

**REQUEST FOR PROPOSALS
INVITATION**

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the office of the Purchasing Agent, Daytona Beach City Hall, Room 146, 301 South Ridgewood Avenue, Daytona Beach, Florida 32114, until September 17, 2018 at 2:00 PM, at which time they will be publicly opened for the following:

2018 CURED IN PLACE PIPE (CIPP) REHABILITATION SERVICES TERM CONTRACT

AWARD OF CONTRACT subject to the Purchasing Code of the City of Daytona Beach.

THE RFP MAY BE OBTAINED on-line at <http://purchasing.codb.us> by clicking on the link to "Public Solicitations" or as a hard copy at the office of the Purchasing Agent City Hall, 301 South Ridgewood Avenue, Room 146, Daytona Beach, FL 32114.

SCOPE OF WORK: Professional Cured In Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains (8" – 42" diameter) and oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis.

A NON-MANDATORY PRE-PROPOSAL CONFERENCE will be held at the Daytona Beach City Hall, 301 S. Ridgewood Ave., Room 149B, Daytona Beach, Florida 32114, on September 6, 2018 at 2:30 PM. Interested Proposers are *urged* to attend.

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal(s) or parts thereof, when considered by it to be in the best interest of the City. Any proposal received after the time and date specified will not be considered. No proposer may withdraw their proposal for a period of sixty (60) days after the date of the opening of proposals. This time period is reserved for the purpose of reviewing proposals and investigating the qualifications of the proposers.

PROPOSALS SHALL BE ADDRESSED to the City of Daytona Beach, Purchasing Agent, 301 South Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114, and all proposals shall have the following plainly marked on the outside of the envelope:

PROPOSAL FOR: **2018 CURED IN PLACE PIPE (CIPP) REHABILITATION SERVICES
TERM CONTRACT**
PROPOSAL NO: **0118-2600**

**THE CITY OF DAYTONA BEACH
BY: JOANNE FLICK, CPPO
PURCHASING AGENT
ISSUED: August 28, 2018**

**THE CITY OF DAYTONA BEACH
REQUEST FOR PROPOSALS
2018 CURED IN PLACE PIPE (CIPP) REHABILITATION SERVICES TERM
CONTRACT
No. 0118-2600**

GENERAL CONDITIONS

THIS IS NOT A BID. This is a Request for Proposals for non-professional services issued in accordance with the City of Daytona Beach Code Chapter 30, Article II, Division 3, "Source Selection and Contract Formation". The Request for Proposal specifies the services needed, and lists the criteria upon which the Proposal responses will be evaluated. When received, Proposals will be reviewed and ranked in order, beginning with the one deemed most advantageous to the City. Contract negotiations will commence with the selected Proposer(s). Upon completion of satisfactory negotiations, the contract negotiated that best meets the needs of the City will be recommended for award to the City Commission. A copy of Chapter 30 may be obtained upon request.

GENERAL CONDITIONS

1. **INSTRUCTIONS TO PROPOSERS:** To insure consideration of your Proposal, please follow these instructions. One original and five (5) copies of all Proposal sheets must be executed and returned, unless otherwise directed. **Provide one pdf copy of the Proposal in its entirety on cd, dvd, or other electronic media.** All Proposals not in compliance with the conditions specified herein are subject to rejection.

2. **PROPOSAL ENVELOPE:** All Proposals must be returned in a sealed box or envelope addressed to the City of Daytona Beach and should contain on the outside the following information:
 - a. Name and address of Proposer
 - b. Proposal Number 0118-2600
 - c. Date and time of Proposal opening

PLEASE NOTE: The address of the Purchasing Division is:

Daytona Beach City Hall
301 South Ridgewood Avenue
Room 146
Daytona Beach, FL 32114

3. **REQUESTS FOR INTERPRETATIONS.** If the Proposer is in doubt as to the meaning of any of the RFP Documents or other Contract Documents included in this solicitation, the Proposer may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth in the Invitation

for delivery of the completed Proposal. Such requests must be received 10 days prior to Proposal opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation issued by the City in the form of a written addendum will be deemed to be a part of the Proposal Documents.

No oral clarification or interpretation will be binding.

