINAGE)	\$ _____
10.	SUBTOTAL	\$ _____
11.	LESS AMOUNT OF PREVIOUS PAYMENTS	\$ _____
12.	BALANCE DUE THIS PAYMENT	\$ _____

Certification by Contractor

I certify that all items and amounts shown on this monthly application are correct and that all Work has been performed and/or material supplied in full accordance with the terms of the Contract between the Loxahatchee River Environmental Control District and _____; the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Progress Payment Application.

_____, 20__

By: _____

Title: _____

(Progress Payment Application Cont'd)

Certification by Engineer

I certify that this account is correct and just and that the terms of Work specified herein have been performed.

_____, 20____ By: _____
For: _____

Approval by the District

_____, 20____ By: _____
For: Loxahatchee River Environmental Control District

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:

CIPP LATERAL LINING – CENTER STREET CORRIDOR

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: _____

FINAL PAYMENT APPLICATION No. _____
FOR
CIPP LATERAL LINING – CENTER STREET CORRIDOR

1.	ORIGINAL CONTRACT AMOUNT	\$ _____
2.	VALUE OF APPROVED CHANGE ORDERS	\$ _____
3.	ADJUSTED CONTRACT AMOUNT	\$ _____
4.	ORIGINAL CONTRACT WORK PERFORMED TO DATE	\$ _____
5.	APPROVED CHANGE ORDERS PERFORMED TO DATE	\$ _____
6.	TOTAL VALUE OF WORK PERFORMED TO DATE	\$ _____
7.	LESS AMOUNT RETAINED (0%)	\$ _____
8.	NET AMOUNT EARNED ON CONTRACT TO DATE	\$ _____
9.	ADD: MATERIALS STORED AT CLOSE OF PERIOD (LESS 10% RETAINAGE)	\$ _____
10.	SUBTOTAL	\$ _____
11.	LESS AMOUNT OF PREVIOUS PAYMENTS	\$ _____
12.	BALANCE DUE THIS PAYMENT	\$ _____

Certification by Contractor

I certify that all items and amounts shown on this monthly application are correct and that all Work has been performed and/or material supplied in full accordance with the terms of the Contract between the Loxahatchee River Environmental Control District and _____; the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Progress Payment Application.

_____, 20__

By: _____

Title: _____

(Progress Payment Application Cont'd)

Certification by Engineer

I certify that this account is correct and just and that the terms of Work specified herein have been performed.

_____, 20____

By: _____

For: _____

Approval by the District

_____, 20____

By: _____

For: Loxahatchee River Environmental Control District

Certificate of Substantial Completion

[Date]
[NAME]
[ADDRESS]

Loxahatchee River Environmental Control District
CIPP LATERAL LINING –
CENTER STREET CORRIDOR
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 SpecSection 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, P.E., LRECD
Courtney Jones, P.E., LRECD
Lenny Giacobelli, LRECD

Certificate of Final Completion

[DATE]
[NAME]
[ADDRESS]

Loxahatchee River Environmental Control District
CIPP LATERAL LINING – CENTER STREET CORRIDOR
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, P.E., LRECD
Courtney Jones, P.E., 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:

CIPP LATERAL LINING – CENTER STREET CORRIDOR

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 _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

(Notary Ink Stamp)

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: CIPP LATERAL LINING – CENTER STREET CORRIDOR

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 # _____

DATE: _____

PROJECT NAME: CIPP LATERAL LINING – CENTER STREET CORRIDOR

Owner: Loxahatchee River Environmental Control District Contractor:

THE FOLLOWING CHANGES:

JUSTIFICATION:

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 DISTRICT: _____
 LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT DATE

ARTICLE 7

CERTIFICATE OF DISTRICT'S ATTORNEY

CIPP LATERAL LINING – CENTER STREET CORRIDOR

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, McNamara & Caldevilla, 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 Sub-Contractors

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 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 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. 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 collection system.

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, one complete set of instructions, technical bulletins, and any other printed matters 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, emails 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 one PDF and electronically submitted. 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.

B. 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.

C. 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:

8. Clean and lubricate all finish hardware after adjustment for proper operation.
9. Touch up marks or defects in painted surfaces and touch up any similar defects in factory finished surfaces.
10. Remove all stains, marks, fingerprints, soil, spots, and blemishes from all finish surfaces.
11. 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 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 1.0 General Requirements 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 pipes, 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 1.0 General Requirements 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:

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.

DISTRICT:

Contractor:

(Remainder of this page left blank intentionally)

TECHNICAL

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

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1.0 GENERAL REQUIREMENTS

1.01 SUMMARY OF WORK

- A. It is the District's intent and the purpose of these specifications to secure qualified Contractors to furnish all labor and materials necessary to complete cured-in-place lateral lining for the laterals within the Center Street Corridor area. All work shall be in compliance with the solicitation documents, the Loxahatchee River District Manual of Minimum Construction Standards and Technical Specifications (refer to Exhibit A included herein), all applicable local, state and Federal laws and regulations including the Occupational Safety and Health Act Administration (OSHA), including all costs of permits and cost of regulatory compliance.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work shall consist of furnishing and installing all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water and essential communications, for the performance of all labor, work, or other operations required for the fulfillment of the Contract. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract which may be necessary for the complete and proper construction of the work, and shall be performed, furnished and installed by the Contractor.
- B. Except as specifically noted, the Contractor shall provide and pay for:
 - 1. Pedestrian and vehicular maintenance of traffic plans necessary to obtain or comply with permits from the Town of Jupiter, Palm Beach County, and/or FDOT.
 - 2. Copies of current valid license(s) issued in accordance with the Florida Statutes and/or appropriate local agencies as required by the Contract documents.
 - 3. Labor, materials, tools, construction equipment and machinery.
 - 4. Water and utilities required for construction.
 - 5. Other facilities and services necessary for proper execution and completion of the work.
- C. Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the Loxahatchee River District, Palm Beach County Health Department, Florida Department of Environmental Protection, South Florida Water Management District, Army Corps of Engineers, Palm Beach County, Town of Jupiter and/or FDOT.
- D. Until acceptance of the work by the District, all work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the

execution or from the non-execution of the work. The Contractor shall protect, rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the work occasioned by any cause before its completion and acceptance.

1.03 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

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

1.04 PRESERVATION OF PROPERTY

- A. The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.
- B. In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

1.05 PRESERVING WATER QUALITY

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

1.06 REGULATORY PERMITS AND PERMIT CONDITIONS

- A. Permits for projects that may be constructed under this contract may be required from the following entities having jurisdiction within the project boundaries. If required, the Contractor shall obtain all permits excluding PBC Right of Way Construction and FDEP. The District shall reimburse Contractor application and permit fees issued by the entities having jurisdiction. The Contractor shall be responsible for compliance with the permits.

- 1. Town of Jupiter: Engineering/Utilities Permit and Building Permit
- 2. Palm Beach County: Right of Way Construction Utility Permit and Building Permit

- B. Contractor shall be responsible for permitting and compliance detailed in the following:
 - 1. Section 6.0 Erosion and Sediment Control
 - 2. Section 4.0 Dewatering

1.07 STORAGE OF MATERIALS

- A. The Contractor shall provide suitable facilities for storage and protection of materials. All equipment and materials intended for use in the work shall be suitably stored by the Contractor to prevent damage.
- B. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in a manner acceptable to the Engineer before any payment for same will be made.
- C. Staging of materials along the right of way or easements shall be limited to materials scheduled to be installed within a one week period for time of staging.

1.08 STAGING AREA

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

1.09 SALVAGED MATERIAL

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

1.10 SUBSTITUTIONS:

- A. Substitutions will not be permitted on any items specified herein or identified on the drawings where two or more manufacturers have been named unless they are followed by the words "or equal". Substitutions will also not be considered on any specified items whenever they are followed by the words "no substitutions".
- B. Submit electronic (.pdf) of request for substitution. Include in request:
 - 1. Complete Data substantiating compliance of proposed substitution with Contract Documents.
 - 2. For Products:
 - 1.10.B.2.1 Product identification, including manufacturer's name and address.
 - 1.10.B.2.2 Manufacturer's literature:
 - 1.10.B.2.2.1 Product description.
 - 1.10.B.2.2.2 Performance and test data.
 - 1.10.B.2.2.3 Reference standards.
 - 1.10.B.2.3 Samples.
 - 1.10.B.2.4 Name and address of similar projects on which product was used, and date of installation.
 - 3. For construction methods:

1.10.B.3.1 Detailed description of proposed method.

1.10.B.3.2 Drawings illustrating methods.

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

1.11 WATER

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

1.12 ELECTRICITY

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

1.13 SANITARY FACILITIES

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

1.14 WORKING HOURS

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

1.15 ASSEMBLIES OR UNITS

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

1.16 ACCESS TO THE WORK SITE

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

1.17 SECURITY

Technical Specifications

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

1.18 FAMILIARITY WITH LAWS

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

1.19 SCHEDULE

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

1.20 PRECONSTRUCTION MEETINGS

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

1.21 STANDARDS

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

1.22 SPECIAL CONSIDERATIONS:

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

1.23 VIDEO TAPING

A. The Contractor shall, in the presence of, and to the satisfaction of, the Engineer, video all areas of construction, staging, etc. The video shall be provided to the Engineer in DVD format, prior to any site mobilization. The video is required to be submitted one week prior to mobilization for each specific project.

1.24 DISPOSAL OF UNSUITABLE EXCAVATED MATERIALS AND DEBRIS

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

1.25 DISPOSAL OF EXCESS MATERIAL SUITABLE FOR REUSE

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

1.26 EQUIPMENT

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

1.27 HOUSEKEEPING

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

1.28 EXISTING IRRIGATION

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

1.29 SUBSURFACE EXPLORATIONS AND REPORTS

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

1.30 COORDINATION WITH Owner FOR CONNECTION TO EXISTING FACILITIES

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

1.31 RESTORATION

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

1.32 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residences in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the Engineer and other jurisdictional governmental authority, if any. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight except during road closing. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

1.33 SAFETY AND OSHA COMPLIANCE

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall conform to the State of Florida Trench Safety Act, 1990 House Bill 3181, requirements.

- C. The Contractor shall comply in all respects with the applicable Workman's Compensation Law.
- D. The Contractor shall be responsible for his own safety program.

1.34 SUBMITTALS

- A. Scope of Work: The Contractor shall submit to the District and Engineer for review and approval, such Shop Drawings, Test Reports and Product Data on materials and equipment (hereinafter in this Section called Data), and material samples (hereinafter in this Section called Samples) as are required for the proper control of work, including but not limited to those Shop Drawings, Data and Samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fourteen (14) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary Data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the District and Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log should include the following items:
 - 1. Submittal-Description and Number assigned.
 - 2. Date to District.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved as Noted, Rejected/Re-submit).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Projected date of delivery to site.
 - 7. Specification Section.
 - 8. Projected date of delivery to Owner.
 - 9. Specification Section.
- D. The Contractor shall furnish the District and Engineer a schedule of Shop Drawings submittals fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
 - 1. Date.
 - 2. Project Title and Number.
 - 3. Contractor's name and address.
 - 4. The number of each Shop Drawings, Project Data, and Sample submitted.
 - 5. Notification of Deviations from Contract Documents.
- E. The Contractor shall indicate in bold type at the top of the cover sheet of submittal of shop drawing if there is a deviation from contract drawings, project specifications and referenced specifications or codes.
- F. The Contractor shall also list any deviations from contract drawings, project specifications and referenced specifications or codes and identify in "green" ink prominently on the drawings.
- G. Submittal Log Number conforming to Specification Log Number.
- H. The Contractor shall submit .PDF copy of Shop Drawings to the District plus the number of copies which the Contractor requires returned.
- I. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the