4. **EXECUTION OF PROPOSAL**: The Proposal must contain a manual signature of an individual or of an authorized representative of the firm making the Proposal, in the space provided on the Proposal Form, if provided as a part of the Proposal package, or on Proposer's own form, if a specific Proposal form is not provided. The Proposer's name shall be inserted on all sheets requiring the Proposer's name. In order to insure uniformity, Proposals must be submitted on the Proposal Form, if provided, and on the attached pages.
5. **PROPOSAL OPENING - LATE PROPOSALS**: Proposals will be opened publicly, the name of the Proposers read aloud and recorded, on the date and time indicated, at the location specified in this Request for Proposals. It is the Proposers' responsibility to make certain that his/her Proposal is in the hands of the Purchasing Agent prior to the opening time at the specified location. Any Proposal received thereafter will be rejected and returned to the Proposer.
6. **WITHDRAWAL OF PROPOSALS**: Proposals may be amended or withdrawn only by written notice prior to the Proposal opening. Proposal amendments must be submitted in a sealed envelope. Amendments or withdrawals received after the Proposal opening will not be effective, and the original Proposal submitted will be considered.
7. **CONSIDERATION OF PROPOSALS**: Telephonic, electronic, or faxed Proposals will not be considered. The Proposer agrees that his/her Proposal will not be withdrawn within sixty (60) calendar days following opening of the Proposals, and that during such time his Proposal will remain firm and irrevocable. The City reserves the right to reject any or all Proposals, and to waive any technical defects in Proposals.
8. **COOPERATIVE PURCHASING**: All proposers awarded contracts from this RFP are required to permit governmental entities in Volusia County to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs. At the option of the awarded proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, cities, counties, and political subdivisions.
9. **GENERAL REVIEW PROCEDURES**: The Purchasing Code, Chapter 30, Code of the City of Daytona Beach, sets forth the general review procedures for competitive sealed proposals. Under the Purchasing Code, the City Manager is

required to evaluate and rank responsive Proposals in accordance with the criteria identified in the RFP. Before submitting a recommendation for final action on this RFP to the City Commission, the City Manager is authorized to “shortlist” and negotiate with one or more of the Proposers who submitted the highest ranked Proposals. As part of these negotiations, the City Manager may request revised Proposals from shortlisted Proposers.

The City Manager has adopted a policy delegating the task of initially ranking responsive Proposals to a Selection Committee. The Selection Committee may require personal interviews with Proposers before submitting its recommendations to the City Manager.

10. **LOCAL PREFERENCE:** Pursuant to the Purchasing Code, preferences may be given in the evaluation of responsive Proposals to Local Vendors. A “Local Vendor” is a vendor which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date Proposals were received for the contract at issue, which generally provides from such permanent place of business the kinds of services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

In order to qualify as a Local Vendor, the Proposer must submit a properly completed Local Vendor affidavit as part of its Proposal. A Proposer who fails to properly complete and sign this affidavit or submit it with the Proposal will not be considered for local preference in this RFP. The City is the ultimate arbiter as to whether the Proposer qualifies as a Local Vendor; and the City may require the Proposer to submit additional documentation verifying that the Proposer qualifies as a Local Vendor.

A Proposer qualifying as a Local Vendor will be given the following Preferences:

- a. At the City’s discretion, the Proposer may be given bonus points of up to 10% of the total available points used to score Proposals for purposes of ranking them. The ranking process is described further in Paragraph 8, above. The exact percentage awarded may be adjusted based on the extent of work to be subcontracted to non-local vendors.
- b. After the Selection Committee has evaluated and ranked Proposals, if the highest-ranked Local Vendor’s Proposal would not otherwise be among the list of the highest-ranked Proposals submitted to the City Manager (See Paragraph 8 above), the list will be modified to include the highest-ranked Local Vendor’s Proposal. In addition, if the evaluation criteria referenced in Paragraph 8, above, includes price, all of the Proposers on the modified short list will be given the opportunity to submit best and final fee proposals; and final ranking provided by the Selection Committee will be based on the best and final proposals. For purposes herein, the reference to “best and

final” will not serve to alter the City Manager’s authority, as referenced in Paragraph 8, above, from requiring a short listed Proposer to submit a revised Proposal.