- review by the District and Engineer of the necessary Shop Drawings.
- J. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment the contractor proposes to supply both as pertains to their own work and any work affected under other parts, headings, or divisions of drawings and specifications.
 - K. The Contractor shall not use shop drawings as means of proposing alternate items to demonstrate compliance to contract requirements.
 - L. Each submittal will bear a stamp indicating that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 - M. Drawings and schedules shall be checked and coordinated with the work of all trades and sub-contractors involved, before they are submitted for review by the District and Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission. The District and Engineer's review of Shop Drawings, Data and Samples as submitted by the Contractor, will be to determine if the items(s) conform to the information in the Contract Documents and is compatible with the design concept. The District and Engineer's review and exceptions, if any, will not constitute an approval of dimensions, connections, quantities, and details of the material, equipment, device, or item shown.
 - N. The review of drawings and schedules will be general, and shall not be construed:
 - 1. As permitting any departure from the Contract requirements.
 - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
 - 4. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the District and Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
 - 5. "Approved as Noted" - Contractor shall incorporate District and Engineer's comments into the submittal before release to manufacturer. The Contractor shall send a letter to the District and Engineer acknowledging the comments and their incorporation into the Shop Drawing.
 - 6. "Revise and Resubmit" - Contractor shall resubmit the Shop Drawing to the District and Engineer. The resubmittal shall incorporate the Engineer's comments highlighted on the Shop Drawing.
 - 7. "Rejected" - Contractor shall resubmit Shop Drawing for review by District and Engineer.
 - O. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the District and Engineer on previous submissions. The Contractor shall make any corrections required by the District and Engineer.
 - P. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
 - Q. When the Shop Drawings have been completed to the satisfaction of the District and Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
 - R. No partial submittals will be reviewed. Submittals not deemed complete will be stamped "Rejected" and returned to the Contractor for resubmittal. Unless otherwise specifically permitted

by the Engineer, make all submittals in groups containing all associated items for:

1.35 SHUTDOWNS AND BYPASS

- A. The Contractor shall coordinate shutdowns and bypasses with the District for performance of the work. Shutdowns and bypasses shall be performed by the District; however, the Contractor may be required to install connection points to the system or plug mains to facilitate shutdowns or bypasses.
- B. Shutdown and bypass schedules shall be agreed upon prior to implementation with every effort being made to minimize the time lengths of each.
- C. A shutdown or bypass shall not be scheduled until all materials and equipment are onsite and pre-assemblies complete.
- D. The scope of each project may vary significantly as will the duration of the shutdown or bypass; however, in no instance shall a scheduled shutdown exceed 8 hours or a scheduled bypass exceed 14 calendar days. If the actual shutdown or bypass exceeds the maximum allowable times noted above the Contractor shall reimburse the District costs associated with the extended shutdown or bypass. For shutdown, reimbursement shall be \$150/hr, for shutdown beyond 8 hours and \$420 per 1,000 gallon of wastewater that must but tankered from the shutdown system to ensure continuity of service and no wastewater dischargers. For bypass, reimbursement shall be \$350/day for bypass beyond 14 days.

2.0 TRAFFIC REGULATION

2.1 DESCRIPTION

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

2.2 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

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

2.3 TRAFFIC AND VEHICULAR ACCESS

- A. Emergency Vehicles: The Contractor shall notify, in writing, the Engineer, the police, fire and other emergency departments and agencies when and where work is to be accomplished which will affect their operations. The notification shall be supplied at least two days, but not more than ten days, prior to the start of such work.
- B. Major Roads and Streets: No major roads or streets shall be blocked to traffic, without adequate detour facilities, for a period of more than 30 minutes, or as directed by the governing authority. All named roads impacted by this project are considered to be major roads unless otherwise agreed to by the Engineer.
- C. Commercial Properties: Access to commercial property shall not be blocked for a period of more than 30 minutes during the time such properties are open for business.

- D. Residential Property: Access to residential property shall not be blocked for a period of more than 8 hours with prior notification.
- E. Arterial Streets/Parking Areas: The Contractor shall make every attempt to maintain streets and parking areas within the project area accessible to the residents. Notification shall be given to the Engineer and affected residences a minimum of three (3) days prior to the start of work.

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

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

3.0 PREPATORY CLEANING & ROOT REMOVAL

3.1 SCOPE

- A. This Section covers the preparatory cleaning of sanitary laterals as needed prior to the internal survey of the sewer lines by closed-circuit television. It also covers the preparatory cleaning and root removal of sewer lines prior to rehabilitation. The Contractor shall furnish all necessary material, labor, equipment and services required for cleaning the specific sewer lines.
- B. Sewer Line Cleaning. The intent of sewer line cleaning is to remove foreign materials from the lines and restore the sewer to a minimum of 95% of the original carrying capacity or as required for proper seating of internal pipe joint sealing packers or performance of other specified work. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific sewer sections. If, in the course of normal cleaning operations, damage does result from preexisting and unforeseen conditions such as broken pipe, the Contractor will not be held responsible.
- C. The designated sewer sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. The equipment shall dislodge, transport and remove all sludge, mud, sand, gravel, rocks, bricks, grease, roots, sticks, and all other debris from the interior of the sewer pipe and manholes. The equipment and methods selected shall be based on the conditions of lines at the time the work commences and shall be satisfactory to the Owner. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, the cleaning effort shall be stopped and sufficient inspection performed so that the Owner can be notified of the reason for inability to continue.
- D. During all cleaning and preparation operations all necessary precautions shall be taken to protect the sewer from damage. During these operations, precautions shall also be taken to ensure that no damage is caused to public or private property adjacent to or served by the sewer or its branches.
- E. Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically

propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. The Contractor shall employ operational hydrant meters to be obtained from the Town of Jupiter, and shall obtain water only from the Town's hydrants. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

3.2 PRODUCTS (NOT USED)

3.3 EXECUTION

3.31 MATERIAL REMOVAL

- A. All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.
- B. Under no circumstances shall sludge or other debris removed during these operations be dumped or spilled into the streets, ditches, storm drains or other sanitary sewers. The Contractor shall remove from the site and properly dispose of all solids or semi-solids recovered during the cleaning operation. The Contractor shall obtain permits and make arrangements as required to properly dispose of solids.
- C. The Contractor is advised that he shall not dispose of this material by legal or illegal dumping on private or public property, by sale to others, or any means other than those given above.
- D. The general requirements for vehicles hauling such waste materials are as follows: Transport vehicles must be of type(s) approved for this application by the political jurisdictions involved. General requirements are that the vehicles have watertight bodies, that they be properly equipped and fitted with seals and covers to prohibit material spillage or drainage, and that they be cleaned as often as is necessary to prevent deposit of material on roadways. Vehicles must be loaded within legal weight limits and operated safely within all traffic and speed regulations.
- E. The routes used by the Contractor for the conveyance of this material on a regular basis shall be subject to approval by the governing authority having jurisdiction over such routes.
- F. All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of by the Contractor in a legal and sanitary manner as approved by appropriate authorities, at the Contractor's cost. Copies of records of all disposal shall be furnished to the Owner, indicating disposal site, date, amount and a brief description of material disposed. All materials shall be removed from the site no less often than at the end of each workday.

3.32 ROOT REMOVAL

- A. Roots shall be removed in the designated sections and manholes where root intrusion is indicated on the work order. Special attention should be exercised during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the proper survey or

rehabilitation shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners.

3.33 ACCEPTANCE OF CLEANING OPERATION

- A. Acceptance of sewer line cleaning shall be made upon the successful completion of the television survey and shall be to the satisfaction of the Owner. Liner installation shall not be initiated until the Owner has reviewed the post-cleaning television survey tapes and has accepted the cleaning. If television survey shows the cleaning to be unsatisfactory, the Contractor shall be required to reclean and reinspect the sewer line until the cleaning is shown to be satisfactory.
- B. In the event that special cleaning involving the mechanical removal of roots, grease, and/or tuberculation has been authorized, acceptance of sewer line cleaning shall be made upon the successful completion of the post-cleaning television survey and shall be to the satisfaction of the Owner. Liner installation shall not be initiated until the Owner has reviewed the post-cleaning television surveys and has accepted the cleaning.
- C. In addition, on all those lines which have sags or dips, to an extent that the television camera lens becomes submerged for three (3) or more feet during the television inspection, the Contractor shall pull down the water, or draft the water by means of high-velocity jet cleaners. Water removal shall be performed until the television camera lens will no longer be submerged. This requirement may be waived by the Owner if the water in which the camera lens is submerged, is clear enough to allow the identification of pipe defects, cracks, holes and location of service taps.

4.0 SERVICE LATERAL TELEVISION SURVEY

4.1 SCOPE

- A. The work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence for performing all operations required to execute the internal closed-circuit television survey to inspect service laterals.
- B. The survey shall show all defects and determine amount of infiltration entering the service laterals.

4.2 GENERAL

- A. After cleaning as specified in 3.0 Preparatory Cleaning & Root Removal (including special cleaning involving the mechanical removal of roots, grease, and/or tuberculation where authorized), and before and after repair/replacement work, the lateral shall be visually surveyed by means of closed-circuit television in the presence of the Owner. The survey shall be performed one lateral at a time.
- B. Pre- and post-construction survey video submitted to the Owner via an electronic file sharing link, accompanied with the corresponding work orders, and pre- and post-TV logs, for sewer laterals surveyed. The video on the file sharing link shall be direct from a live video source into a video file, format MP4, and of good quality for viewing.

C. The television equipment operator shall be certified under the NASSCO (National Association of Technical Specifications

Sewer Survey Companies) PACP (Pipe Line Assessment and Certification Program) and LACP (Lateral Assessment Certification Program).

4.3 EQUIPMENT

- A. The television camera used for the lateral survey shall be one specifically designed and constructed for such survey. A sonde locating device shall be attached to the camera. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing a minimum 700-line resolution color video picture. The Contractor shall maintain camera in clear focus at all times. Picture quality and definition shall be to the satisfaction of the Owner; and if unsatisfactory, equipment shall be removed and replaced with adequate equipment at no additional cost to the Owner. The lateral camera shall have a pan-and-tilt capability.
- B. The camera system shall be able to inspect 3-, 4-, and 6-inch lateral connections up to 70 feet from the sewer mainline. The launcher shall be mounted on a tread tractor that moves through main sewers and positions the inspection camera launcher opposite the lateral line connection.
- C. The camera system shall have mini black and white or color, fixed position, "positioning" camera to observe and place the mini color, push, "inspection" camera at the lateral. The inspection camera shall be attached to an 80-foot long push cable with a fiberglass rod core for cable rigidity. The camera head shall point forward while traveling through the sewer mainline.
- D. The camera used from a cleanout shall be able to be launched from the cleanout and travel down to the sewer mainline, up to 100 feet. The camera system shall be able to inspect 3-inch, 4-inch, and 6-inch lateral connections.
- E. The video camera shall include a title feature capable of showing on the tape the following information:
 - a. City and State
 - b. Date/Time
 - c. Contractor's Name
 - d. Pipe Size (Diameter) and Material
 - e. Upstream Manhole Number & Distance to Lateral
 - f. On-going Footage Counter
- F. A sonde shall be provided for locating unmarked sewer laterals. A sonde is a transmitter tied on a line and moved through a sewer or duct. A receiver on the surface follows its movement, documenting the line location. The pipe position is then marked on the ground. The sonde is pushed farther into the pipe, the receiver relocates the sonde and the pipe position is marked again. This process is repeated until the desired section of pipe is traced. It is pulled out on completion of the locate. The sonde will be inserted into the lateral through a sewer cleanout or, in case of no cleanout, through a

roof vent to locate the cleanout as well as unmarked sewer lateral. The sonde may also be attached to the lateral television camera.

4.4 SUBMITTALS

- A. The Contractor shall submit shop drawings and other information in accordance with Section 01 – General Conditions. The Contractor’s submittals shall include description of the software to be used and a sample of the video titles to be used, along with a sample of the television survey log to be used.

4.5 QUALIFICATIONS

- A. The Qualifications of the Contractor shall be submitted prior to contract award. These Qualifications shall include detailed descriptions of the following:
 - a. Name, business address and telephone number of the Contractor.
 - b. Name(s) of all supervisory personnel to be directly involved with this project.
- B. The Contractor shall sign and date the information provided and certify that to the extent of his knowledge, the information is true and accurate, and that the supervisory personnel will be directly involved with and used on this project. Substitutions of personnel and/or methods will not be allowed without written authorization of the Owner.
- C. Specialty technicians shall be certified by the equipment manufacturer and/or its authorized representative. Certifications shall be submitted to the Owner.
- D. The Contractor shall provide his references of previous project lists going back five years including his customers' names, addresses, and telephone numbers.
- E. To be qualified, the Contractor shall have a minimum of five years previous experience in the work required in this section.