11. **AWARD**: The award will be made by the City to the firm most qualified and offering the best value to the City, which will be determined by evaluation of Proposals using the evaluation criteria contained in the RFP, and in accordance with applicable rules and regulations governing the purchase and contract adopted and established by the City, and the State of Florida.

Any contract resulting from this solicitation may, in the alternative, be awarded by the City of Daytona Beach Community Redevelopment Agency (CRA). Therefore, any bids/proposals submitted in response to this solicitation shall be deemed to be offers to the CRA as well as the City. Any final written contract may be with the CRA instead of the City.

12. **NON-COLLUSION**: By submitting a Proposal in response to the request and signing the Anti-Collusion Statement form enclosed, the Proposer represents that, should the Proposal be accepted, the resulting contract(s) would not violate any provisions of federal law or regulations, or any ordinances or regulations established by the City. The Proposer warrants as an integral and essential part of his/her Proposal: (a) that he/she has not participated in nor is he/she obligated or bound by any agreement, arrangement or other understanding with any person, firm or corporation with respect to the allocation of the business afforded by or resulting from the acceptance of his/her Proposal; (b) that his/her Proposal is or is intended to be competitive and free from any collusion with any person, firm or corporation; and (c) that he/she is not a party to nor has participated in nor is he/she obligated or otherwise bound by any agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning Proposals, prices, terms or conditions upon which the contract(s) resulting from this acceptance is to be performed.

13. **PERMITS, ETC.**: All Proposals submitted shall include in the price the cost of any business or professional licenses, permits or fees required by the City and any agency having jurisdiction over the services solicited through this Request for Proposals.

14. **PATENT INFRINGEMENT, ETC.**: By submission of a Proposal the Proposer certifies that the services to be furnished will not infringe any valid patent, copyright, or trademark and the successful Proposer shall, at his/her own expense, defend any and all actions or suits charging such infringement and hold the City harmless in case of any such infringements.

15. **TAXES**: All Proposals shall be exclusive of federal taxes. However, if the Proposer believes that certain other taxes are properly payable by the City, he/she may list

such taxes separately in each case directly below the respective item price. Tax exemption certificates will be furnished upon request.

16. **PERFORMANCE**: During the performance of the contract, the Proposer agrees as follows:
- a. The Proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.
 - b. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section.
17. **FLORIDA PUBLIC RECORDS LAW**: Sealed proposals received by the City pursuant to the Request for Proposals will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all Proposals will be open for a personal inspection by any person pursuant to Public Records Law.

If the Proposer believes that the Proposal or any portion thereof is permanently exempt from disclosure under the public records laws, the Proposer must state the grounds for this position in CAPITAL LETTERS on the cover sheet accompanying the sealed Proposal. The Proposer will be contacted prior to the opening of the Proposal and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Proposer may in writing request the return of the sealed Proposal.

18. **EVALUATION CRITERIA**: The weighted evaluation criteria will be used to evaluate Proposals and develop a recommendation to the City Manager as described in Section 8, above. Each criterion will be scored between 1 and 5; 1=poor, 2=below average, 3=average, 4=above average, 5=excellent. Scores will be multiplied by the criterion weight for a weighted score; weighted scores will be totaled for the weighted total score.

Proposals will not exceed a total of 100 pages, inclusive of all resumes, technical data, charts, etc. Extraneous pages will be removed from the Proposal prior to distribution.

A. **Ability of the Proposer and Performance of the Product:**

Submit up to 5 similar projects performed by the Proposer in the State of Florida, completed within 5 years of the due date of this RFP, to verify the Proposer's performance on similar work in similar conditions as those found in the City of Daytona Beach. Provide references for each similar project submitted. Reference list shall include name and address of company/municipality, contact name; telephone number; email address, and date of installation completion. *Experience in coastal community systems is preferred.* If the CONTRACTOR has installed the product for The City of Daytona Beach, the CONTRACTOR must include the CITY

as a reference.

Provide a definitive statement from the manufacturer that the product meets the Minimum Qualifications in Special Instructions for the product as well as ASTM F1216-16 Standards.

Provide a letter from the Proposer's Surety confirming a minimum bonding capacity of \$200,000 accompanied by a signed Power of Attorney.

Weight = 25

B. Ability and Experience of the Project Team

Provide resumes for key team members verifying the teams' experience.

Describe the Project Manager's experience with similar projects, where the individual has served as project manager within the 5 years prior to the due date of the RFP.

Describe the Superintendent's and Foreman's experience with similar projects, during the 7 years prior to the due date of the RFP where the individuals have served as superintendent and foreman, respectively.

Indicate projects on which the Project Manager, Superintendent, and Foreman have performed together in these positions during the 5 years prior to the due date of the RFP.

Provide a team organization chart including any proposed cleaning sub-contractors.

Weight = 20

C. Approach to the Scope of Work - CIPP

Provide a narrative of the project approach to be used for the CIPP lining of sanitary sewer mains and stormwater mains in systems with similar site conditions as those found in the City of Daytona Beach. Discuss any product restraints or restrictions.

CONTRACTOR shall provide a complete list of all equipment/vehicles to be used on this contract (to include year, make and model numbers.) Provide definitive statement that the **equipment** meets requirements for use and insertion of the resin impregnated line.

Weight = 10

D. Approach to Scope of Work – Cleaning Provide a narrative of the project approach to be used for the cleaning of sanitary sewer mains and stormwater

mains in systems with similar site conditions as those found in the City of Daytona Beach. Discuss any product restraints or restrictions.

CONTRACTOR shall provide a complete list of all equipment/vehicles to be used for cleaning on this contract (to include year, make and model numbers

Weight = 10

E. Adequacy of the Proposer's Safety Practice and History

Provide documentation, OSHA logs and references to verify the safety practices and safety history of the Proposer and sub-contractors proposed to perform work in the City of Daytona Beach. Proposer and all sub-contractors related to the performance of this contract shall provide copies of their company's safety logs submitted to the Occupational Health and Safety Administration (OSHA) including all OSHA cited violations for the 2013, 2014 and 2015 calendar years with the Proposal. **Proposals lacking the OSHA logs will be rejected as non-responsive.**

The CITY reserves the right to reject a Proposal based upon past safety performance as evidenced from submitted OSHA logs, references and other means as determined by the CITY. The determination of the responsible party, severity of injuries, frequency and severity of violations and magnitude of damages will be considered in the CITY's determination. Safety performance shall be demonstrated by the Proposer to the CITY's satisfaction.

Weight = 5

F. Price

Weight = 30

TOTAL WEIGHT = 100

19. **REFERENCES**: The contact person(s) listed as a reference shall be someone who has personal knowledge of the contractor's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the City may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.
20. **REJECTION OF PROPOSALS**: The City reserves the right to reject any or all Proposals in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The City also reserves the right to waive technical defect when in its judgment the best interests of the City thereby will be served.

21. **QUALIFYING PROPOSERS**: Prior to awarding of Proposal, the City may require submission by Proposer of complete financial statement and questionnaire describing Proposer's financial ability and experience in performance of similar work.
22. **RULES AND REGULATIONS**: All work performed under this agreement shall be in strict compliance with local, State and Federal laws, rules and regulations. Proposer shall assume all liability for fines and penalties assessed by the authorities for any infractions.
23. **MINORITY AND WOMEN WORK FORCE PARTICIPATION**: The City has an established policy of: 1) promoting Minority and Women-Owned Business Enterprise participation in business contracts and 2) requiring Proposers doing business with the City to use good faith efforts to promote cultural diversity and minority participation in the work force, including managerial positions. Proposers must provide information as part of the Proposal acknowledging its understanding and willingness to comply with the Purchasing Code of The City of Daytona Beach.
24. **NO COSTS**: The City of Daytona Beach bears no responsibility for any costs incurred in the preparation of the Proposal.
25. **DRUG FREE WORKPLACE**: The selected firm must provide the Drug Free Workplace Form in accordance with Florida Statute 287.087, prior to Contract award.
26. **PROHIBITION OF LOBBYING**. Except for negotiations authorized by the City Purchasing Code, the Consultants Competitive Negotiations Act, or other state or federal law, lobbying by the Proposer, or the Proposer's principals, officers, employees, attorneys, or other agents, is strictly prohibited during the Blackout Period. Lobbying in violation of this section may cause the proposal to be rejected.