PART 2 - PRODUCTS

- A. All inspection information and data (including video) written to electronic file transfer link.

PART 3 - EXECUTION

4.6 PRECONSTRUCTION SURVEY

- A. Procedure
 - a. Prior to any repair work, the entire service lateral (from mainline to property line I cleanout, whichever is farther from the mainline) shall be televised. This is not a separate pay item.
 - b. Measurement for location of defects shall be above ground by means of a meter device. Measurement meters shall be accurate to tenths of a foot over the length of the section being surveyed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device. Linear footage shall be shown on screen during recording.

- c. Movement of the television camera shall be temporarily halted for a minimum of ten seconds at each visible point of flow until the source and flow rate from that point are determined.
- d. The inspection shall be performed from either the main sewer or the cleanout with proper equipment specified. If the Contractor chooses to perform the inspection from the cleanout and the cleanout is either inaccessible or does not exist, he shall install a cleanout to facilitate the inspection at no additional cost to the Owner. The Contractor may provide appropriate documentation to the Owner for review/consideration as to why a clean out is required for inspection and inspection is unable to be completed from the main.
- e. Above ground horizontal location of lateral shall be marked every five (5) feet utilizing surveyor's paint on an asphalt or concrete surface and surveyor's flags in grass. Approximate depth of laterals at these locations shall be recorded on the TV logs.

B. Field Documentation

- a. Television Survey Logs. Location of the lateral by indicating the upstream manhole number, distance from the upstream manhole, lateral connection to the main line (left, center or right), and address of the customer serviced by the lateral, shall be noted on the television survey log. Printed and electrically stored location records shall be kept by the Contractor and will clearly show the location, in relation to the cleanout or the mainline of each infiltration point observed during survey. Footage shall be shown on the log. In addition, other points of significance such as unusual conditions, roots, broken pipe, presence of scale and corrosion, and other discernible features will be recorded and a copy of such records will be supplied to the Owner. The Contractor shall measure the depth of the upstream and downstream manholes. Measurements shall be from the invert of the pipe to the top of the manhole rim and shall be recorded on the survey log.
- b. Photographs. Digital photographs of the television picture of problems shall be taken by the Contractor upon request of the Owner.
- c. Video Recordings. The purpose of video (electronic file share link) recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. Electronic file share link recording playback shall be at the same speed that it was recorded. Slow motion or stop motion playback features shall be supplied by the Contractor. Once recorded, the videos become the property of the Owner. The Contractor shall have all videos and necessary playback equipment readily accessible for review by the Owner during the Project.
- d. Audio. All videos shall have audio record. As a preamble, at the beginning of the video, the Contractor shall state the following: "(Contractor's Name) is performing a pre/post TV survey for Job No. [provided by the Owner], Loxahatchee River District". State date, time, operator's name, area, pipe size and material, upstream manhole number and depth. The Contractor shall verbally state the position of the lateral with respect to the upstream manhole and describe defects. At the end of each line, state: "End of line" and total linear footage.

4.7 POST CONSTRUCTION SURVEY

A. Procedure

- a. The same procedures shall be used as indicated in Section 4.6 PRECONSTRUCTION SURVEY.
- b. In addition, the Contractor shall stop the camera at all point repairs and inspect entire repaired pipe sections.
- c. The Contractor shall invert white foreground to black as needed in the line section with light background.
- d. In the case of a post-liner survey, the Contractor shall fully televise both ends of the liner so that the fit of the liner to the host pipe can be evaluated.
- e. The post-liner television survey shall be done within 2 weeks of liner installation.

B. Documentation

- a. The same documentation shall be provided as indicated in Section 3.01 PRECONSTRUCTION SURVEY.

4.8 LOCATION OF LATERAL FROM RESIDENCE

A. Procedure

- a. Run a sonde through a roof vent to locate cleanout as well as unmarked sewer lateral. A sonde is a transmitter tied on a line and moved through a sewer or duct. A receiver on the surface follows its movements, documenting the line location. The pipe position is then marked on the ground. The sonde is pushed farther into the pipe, the receiver relocates the sonde and the pipe position is marked again. This process is repeated until the desired section of pipe is traced. It is pulled out on completion of the locate.

B. Documentation

- a. Above ground horizontal location of lateral shall be marked every five (5) feet utilizing surveyor's paint on an asphalt or concrete surface and surveyor's flags in grass. Approximate depth of laterals at these locations shall be recorded on the TV logs. Location of buried cleanouts, or location for the purposes of installing a new cleanout shall be marked by two measured distances to permanent recoverable objects Contractor shall furnish a schematic of these locations with sufficient detail to be able to relocate from above ground, at a later date.

5.0 CURED-IN-PLACE PIPE LATERAL LINING

5.1 INTENT

This specification covers material requirements, installation practices, and test methods for the reconstruction of a sewer service lateral pipe and the main connection without excavation. The pipe renovation shall be accomplished by the inversion and inflation of a resin impregnated, single-piece lateral and main connection liner. When cured, the liner extends over a predetermined length of the service lateral and the full circumference of the main pipe at the connection (CIPP) outfitted with

gasket seals. The Materials and Installation practices shall, at a minimum, shall conform to the specifications, and be a full circle main line connection with hydrophilic gaskets.

This specification takes precedence over any other similar specification that may be found in other sections of the bid documents.

5.2 GENERAL

The reconstruction shall be accomplished using a resin absorbent textile tube of particular length and a thermo-set resin with physical and chemical properties appropriate for the application. The launching device and launching hose is winched through the mainline and positioned at the appropriate service lateral connection. The mainline bladder is inflated seating the hydrophilic seals and presses the connection liner against the main pipe at the connection while the lateral tube inverts up into the lateral pipe by the action of the inversion bladder. The resin-saturated liner is cured, the hydrophilic gaskets are in place then the inversion bladder and launching device are removed.

5.3 PRODUCT AND INSTALLER ACCEPTABILITY

- A. All sewer products are intended to have a minimum 50-year design life, in order to minimize the Owner's long-term risk of failure, only proven products and installers with substantial successful long-term track records will be considered.
- B. Products and installers must document the following minimum criteria to be deemed commercially acceptable:

Product	Unit	Florida Minimum Requirement	U.S. Minimum Requirement
Lateral Liner	LF	50,000	500,000
Main / Lateral Connections	EA	4,000	40,000
Stack Single or Double Wye	EA	25	25
Lateral Transitions	EA	100	500
Siamese Lateral Connections	EA	25	25

- C. For materials and product to be considered commercially proven, the above referenced minimum units of successful wastewater collection system installations must be documented to the satisfaction of the Owner to assure commercial viability of the proposed liner system. If changes in the product (installation, resin, materials, configuration, assembly, seals) did occur the date and scope of changes must be part of the product history documentation for the Owner to review and tabulated to show the quantity of each specific product type or version. Any modifications to the finished product bid must show the date and reason the change was made.
- D. All sewer rehabilitation materials and products submitted for approval must provide third party test results supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the Owner. Tests are to include the main, laterals, and main/lateral connection materials and hydrophilic gasket seals. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be approved without independent third-party testing verification for all components proposed.
- E. The Contractor (the licensed company or Subcontractor bidding) must meet the minimum requirements above. This is a company requirement; personal history is valuable, however will not be considered in evaluating the company's ability to meet the minimum requirements of this specification. The Contractor must have installed the same product (in the same constructed configuration) proposed for a minimum of five years.

5.4 MATERIAL

- A. *Liner Assembly-* The liner assembly shall be continuous in length and consist of one or more layers of absorbent needle punched felt, circular knit or circular braid that meet the requirements of ASTM F1216 and ASTM D5813 Sections 6 and 8. No intermediate or encapsulated elastomeric layers shall be in the textile that may cause de-lamination in the CIPP. The textile tube and sheet shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments, and flexibility to fit irregular pipe sections. The resin saturated textile tube and sheet shall meet ASTM F 1216, 7.2 as applicable, and the tube shall have 5% to 10% excess resin distribution (full resin contact with the host pipe) that when compressed and cured will meet or exceed the design thickness.
- B. *Mainline Liner Tube-* The main liner tube shall be formed from a flat sheet of resin absorbent material suitable for CIPP. The forming of the tube is accomplished by one end of the textile sheet overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the lined main pipe. The interior of the textile sheet shall be laminated with an impermeable, translucent flexible membrane. The textile sheet before insertion shall be permanently marked on the membrane as a "Lateral Identification" correlating to the address of the building the lateral pipe provides service.
- C. *Lateral Liner Tube-* The exterior of the lateral liner tube shall be laminated with an impermeable, translucent flexible membrane. Longitudinal seams in the tube shall be stitched and thermally sealed. The lateral tube will be continuous in length. The lateral tube will be capable of conforming to offset joints, bends, bells, disfigured pipe sections and pipe diameter transitions.
- D. *Mainline Connection-* The main tube and lateral tube shall form a one-piece assembly by stitching the lateral tube to the mainsheet aperture. The connecting end of the lateral tube shall be shaped to match the aperture and curvature of the main tube. The lateral tube and main tube shall be sealed by use of a flexible UV cured adhesive/sealant. The main/lateral tube assembly shall take the shape of a complete "TEE" or "WYE" (3 branches) with corresponding dimensions such as a curved circle or a curved elliptical opening in the pipefitting. Submittals for the liner assembly must include the manufacturer's assembly methods and test protocol for the main/lateral liner assembly to be certified as airtight prior to resin saturation. Each liner assembly must include this test data and be certified by the manufacturer to be

airtight prior to resin saturation.

- E. *Gasket/Hydrophilic Seals*- The mainline connection shall include a seamless molded flange shaped gasket attached to the main liner tube. The gasket must be a minimum of 2.5mm and must retain this minimum thickness under installation pressures. The lateral tube shall include a compression hydrophilic seal attached six-inches from the terminating end of the lateral tube.
- F. *Mainline End Seal Test Data*- The hydrophilic gasket seals shall include test data that supports substantial expansion properties so to form a watertight compression end seal at the terminating ends of the CIP-lateral liner. The test protocol shall simulate subterranean conditions and hydraulic loading at surface. Gasket seal submittals must include tests data simulating hydration/ dehydration conditions for a period of 10,000-hours and the test results must successfully demonstrate and document long-term performance without deterioration, loss of material, flexibility, and expansion of the gasket during repeated cycles of hydration and dehydration.
- G. *Bladder Assembly*- The liner assembly shall be surrounded by a second impermeable, inflatable, invertible, flexible translucent membrane bladder that will form a liner/bladder assembly. The translucent bladder shall facilitate vacuum impregnation while monitoring the resin saturation process.

5.5 RESIN SYSTEM

- A. The resin/liner system shall conform to ASTM D5813 Section 8.2.2.
- B. The resin shall be a corrosion resistant polyester, vinylester, epoxy or silicate resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP, for this project.
- C. The resin shall produce a CIPP, which will comply with the structural and chemical resistance requirements of ASTM F1216.

Table 1 CIPP INITIAL STRUCTURAL PROPERTIES

Property	ASTM Test	Minimum Value	
		PSI	(MPa)
Flexural Strength	D 790	4,500	(31)
Flexural Modulus	D 790	250,000	(1,724)

5.6 DESIGN CONSIDERATIONS

- A. The CIPP shall be designed per ASTM F1216, Appendix X1.
- B. The CIPP design for the lateral tube and main sheet shall assume no bonding to the original pipe.
- C. The resin saturated lateral tube and the main sheet must place the resin in full contact with the host pipe. The cured liner must have any coating on the interior of the lateral piping.
- D. The liner must be smooth and have an average roughness coefficient “n” factor of 0.013 or lower.

5.7 REFERENCES

- A. ASTM F-2561 - Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One-Piece Main and Lateral Cured-In-Place Liner.
- B. ASTM F1216 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
- C. ASTM D-790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- D. ASTM D-792 Standard Test Methods for Density and Specific Gravity of Plastics by displacement.
- E. ASTM D-2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
- F. ASTM D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe.

5.8 INSTALLATION RECOMMENDATIONS

- A. *Access Safety* – Prior to entering access areas such as manholes, an excavation pit, performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen shall be undertaken in accordance with local, state, or federal safety regulations.
- B. *Cleaning and Inspection* – As per NASSCO Standards.
- C. *Cleaning Accessing the Lateral Pipe* – A cleanout is required to be located on the exterior of the building. The cleanout fitting shall be TEE shaped so to allow upstream and downstream access to the lateral pipe. The cleanout shall be located within two (2) feet of where the finished liner is to terminate.
- D. *Plugging* – The upstream side of the cleanout shall be plugged during insertion and curing of the liner assembly ensuring no flows enter the pipe and no air, steam or odors will enter the building. When required, the main pipe flows will be by-passed. The pumping system shall be sized for peak flow conditions. The upstream manhole shall be monitored at all times and an emergency deflating system will be incorporated so that the plugs may be removed at any time without requiring confined space entry.
- E. *Inspection of Pipelines* – The interior of the pipeline shall be carefully inspected to determine the location of any condition that shall prevent proper installation, such as roots, severe offsets, and collapsed or crushed pipe sections. Experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television shall perform inspection of pipelines.
- F. *Line Obstructions* – The existing lateral pipe shall be clear of obstructions that prevent the proper insertion and expansion of the lining system. Changes in pipe size shall be accommodated, if the lateral tube is sized

according to the pipe diameter and condition. Obstructions may include dropped or offset joints of no more than 20% of inside pipe diameter.

- G. *Resin Impregnation* – The liner assembly is encapsulated within the translucent bladder (liner/bladder assembly), the entire liner including the flat sheet shall be saturated with the resin system (wet-out) under controlled vacuum conditions. The volume of resin used shall be sufficient to fill all voids in the textile lining material at nominal thickness and diameter. The volume shall be adjusted by adding 5% to 10% excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe. No dry or unsaturated area in the mainline sheet or lateral tube shall be acceptable upon visual inspection.
- H. *Liner Insertion* – The lateral tube and inversion bladder shall be inserted into the launching hose. The main bladder and flat textile sheet (main liner tube) shall be wrapped around a launching device, formed into a tube and secured by use of rubber bands. A seamless molded flange shaped gasket shall be attached to the main liner tube by use of stainless-steel snaps. The flanged gasket shall be inserted into the lateral pipe at the main/lateral juncture so that the brim of the flanged gasket is firmly seated against the mainline pipe liner. A hydrophilic seal shall be positioned 6- inches from the terminating end of the lateral liner tube. The launching device is inserted into the pipe and pulled to the point of repair. The pull is complete when the lateral tube is exactly aligned with the lateral pipe connection. The lateral tube is completely protected during the pull. The mainline liner is supported on a rigid “launcher that is elevated above the pipe invert through the use of a rotating skid system. The liner assembly shall not be contaminated or diluted by exposure to dirt or debris during the pull.
- I. *Bladder* – The main bladder shall be inflated causing the main sheet to unwrap and expand; pressing the main tube firmly into contact with the main pipe and embedding the flange shaped gasket between the main tube and the main pipe at the lateral opening. The lateral tube is inverted through the main tube aperture by the action of the lateral bladder extending into the lateral pipe to a termination point that shall be no less than 2- feet from the exterior cleanout. The bladder assembly shall extend beyond each end of the liner, so the liner remains open-ended and no cutting shall be required.

5.9 CIPP PROCESSING

- A. *Curing* – After the liner has been fully deployed into the lateral pipe, pressure is maintained pressing the liner firmly against the inner pipe wall until the liner is cured at ambient temperatures or by a suitable heat source. The heating equipment shall be capable of delivering a mixture of steam and air throughout the liner bladder assembly to a uniform raise the temperature above the temperature required to cure the resin. The curing of the CIPP shall take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of the soil). The heat source temperatures shall be monitored and logged during the cure and cool down cycles. The manufacturer’s recommended cure schedule shall be submitted and followed.
- B. *CIPP Processing* – Curing shall be done without pressure interruption with air or a mixture of air and steam for the proper duration of time per the resin manufacturer’s recommendations. The curing process is complete when the temperature of the CIPP reaches 100 degrees Fahrenheit or less.

5.10 FINISH

- A. *The finished CIPP* – CIPP Shall be a homogenous CIPP liner assembly located within a lateral service pipe for a specific length, and extending into the main pipe to renew 18- inches of the main pipe at the main/lateral service connection. The CIPP shall be smooth with minimal wrinkling and shall increase flow rate. The CIPP shall be free of dry spots, lifts, and delamination. The CIPP shall include a textile taper at each end providing a smooth transition to the host mainline liner for accommodating video equipment and maintaining proper flow in the mainline.

After the work is completed, the installer will provide the Owner with video footage documenting the repair and the visual markings on the CIPP liner assembly identifying the building address. The finished product shall provide a verifiable non-leaking connection between the mainline liner and the CIP-Lateral liner.

5.10 RECOMMENDED INSPECTION AND TESTING PROCEDURES

- A. *Sampling* – As designated in the purchase agreement, the preparation of a CIPP sample is required. The sample shall be prepared by securing a flat plate mold using the textile tube material and resin system as used for the rehabilitated pipe.
- B. *Pressure* – The pressure applied on the plate sample will be equal to the highest pressure exerted on the lateral tube during the inversion process.
- C. *Length* – The minimum length of the sample must be able to produce at least five specimens for testing in accordance with ASTM D-790-03.
- D. *Conditioning* – Condition the test specimens at $73.4 \pm 3.6^\circ \text{F}$ ($23 \pm 2^\circ \text{C}$) and $50 \pm 5\%$ relative humidity for not less than 40 hours prior to test in accordance with Practice ASTM D 618, for those tests where conditioning is required.
- E. *Short-Term Flexural (Bending) Properties* – The initial tangent flexural modulus of elasticity and flexural stress shall be measured for gravity and pressure pipe applications in accordance with Test Method D 790 and shall meet the minimum requirements of Table 1.
- F. *Gravity Pipe Leakage Testing* – If required by the Owner in the contract documents or purchase order, gravity pipes should be tested using an air test method where a test plug is placed adjacent to the upstream and downstream ends of the main sheet CIPP and at the upper most end of the lateral tube. This test should take place no less than 72-hours after returning the lateral pipe back into service. This test is limited to pipe lengths with no service connections. The test pressure shall be 4-PSI for a test time of three-minutes; the pressure shall not drop below 3.5 PSI.

5.11 WARRANTY

- A. All CIPP liners shall be certified by the manufacturer for specified material properties for the particular repair. The manufacturer warrants the liner to be free from defects in raw materials for ten years from the date of acceptance. The Contractor guarantees the work to be free from defects caused by faulty workmanship for a period of five years from the date of acceptance. During the warranty period, any defects which affect the integrity, strength or water tightness of the installed pipe shall be repaired at the Contractor's expense.

6.0 EROSION & SEDIMENT CONTROL

6.1 DESCRIPTION

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

Martin County, Village of Tequesta, Jupiter Inlet Colony, Town of Juno Beach and/or the Town of Jupiter.

6.2 REFERENCE STANDARDS

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

6.3 SUBMITTALS

- A. If required, prior to the pre-construction meeting, the Contractor shall obtain, prepare and submit the FDEP Form 62-621.300 (4) (b), “Notice of Intent (NOI) to use a Generic Permit for Stormwater Discharge from Large and Small Construction Activities”. The type of project or activity that qualifies for use of the Generic Permit, the conditions of the permit, and additional requirements to request coverage are specified in the Generic Permit document (FDEP Documents 62-621.300 (4) (a). The appropriate Generic Permit fee, as specified in Rule 62-4.050 (4) (d), F.A.C., shall be submitted with the NOI in order to obtain permit coverage. Submit a copy of the NOI and confirmation of receipt of the NOI and fee from the NPDES Stormwater Notices Center prior to the pre-construction meeting.
- B. If required, the Contractor shall develop and submit to the Engineer a detailed “Erosion and Sediment Control Plan” and “Stormwater Pollution Prevention Plan” (SWPPP) for review. Included shall be plan(s) of the site locating all siltation skirts, hay bales, turbidity curtains, and other features required to control erosion, sediment, water and air pollution, on and off the site. The plan shall be sequenced to show changes during the life of the project; shall be coordinated with on-site stockpiling of fill and top soil; and shall be directly coordinated with the construction sequence for stormwater improvements. The SWPPP shall comply with Generic Permit for Stormwater Discharge from Large and Small Construction Activities, FDEP Document 62-621.300(4)(a).
- C. The plan(s) shall include catalog cuts of all materials provided in support of the plan. The “Erosion and Sediment Control Plan” and SWPPP shall be submitted at or before the preconstruction conferences.
- D. At the conclusion of construction and prior to final acceptance by the Engineer, the Contractor shall complete and submit the FDEP Form 62-621.300(6), “Notice of Termination (NOT) of Generic Permit Coverage” in accordance with the instructions contained therein. Submit a copy of the NOT and confirmation of receipt of the NOT from the NPDES Stormwater Notices Center prior to final acceptance by the Engineer.

6.4 PERMANENT EROSION CONTROL

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

PRODUCTS

6.5 SILTATION FENCES

Technical Specifications

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

6.6 EROSION CONTROL MATTING

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

6.7 HAY OR STRAW BALES

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

6.8 TURBIDITY CURTAINS

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

EXECUTION

6.9 GENERAL

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

6.10 EARTHWORK PROCESS

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

operations, the Contractor shall be required to implement acceptable temporary erosion control features during construction when the Owner's Representative so directs.

6.11 TEMPORARY EROSION CONTROL

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

7.0 DEWATERING

GENERAL

7.1 DESCRIPTION

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

7.2 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

- A. The dewatering of any excavation area and the disposal of the water shall be in strict accordance Technical Specifications

with the latest revision of all local and state government rules and regulations and Section 3.0 Erosion and Sediment Control.

7.3 SUBMITTALS

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

EXECUTION

7.4 DEWATERING

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

7.5 DISPOSAL

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

8.0 WASTEWATER FLOW CONTROL

8.1 SCOPE OF WORK

- A. The work specified in this Section includes all labor, materials, accessories, equipment and tools for performing all operations required to bypass pump sewage around a manhole or sewer section in

Technical Specifications

which work is to be performed. The Contractor shall be prepared to bypass pump sewage as a part of his operations.

- B. The work specified in this Section also includes all labor, materials, accessories, equipment and tools for performing all operations required to bypass pump sewage around a section of force main in which work is to be performed, or around a manhole into which a force main discharges if work is to be performed in the manhole. The Contractor shall be prepared to bypass pump sewage as a part of his operations.
- C. The Contractor shall provide all pumps, piping, and other equipment to accomplish this task; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to equal or better condition to the satisfaction of the Owner.

8.2 GENERAL

- A. When sewer line flows at the upstream manhole of the line being repaired are above the maximum allowable requirements for television survey, or do not allow the proper sewer or manhole repair, the flows shall be reduced to the levels indicated by one of the following methods: manual operation of pumping stations by Owner forces, by the Contractor plugging/blocking of the flows, or by the Contractor pumping/bypassing of the flows as acceptable to the Owner.
 - a. In some applications, the wastewater flow may be plugged and contained within the capacity of the collection system. This shall only be done when it has been determined the system can accommodate the surcharging without any adverse impact.
 - b. For the initial television survey, before and after any repair with the exception of Joint testing and sealing, the sewer line shall be blocked completely. No flow, except infiltration/inflow, will be allowed through the respective sewer line being televised on the pre-repair television survey, and the post-repair television survey.
- B. For all other television surveys, including warranty surveys and joint testing and sealing operations, the depth of flow within the sewer shall not exceed that shown below for the respective pipe sizes as measured in the manhole.