"Lobbying" means influencing or attempting to influence action or non-action in connection with this RFP or the proposal, through direct or indirect oral or written communication with the Mayor, any member of the City Commission, the City Manager, or any other City employee. The following activities are not within the definition of "lobbying," and are permitted: requests for clarification submitted to the Purchasing Agent in accordance with this RFP, discussions with the Selection Committee as part of the selection process, the submission of additional information in response to a request by the City, and addressing the City Commission during the City Commission meeting at which the contract is awarded or all Proposals are rejected.

The Blackout Period begins on the date that this RFP is issued and ends when the contract is awarded or all Proposals are rejected.

27. **SELECTION PROCESS:**

For the purpose of selecting the most qualified firm, the City will use a competitive selection process as set forth in pertinent City and State procurement requirements. The procedure will involve the following steps:

- a. The City will advertise and mail notice of formal Requests For Proposals to interested Proposers.
- b. The City's Selection Committee will review, rank, and shortlist all Proposals received by the established deadline for submission. Oral presentations by the short-listed Proposers to clarify their Proposals may be required. These presentations will serve to explain implementation techniques integral to their written Proposal. Subsequent to the receipt of Proposals, the City may schedule a time for each requested oral presentation at a place convenient to the City.
- c. The City's Selection Committee will then rank each Proposal and prepare a recommendation for approval by the City Manager. Upon receipt of the City Manager's authorization, the City's Project Manager shall negotiate a contract with the highest ranked Proposer(s) approved by the City Manager. Should the Project Manager be unable to negotiate a satisfactory contract with the any of the shortlisted Proposers, the City Manager, or designee, shall terminate such negotiations with any or all of the shortlisted Proposers and begin negotiations with remaining Proposers based on ranking, until negotiations are successful or this RFP is cancelled.
- d. **The City Commission has the sole authority to bind the City to the terms and conditions of a contract that has been approved in a public meeting of the City Commission. The City Commission reserves the right to modify or reject any contract for the acquisition of goods and/or services submitted to it for consideration.**

SPECIAL INSTRUCTIONS

SI #1 The CONTRACTOR will be required to provide payment and performance bonds on a per project basis, which will each be equal to 100% of the value of any Purchase Order issued exceeding \$100,000.00 prior to commencing work ordered by the Purchase Order.

The surety company executing the bonds must be authorized to do business in the State of Florida and must be listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount. The form of the bond must be approved by the City and must be accompanied by sufficient evidence of the authority of the issuing agent. The bonds must otherwise comply with the requirements of F.S. § 255.05.

In lieu of the required bonds, the CONTRACTOR may provide an alternative form of security as specified in F.S. § 255.05(7) upon the City's approval.

Any bonds used to comply with this Section must be in the form provided by the City; and prior to commencing construction the CONTRACTOR must have the bonds fully executed and recorded and provide the City certified copies of the recorded documents.

Upon the CONTRACTOR's (i) execution and recordation of payment and performance bonds complying with the foregoing provisions; and (ii) furnishing to the City a certified copy of the recorded bonds, proof of payment of CONTRACTOR's subcontractors and suppliers will not be required as a condition of making a required payment to CONTRACTOR; and to the extent that the General Conditions provide otherwise the General Conditions are superseded.

The CONTRACTOR must submit any required insurance on or before submission of the signed contract and must and submit recorded copies of any required payment and performance bonds prior to issuance of a notice to proceed.

SI #2 Minimum Qualifications: For a *product* to be considered commercially proven and to assure commercial viability, the manufacturer must document, to the satisfaction of the CITY, that it has provided the product on a minimum of 500,000 linear feet of successful *sanitary sewer system* installations in the United States. In addition, at least 150,000 linear feet of 8" through 18" diameter and 150,000 linear feet larger than 18" diameter of the product must have been in successful sanitary sewer service within the State of Florida for a minimum of five (5) years. Also, a minimum of 450,000 linear feet of successful *stormwater main system* installations in the United States must be documented to the satisfaction of the CITY to assure commercial viability and at least 150,000 linear feet (15" diameter or larger) of the product shall have been in successful *stormwater service* within the State of Florida for a minimum of five (5) years.