1. Maximum Depth of Flow - Warranty Television Survey

6" - 10" Pipe.....	20% of pipe diameter
12" - 24" Pipe	25% of pipe diameter
Above 24" Pipe.....	30% of pipe diameter

2. Maximum Depth of Flow Joint Testing/Sealing

6" - 12" Pipe	25% of pipe diameter
15" - 24" Pipe	30% of pipe diameter
Above 24" Pipe.....	35% of pipe diameter

- C. When sewer line flows at the upstream manhole of the line being repaired, in the opinion of the Owner, are too excessive to plug while the rehabilitation is being performed, the Contractor shall submit a written plan and pump/bypass the flow as acceptable to the Owner.
- D. When flows of sewage through a force main being repaired, or discharging by gravity or force main to a manhole being repaired, are in the opinion of the Owner too excessive to plug or stop while the rehabilitation is being performed, the Contractor shall submit a written plan and pump/bypass the flow as acceptable to the Owner.
- E. SUBMITTALS
 - a. The Contractor shall submit complete, detailed plans for this aspect of the work to the Owner for review.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

8.3 PLUGGING AND BLOCKING

- A. A sewer line plug shall be inserted into the line at a manhole upstream from the section being surveyed or repaired. The plug shall be so designed that all or any portion of the operation flows can be released. During the survey portion of the operation, flows shall be shut off or reduced to within the maximum flow limits specified. During repairs, the flows shall be shut off or pumped / bypassed, as acceptable to the Owner. After the work tasks have been completed, flows shall be restored to normal.

8.4 PUMPING AND BYPASSING

- A. When pumping/bypassing is required, as determined by the Owner, the Contractor will supply the necessary pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of rain storms. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. A "setup" consists of the necessary pumps, conduits and other equipment to divert the flow of sewage around a manhole section, from the start to finish of work performed in the manhole section.
- B. Pumps and equipment shall be continuously monitored by a maintenance person capable of starting, stopping, refueling and maintaining these pumps during the rehabilitation. Engines shall be equipped in a manner to keep noise to a minimum.
- C. In the case of bypassing force main flows, whether such flows normally discharge into a manhole being repaired or pass through a force main being repaired, bypass shall be accomplished by one of two methods.
- D. In the absence of surface conditions that prevent temporary bypass piping, the force main shall be accessed by excavation and temporary piping shall be installed to bypass the repair in a manner acceptable to the Owner. In general, for manhole repairs, the Contractor shall excavate to the force main outside the manhole, cut the force main, attach bypass piping, and bypass flow to the next downstream manhole. For force main repairs, the

Contractor shall excavate to the force main on each side of the repair, cut the force main on each side of the repair, attach bypass piping on each side of the repair, and bypass flow around the repair. Upon the conclusion of bypass activities and repair work, the Contractor shall install closure pieces to permanently rejoin and restore the force main to full function.

- E. Where surface conditions prevent the use of temporary bypass piping, and where the Owner cannot accomplish the bypass operations in-house, the Owner shall shut down the associated lift station and the Contractor shall pump from the wet well into tanker trucks for transport to a designated location. The number of tanker trucks deemed necessary for this operation shall be agreed to in advance by the Owner.

8.5 FLOW CONTROL PRECAUTIONS

- A. Surcharging Sewers. Where the raw sewage flow is blocked or plugged, sufficient precautions must be taken to protect the public health. No septic conditions shall be allowed due to Contractor's operations. The sewer lines shall also be protected from damage. The following occurrences shall not be allowed:
 - a. No sewage shall be allowed to back up into any homes or buildings.
 - b. No sewage shall overflow any manholes, cleanouts or any other access to the sewers.
- B. Users upstream of the repair area shall be able to use all their water and sewer utilities without interruption.
 - a. If any of the above unallowable conditions occur or are expected to occur, the Contractor shall bypass pump to alleviate one or all of the conditions. Additionally, the Contractor is required to observe the conditions upstream of the plug and be prepared to immediately start bypass pumping, if needed. It is Contractor's responsibility to pay for all damage claims.
- C. Pumps. Any sump pumps, bypass pumps, trash pumps or any other type pump which pulls sewage/water or any type of material out of the manhole or sewer shall discharge this material into another manhole, or appropriate vehicle or container acceptable to the Owner. Under no circumstances shall this material be discharged, stored or deposited on the ground, swale, road or open environment.
 - a. Traffic Control. The Contractor shall take appropriate steps to ensure that all pumps, piping and hoses that carry raw sewage are protected from traffic. Traffic control shall be performed in accordance with Section 01570 - Traffic Regulation and Maintenance of Traffic. Sewage Spills. In the event, during any form of "Sewage Flow Control", that raw sewage is spilled, discharged, leaked or otherwise deposited in the open environment, due to the Contractor's work, the Contractor is responsible for any cleanup of solids and disinfection of the area affected. This work will be performed at the Contractor's expense with no additional cost to the Owner. The Contractor is also responsible for notifying the sewer system maintenance personnel and complying with any and all regulatory requirements in regards to the size spill with no additional cost to the Owner.

9.0 OTHER STANDARDS AND SPECIFICATIONS

9.1 GENERAL

- A. The Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications
- B. All work shall comply with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications. Electronic versions are available on the District's website at the following address, http://www.loxahatcheeriver.org/design_standards.php .

9.2 Palm Beach County

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

9.3 Town of Jupiter

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

9.4 Florida Department of Transportation

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

9.5 Florida Department of Environmental Protection

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

9.6 South Florida Water Management District

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

10.0 MEASUREMENT AND PAYMENT

10.1 GENERAL

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

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

- a. Invoice for each item in storage. The invoice shall not exceed the value of the item stored as determined by the amount paid to the manufacturer (Subcontractor fabrication costs excluded).
- b. List of items in storage.
- c. With the following pay estimate, a release of lien for 90% of each item listed as stored materials for the previous pay estimate shall be provided. Any item for which a 90% release of lien is not supplied shall be considered as having been removed from the site.
- d. No payment for any offsite storage of material will be made. Any payment for stored material shall not include labor or profit by the Contractor or any sub-Contractor. The Contractor is specifically advised that this procedure may require full payment for some stored materials or shop work significantly ahead of the time when payment is issued by the Owner.

10.2 MEASUREMENT

A. Payment shall be made at the unit prices as listed in the contract bid form based on measure quantities as described below.

10.3 PAYMENT ITEMS

A. Mobilization & Demobilization – Bid Item No. 1

1. The quantity to be paid for under this pay item shall be on a lump sum basis. The Contractor's lump sum price shall include full compensation for all work related to mobilization and demobilization, and any other related work, except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract.
2. Payment shall be made at the Contract lump sum price and shall include, but not be limited to, the preparatory work and operations in mobilizing for beginning work on the project, including those operations necessary for the movement of personnel, equipment, supplies, videos/photos, stormwater prevention plans (implementation of best management practices) clearing and grubbing, site cleanup, project setup, sanitary facilities, labor associated with permit acquisition, construction staging area preparation and closure, project signage, project coordination/management and incidentals to the project site and establishment of temporary provisions, controls, and utilities. This item shall include those permits that are required to be obtained by the Contractor. This item shall also include field surveying/layout and complete record drawings in accordance with the project specifications and the applicable standards.
3. The items specified in this Section consist of the costs of any pre and post construction expenses necessary for the start and completion of the project, excluding the cost of construction materials. The sum of mobilization and demobilization shall not exceed 5% of total bid price.

B. Bonds & Insurance – Bid Item No. 2

1. This pay item shall include the costs of bonds and required insurance for the start of work, including temporary environmental controls, sanitary facilities and permits.

2. Bonds and insurance shall be paid for at the Contract lump sum cost as listed on the Contract Bid Proposal completed and accepted.

C. Maintenance of Traffic – Bid Items No. 3, 7, 11, 15, and 19

1. This pay item shall include the costs for all work related to the maintenance of traffic during the construction of the improvements as shown on the plans, and any other related work, except for any work designated to be paid for separately or to be specifically included in the cost of other work under the Contract. Maintenance of traffic shall be paid for at the Contract lump sum cost as listed on the Contract Bid Proposal completed and accepted. The Contract lump sum price shall include, but not be limited to, all signage, temporary striping, flagmen, barricades, temporary asphalt, temporary stabilized access around the construction equipment, notification to residents, assistance to provide garbage collection, mail/package delivery and daily access (if needed) of other utility support vehicles

D. CIPP Lateral Lining, 8” to 10” full circle main connection, 4” or 6” x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths) – Bid Items No. 4, 8, 12, 16, and 20

1. The unit price includes cleaning, pre-CCTV inspection, CIPP lining, and post-CCTV inspection for each lateral liner installed by lift station gravity system. This unit price shall be paid per each full circle main lateral connection liner, as delineated by the pipe size and depth brackets named in the bid schedule, and shall include up to 30 feet of lateral liner within the public R/W (i.e. District’s point of service).

E. CIPP Lateral Lining, 4” or 6” x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths) – Bid Items No. 5, 9, 13, 17, and 21

1. This unit price shall be paid per linear foot of lateral liner installed beyond 30 feet to reach the limits of the public R/W (i.e. District’s point of service) by lift station gravity system. Private laterals (LSxxx-GSPxxxx) shall only receive the initial 30 LF lateral liner and no additional footage.

F. Bypass Pumping – Bid Items No. 6, 10, 14, 18, and 22

1. The lump sum price shall provide full compensation for bypass pumping operations required for cleaning, CCTV and lateral lining work and shall include but not be limited to plugging, blocking the flow and all associated hoses / equipment required to bypass a sewer line in the respective lift station gravity systems.

G. Furnish & Install 4” Single Clean-Out – Bid Item No. A-1

1. The unit price for each 4” single clean-out installed shall include furnishing and installing a complete clean-out as per District Standards. All materials, labor, maintenance of traffic (MOT), excavation, fittings, protective box, and density testing required for a complete clean-out installation shall be included in the unit price.
2. This item includes any additional restoration to complete the work not included in Bid Items A-3 through A-7.
3. Dewatering is not included in this Bid Item. Refer to Bid Item No. B-8.

H. Furnish & Install 6” Double Clean-Out – Bid Item No. A-2

1. The unit price for each 6” double clean-out installed shall include furnishing and installing a complete clean-out as per District Standards. All materials, labor, maintenance of traffic (MOT), excavation, fittings, protective box, and density testing required for a complete clean-out installation shall be included in the unit price.
2. This item includes any additional restoration to complete the work not included in Bid

Items A-3 through A-7.

3. Dewatering is not included in this Bid Item. Refer to Bid Item No. A-8.

I. Install Sod (St. Augustine) – Bid Item No. A-3

1. Payment for this item shall be made on a square yard (SY) basis. The Contractor's unit price shall include full compensation for furnishing and installing the St. Augustine sod including site preparation, grading, installation, watering, maintenance, etc. as indicated.
2. Sod that is diseased or in poor condition or is damaged incidental to the construction shall be replaced by the Contractor at no additional cost to the District.

J. Concrete Sidewalk Replacement – Bid Item No. A-4

1. Payment for removing existing sidewalk, furnishing and installing concrete sidewalk as required for installation of proposed clean-outs shall be made at the Contractor's unit price per Square Yard (SY) of concrete sidewalks installed per District, Palm Beach County, Town of Jupiter, and FDOT standards and accepted.
2. The Contract Unit Price shall include full compensation for labor, materials, equipment, maintenance of traffic, and testing required to construct the sidewalk in accordance with District, Palm Beach County, Town of Jupiter, and FDOT standards.
3. District representative on-site must approve of all sidewalk replacement locations prior to Contractor commencing removal and replacement.
4. Concrete sidewalk not in conflict with proposed clean-out improvements that is damaged incidental to the construction shall be replaced by the Contractor at no additional cost to the District.

K. Asphalt Sidewalk Replacement – Bid Item No. A-5

1. Payment for removing existing sidewalk, furnishing and installing asphalt sidewalk as required for installation of proposed clean-outs shall be made at the Contractor's unit price per Square Yard (SY) of asphalt sidewalks installed per District, Palm Beach County, Town of Jupiter, and FDOT standards and accepted.
2. The Contract Unit Price shall include full compensation for labor, materials, equipment, maintenance of traffic, and testing required to construct the sidewalk in accordance with District, Palm Beach County, Town of Jupiter, and FDOT standards.
3. District representative on-site must approve of all sidewalk replacement locations prior to Contractor commencing removal and replacement.
4. Asphalt sidewalk not in conflict with proposed clean-out improvements that is damaged incidental to the construction shall be replaced by the Contractor at no additional cost to the District.

L. Concrete Driveway Replacement – Bid Item No. A-6

1. Payment for removing existing concrete driveway, furnishing and installing concrete driveway as applicable shall be made at the Contractor's unit price per Square Yard (SY) of asphalt sidewalks installed per District, Palm Beach County, Town of Jupiter, and FDOT standards and accepted.
2. The Contract Unit Price shall include full compensation for labor, materials, equipment, maintenance of traffic, and testing required to construct the concrete driveway in accordance with District, Palm Beach County, Town of Jupiter, and FDOT standards.
3. District representative on-site must approve of all driveway replacement locations prior to Contractor commencing removal and replacement.
4. Concrete driveway not in conflict with proposed clean-out improvements that is damaged incidental to the construction shall be replaced by the Contractor at no additional cost to the District.

M. Paver Brick Driveway Replacement – Bid Item No. A-7

1. The quantity of brick paver driveway restoration shall be determined by measurement of the units removed, reinstalled and accepted.
2. Payment for removal and reinstallation of brick paver units shall be made at the contract unit price per Square Yard (SY) of brick paver units reinstalled and accepted. The contract unit price shall include full compensation for all labor, materials, and equipment necessary to restore the existing brick paver driveways in accordance with the plans and specifications. This includes replacement of joints, driveway apron concrete header curb, bedding sand and/or base cement mortar where it is existing.
3. The Contract Unit Price shall include full compensation for labor, materials, equipment, maintenance of traffic, and testing required to restore the paver brick driveway in accordance with District and Palm Beach County or Town of Jupiter standards.
4. District representative on-site must approve of all driveway restoration locations prior to Contractor commencing removal and replacement.
5. Paver brick driveway not in conflict with proposed clean-out improvements that is damaged incidental to the construction shall be replaced by the Contractor at no additional cost to the District.

N. Dewatering – Bid Item No. A-8

1. Payment for Contractor required NPDES Permit application (Notice of Intent and Notice of Termination), reporting by a person holding a certification as an FDEP NPDES Construction Site Inspector, and associated erosion protection measures including turbidity abatement for short-term dewatering procedures will be made at the Contract Unit Price (EA) at each location where dewatering is required for proposed clean-out installation.
2. This item includes all silt fencing, inlet protection, etc. as required.
3. District representative on-site must approve of all applicable dewatering locations prior to Contractor commencing dewatering operations.

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

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

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

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

Quantities: The quantities specified are outlined in the bid response form with their respective units of measure. Quantities are to be paid on a unit price basis for installed / operational / complete systems that meet technical specification requirements. The District reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements. A purchase order will be issued. All terms, conditions and prices of the bid are applicable. Only awarded items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference the purchase order number.

Warranties: The awarded bidder hereby acknowledges and warrants to the District 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.

Correction of the Work: The awarded bidder shall promptly correct Work rejected by the 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 completion, correct Work not conforming to the requirements of the Contract Documents.

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/2025/02/2025-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.				
<input type="checkbox"/> N/A <input type="checkbox"/> Satisfactory <input type="checkbox"/> 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.				
<input type="checkbox"/> N/A <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory				
COMMENTS: 				
3. Change Orders. Contractor conformed to contract requirements, providing complete documentation and was reasonable in the negotiations for time and costs. Contractor did not engage with frivolous our unsupported change order requests. Contractor met time requirements in the contract for identification and quantification of additional or deleted work.				
<input type="checkbox"/> N/A <input type="checkbox"/> Satisfactory <input type="checkbox"/> 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

12. Overall Contractor Rating: <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

SYSTEM SHUTDOWN AND BYPASS PLAN TEMPLATE



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 #: _____ # of
 - i. 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:

APPENDIX D

CENTER STREET CORRIDOR LATERAL LINING MAPS



Legend

- CIPP
- Laterals To Be Lined (30 Total)
- 4" VCP Lateral
- 6" VCP Lateral
- Lift Station 011

0 25 50 100 Feet

Lift Station 011 Lateral Lining



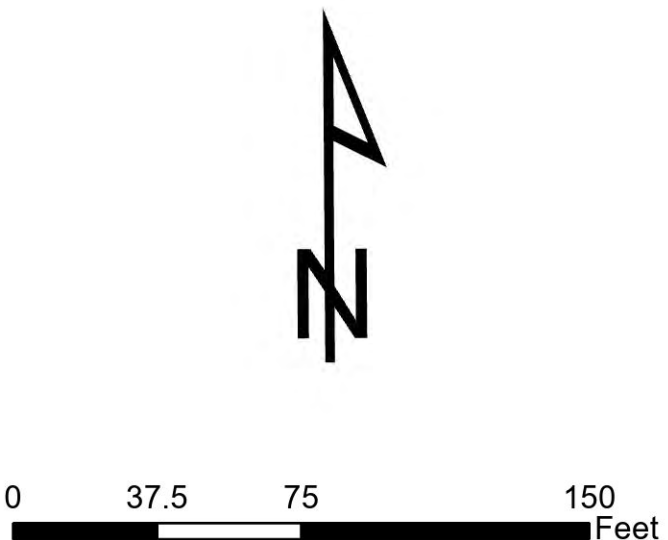
Legend

CIPP

Laterals To Be Lined (214 Total)

4" VCP Lateral

6" VCP Lateral



Lift Station 012 Lateral Lining

See Map 2 of 4



See Map 3 of 4

See Map 4 of 4

Legend

— CIPP

Laterals To Be Lined (214 Total)

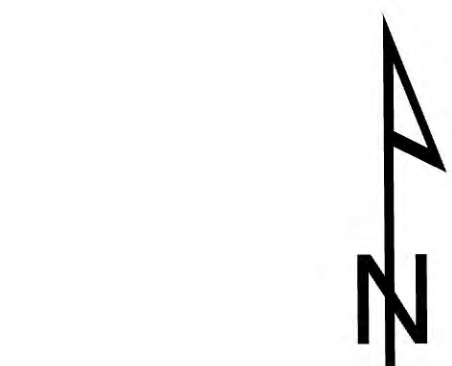
— 4" VCP Lateral

— 6" VCP Lateral



2 of 4

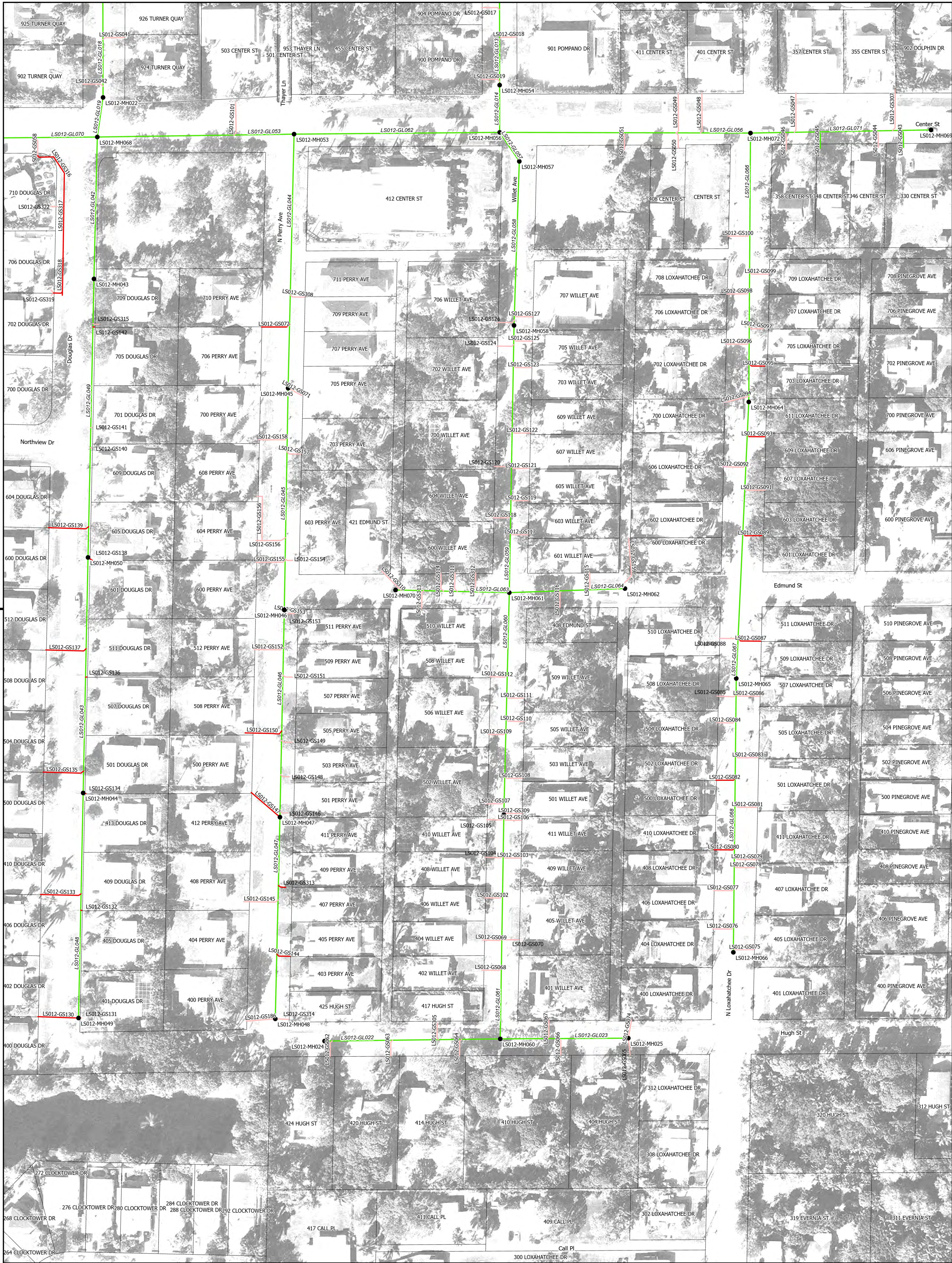
Lift Station 012 Lateral Lining



— CIPP
Laterals To Be Lined (214 Total)
— 4" VCP Lateral
— 6" VCP Lateral

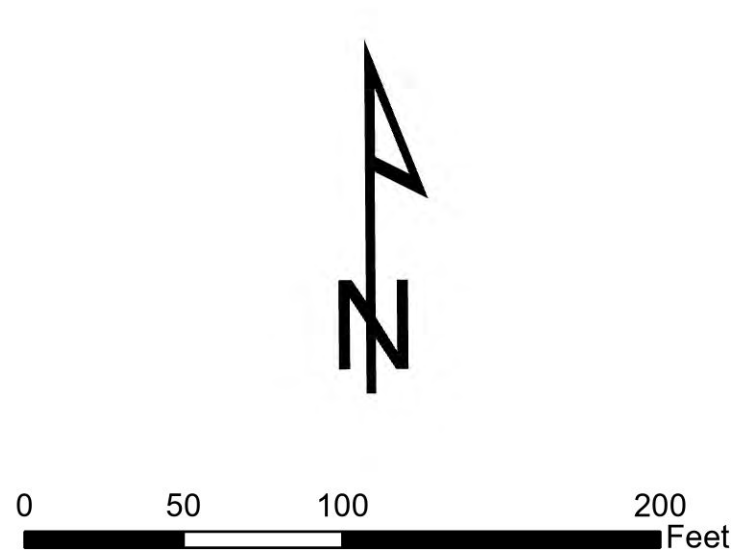
3 of 4

Lift Station 012 Lateral Lining



Legend

- CIPP
- Laterals To Be Lined (214 Total)
- 4" VCP Lateral
- 6" VCP Lateral



Lift Station 012 Lateral Lining



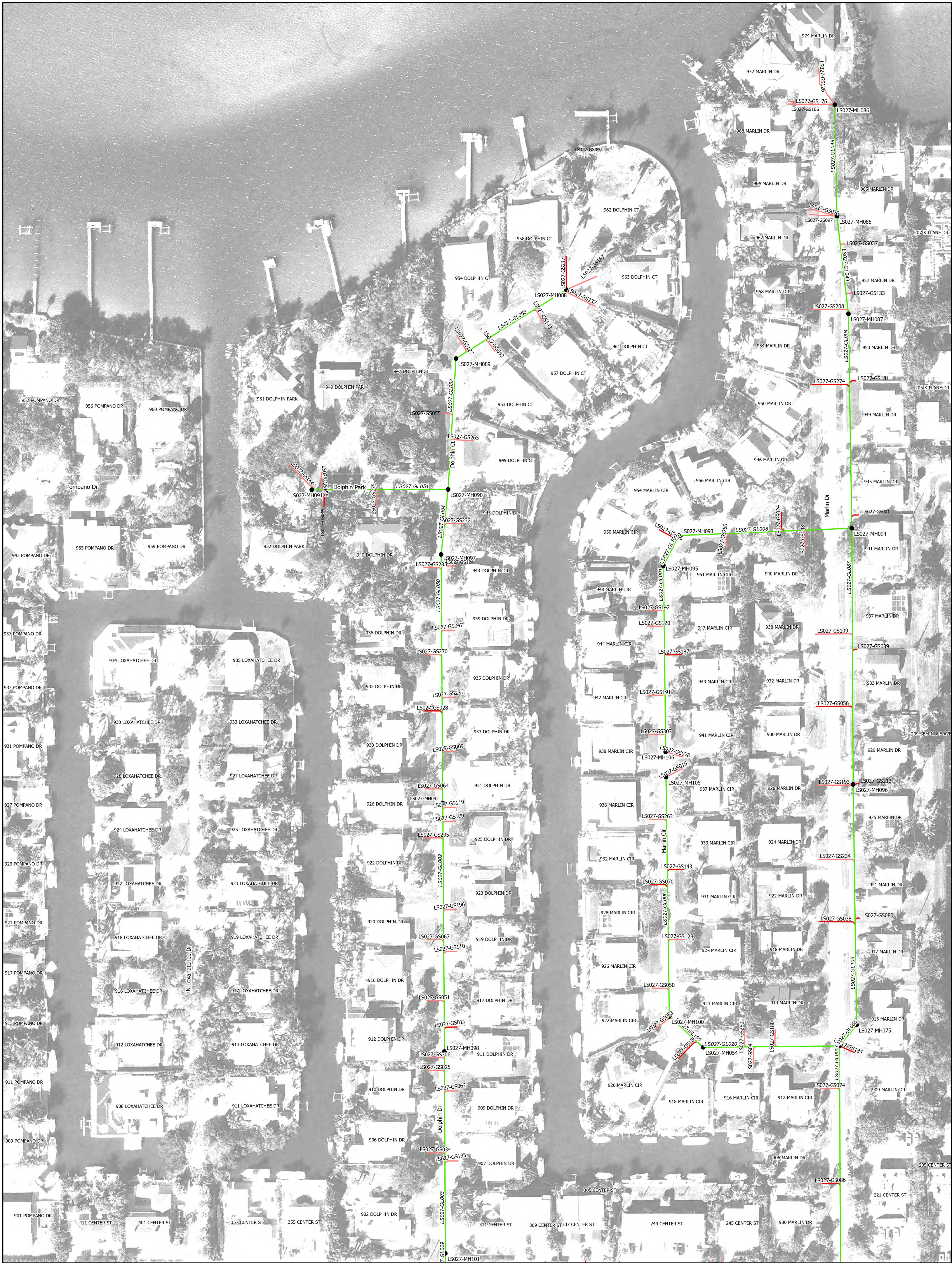
Legend

- CIPP
- Laterals To Be Lined (12 Total)
- 4" VCP Lateral
- 6" VCP Lateral



0 12.5 25 50 Feet

Lift Station 014 Lateral Lining

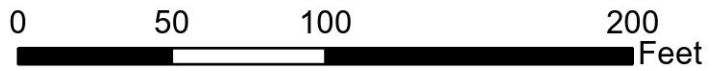


See Map 2 of 7

Legend

See Map 3 of 7

- CIPP
- Laterals To Be Lined:
 - 4" VCP Lateral
 - 6" VCP Lateral
- Private Service Lateral - 30' CIPP Liner Only
- 4" VCP Lateral
- 6" VCP Lateral
- 77 of 464 total



Lift Station 027 Lateral Lining

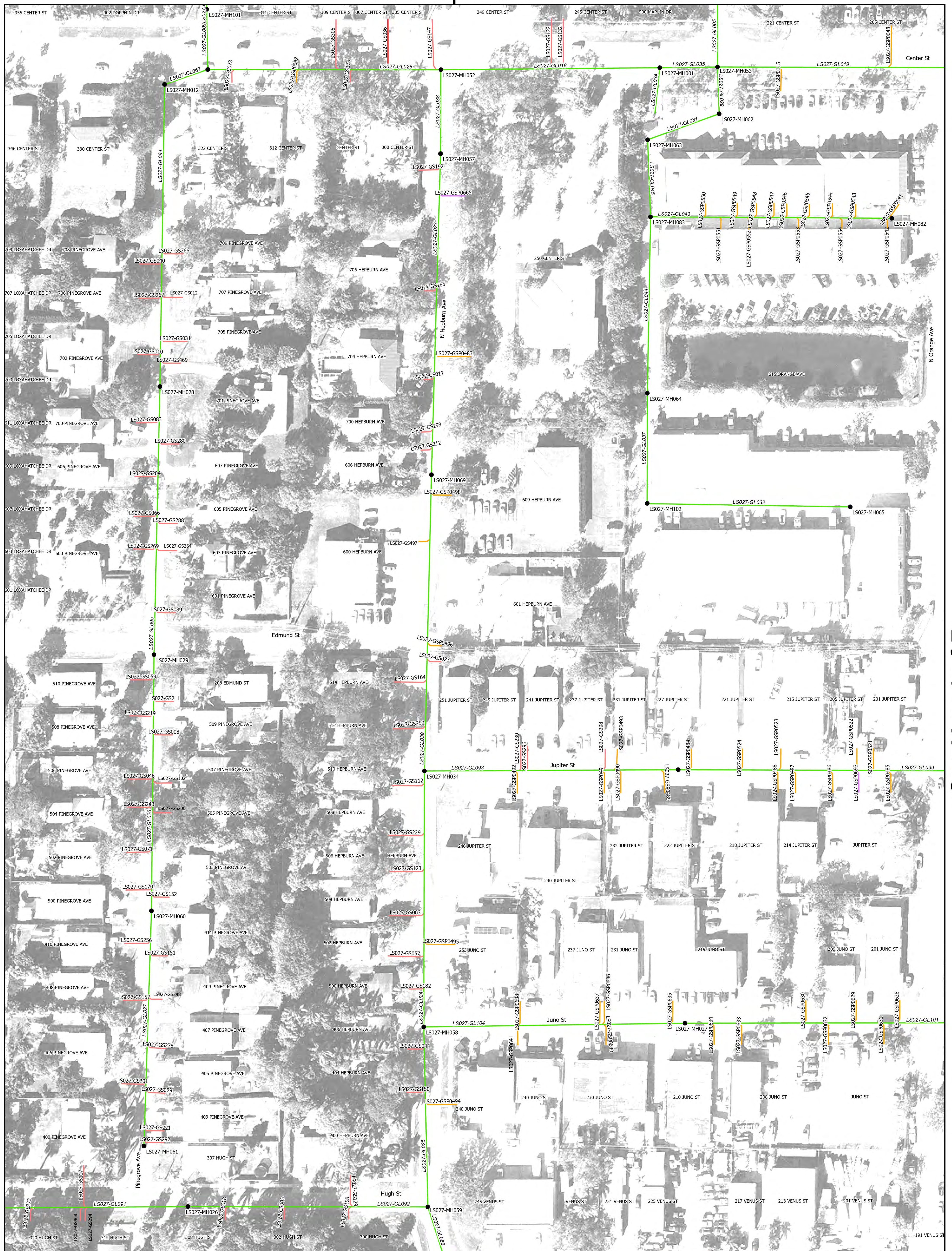
This aerial map displays a proposed utility line route, highlighted in green, through a residential neighborhood. The route begins in the upper left quadrant, near the intersection of Killane Dr and Town Hall Ave, and proceeds generally southward. Key streets along the route include Killane Dr, Town Hall Ave, Florida Ave, Seminole Ave, and Center St. The map is densely populated with property addresses and street names, such as 129 RIVER RD, 115 RIVER RD, 1015 TOWN HALL AVE, 1013 TOWN HALL AVE, 1011 TOWN HALL AVE, 1018 LANDS END WAY, 1016 LANDS END WAY, 1020 LANDS END WAY, 118 LANDS END WAY, 122 LANDS END WAY, 126 LANDS END WAY, 130 LANDS END WAY, 134 LANDS END WAY, 138 LANDS END WAY, 142 LANDS END WAY, 146 LANDS END WAY, 1001 ALTERNATE A1A, 967 ALTERNATE A1A, 967 ALTERNATE A1A, 951 ALTERNATE A1A, 947 ALTERNATE A1A, 931 ALTERNATE A1A, 915 ALTERNATE A1A, and ALTERNATE A1A. Other labeled streets include 207 KILLANE DR, 205 KILLANE DR, 951 KILLANE DR, 129 KILLANE DR, 123 KILLANE DR, 1015 TOWN HALL AVE, 1013 TOWN HALL AVE, 1011 TOWN HALL AVE, 1018 LANDS END WAY, 1016 LANDS END WAY, 1020 LANDS END WAY, 118 LANDS END WAY, 122 LANDS END WAY, 126 LANDS END WAY, 130 LANDS END WAY, 134 LANDS END WAY, 138 LANDS END WAY, 142 LANDS END WAY, 146 LANDS END WAY, 1001 ALTERNATE A1A, 967 ALTERNATE A1A, 967 ALTERNATE A1A, 951 ALTERNATE A1A, 947 ALTERNATE A1A, 931 ALTERNATE A1A, 915 ALTERNATE A1A, and ALTERNATE A1A. The map also shows a large body of water on the right side, with several boats docked. The overall layout suggests a suburban or coastal residential area with a mix of single-family homes and larger properties.

Legend

A number line is shown with tick marks at 0, 50, 100, and 200. The word "Feet" is written at the end of the line. A white bar is drawn from 0 to 50, and a black bar is drawn from 50 to 200.

2 of 7

Lift Station 027 Lateral Lining



See Map 4 of 7

See Map 6 of 7

Legend

— CIPP

Laterals To Be Lined:

— 4" VCP Lateral

— 6" VCP Lateral

Private Service Lateral - 30' CIPP Liner Only

— 4" VCP Lateral

— 6" VCP Lateral

121 of 464 total



3 of 7

Lift Station 027 Lateral Lining

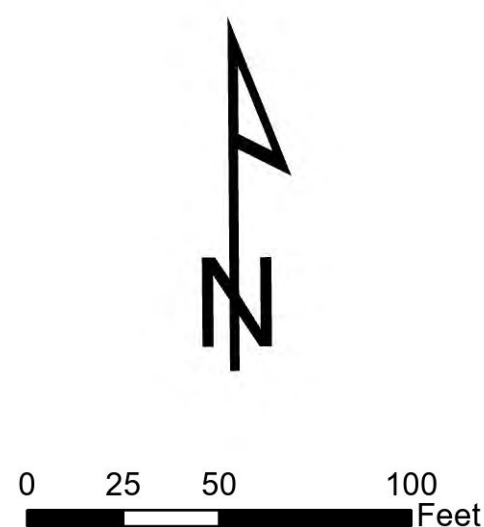


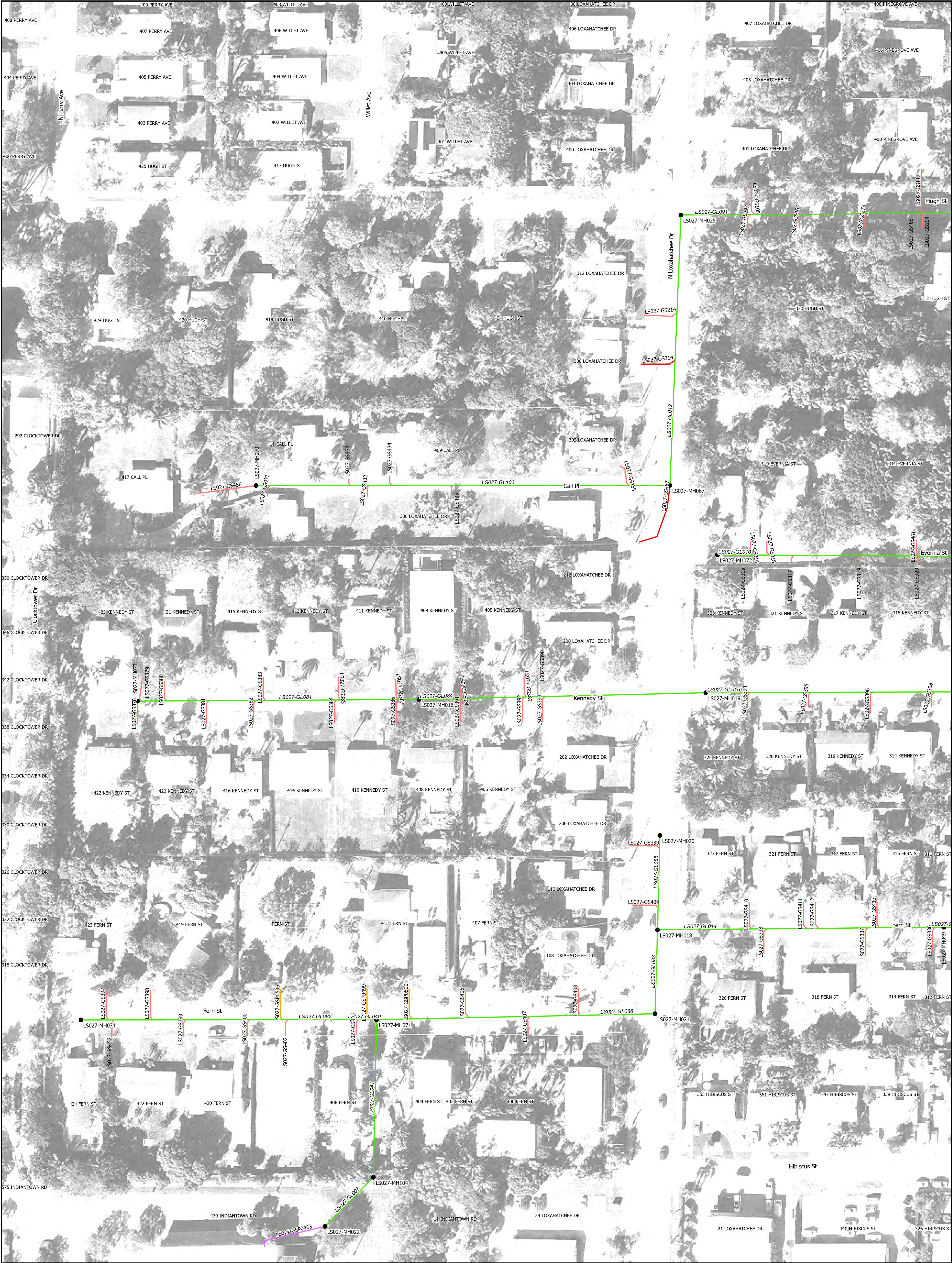
See Map 7 of 7

- 55 of 464 total

4 of 7

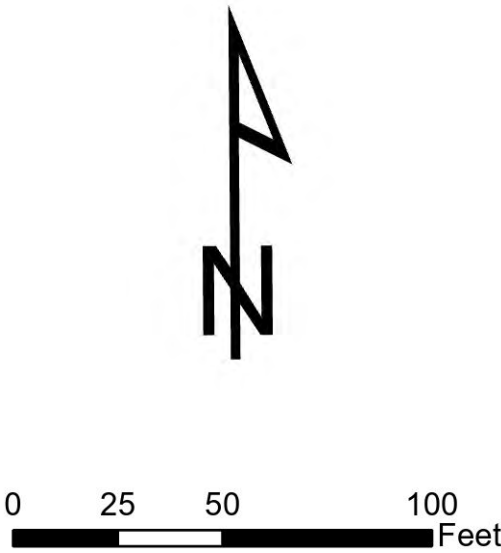
Lift Station 027 Lateral Lining





Legend

- CIPP
 - Laterals To Be Lined:
 - 4" VCP Lateral
 - 6" VCP Lateral
 - Private Service Lateral - 30' CIPP Liner Only
 - 4" VCP Lateral
 - 6" VCP Lateral
- 65 of 464 total



Lift Station 027 Lateral Lining

See Map 6 of 7



Legend

- CIPP
- Laterals To Be Lined:
 - 4" VCP Lateral
 - 6" VCP Lateral
- Private Service Lateral - 30' CIPP Liner Only
 - 4" VCP Lateral
 - 6" VCP Lateral

65 of 464 total

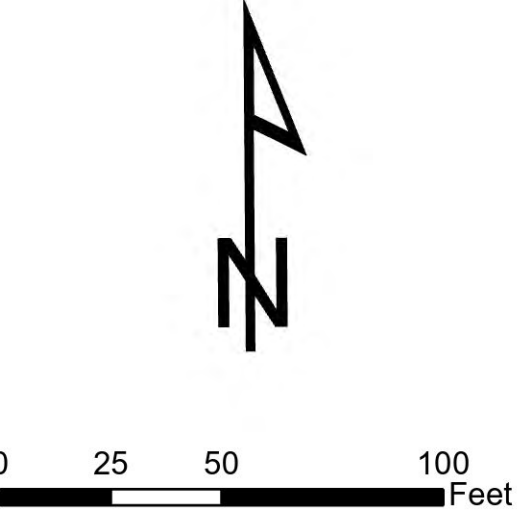
Lift Station 027 Lateral Lining



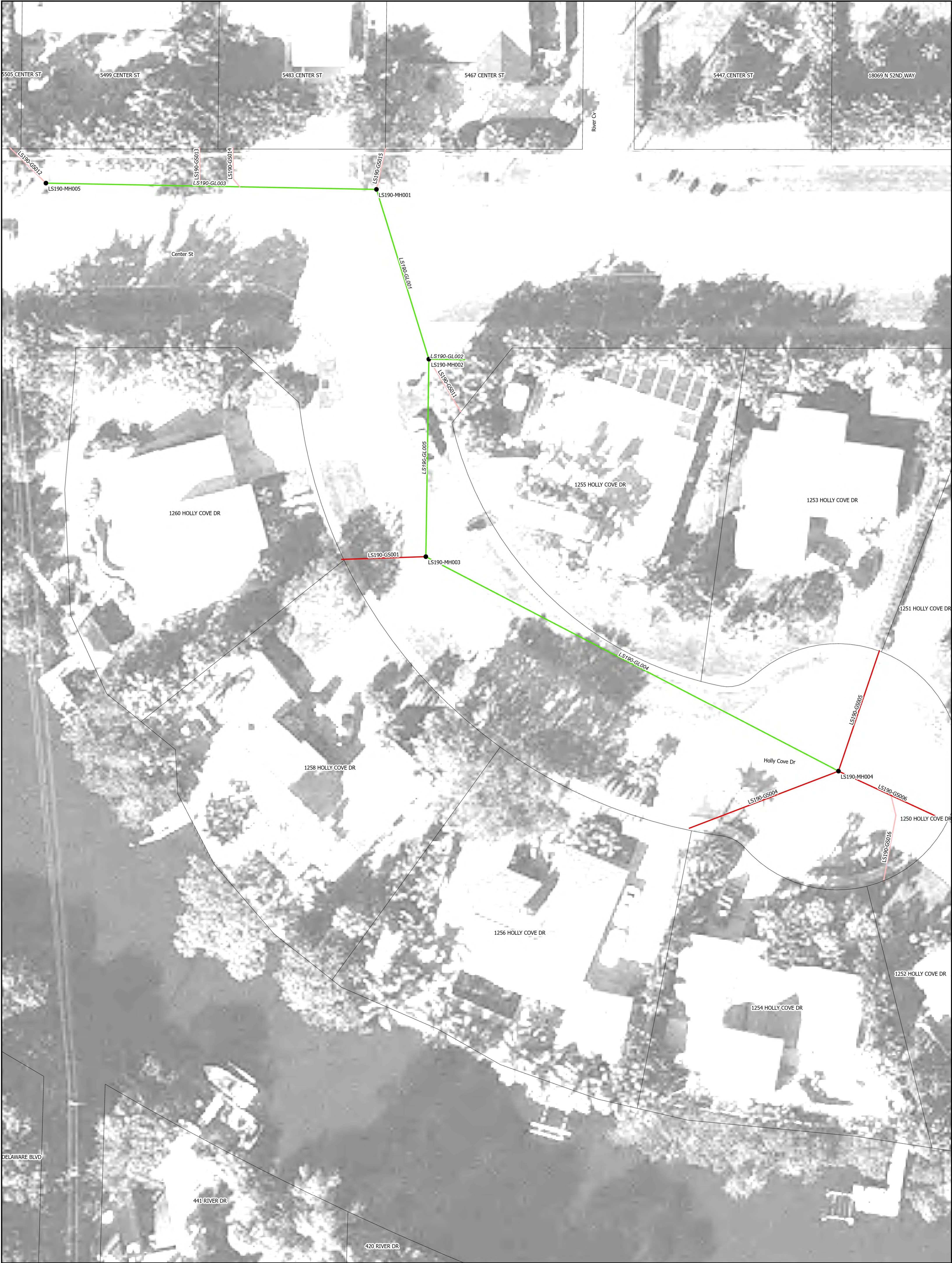
Legend

- CIPP
- Laterals To Be Lined:
 - 4" VCP Lateral
 - 6" VCP Lateral
- Private Service Lateral - 30' CIPP Liner Only
- 4" VCP Lateral
- 6" VCP Lateral

40 of 464 total



Lift Station 027 Lateral Lining



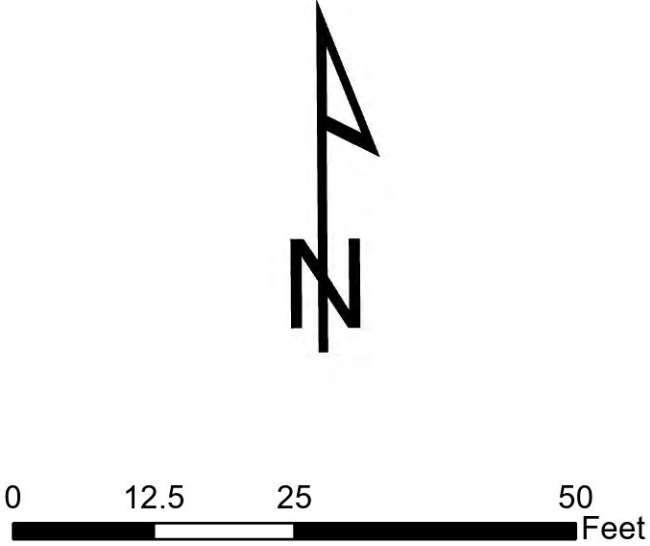
Legend

CIPP

Laterals To Be Lined (10 Total)

4" VCP Lateral

6" VCP Lateral



Lift Station 190 Lateral Lining

APPENDIX E

PALM BEACH COUNTY UTILITY R/W PERMIT (PENDING)

APPENDIX F

TOWN OF JUPITER ENGINEERING PERMIT (PENDING)