Failure of the proposed product to meet the minimum qualifications shall render the Proposal non-responsive and ineligible from further consideration.

STANDARD TERMS AND CONDITIONS

- 1. Severability.** If one or more of the provisions contained in this Contract will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, and this Contract will then be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.
- 2. Governing Law.** This Contract will be governed by the laws of the State of Florida.

SCOPE OF WORK

I. General

The CITY requires professional Cured In Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains and oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis. Quantities listed are estimated for proposal purposes based on work projections and are subject to change. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for four (4) additional one-year terms upon mutual agreement for the same prices and at the same terms and conditions. The contract shall not exceed five (5) years.

II. Summary of Work

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer's recommended material, handling and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains and oval and round stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with American Society for Testing and Materials (ASTM) standard F 1216-09 and all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main and sanitary sewer main cleaning
- Stormwater main and sanitary sewer main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

III. Product Performance

Standard lining products meeting product specifications outline in ASTM Designation: F1216-16 (Attachment A) are intended to have a 50-year design life and in order to minimize CITY's risk. Only proven products with substantial successful long-term track records will be approved.

Equipment/Vehicles

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer's recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

IV. Materials

- A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.
- B. The CONTRACTOR shall use potable water from the CITY for the project. The CONTRACTOR must obtain a construction hydrant water meter and all appropriate fees paid prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

VII. Contractor Responsibilities

- A. Backflow Prevention: The CONTRACTOR will properly install an approved backflow prevention device in-line to the fresh water fill line of all jetting and/or vacuum equipment
- B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required, including but not limited to Project Representative, Project Manager, Field Supervisor and Senior Foreman. CONTRACTOR shall provide staff who are proficient and experienced in all phases of services required.
- C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and diameters and incorporate those findings in their initial cost and work proposal.
- D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone

numbers. The CONTRACTOR will not permit personal vehicles to be parked at the job site.

- E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service offices in the State of Florida for the provision these services.
- F. Cleaning of Stormwater Main and Sewer Lines: The CONTRACTOR shall remove and properly dispose of all debris from the inside of manholes, stormwater mains and/or sewer lines and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.
- G. Bypassing Stormwater and Sewage: The CONTRACTOR shall provide for the flow of stormwater and sewage around the sections of pipe designated for reconstruction. The CONTRACTOR shall make the bypass by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The CONTRACTOR will provide pump(s) and bypass lines of adequate capacity and size to handle the average daily flow. The CONTRACTOR'S backup bypass pump(s) will be adequately sized and with full operational capabilities and will be on site at all times of bypass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping.
- H. TV & Inspection of Pipelines: The CONTRACTOR will inspect pipelines using experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The CONTRACTOR will carefully inspect the interior of the pipeline to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline; the CONTRACTOR will notify the City so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. The CONTRACTOR will maintain a video and suitable log for later reference by the CITY. The CONTRACTOR will perform the post-construction inspection and will provide a video DVD and log to the CITY. The CONTRACTOR will ensure that all video inspection are witnessed by a CITY representative as it is being performed. The CONTRACTOR will include the cost of video inspection in the contract line items.
- I. Manhole/Liner Interface: The CONTRACTOR shall make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point. The CONTRACTOR'S removal of CIPP liner from areas where line placement was elected in lieu of resetting equipment shall be incidental to the placement of the CIPP.
- J. Service Reconnection: Service reconnection refers to the reinstatement

of the house service connection at the sewer main after the installation of trenchless pipe reconnection system. The CONTRACTOR will accomplish this from within the sewer main via a remote controlled cutting device.

- K. Service with Pressure Grouting: The CONTRACTOR will pressure grout the service wye after mainline has been rehabilitated and service line re-instated. The CONTRACTOR will use a non-shrinking chemical grout (Avanti 118/101 or Cues Quickseal 105 are acceptable). The CONTRACTOR shall provide trenchless reconstruction of service laterals and main line sewers. The CONTRACTOR shall perform services including but not limited to televised inspection, data collection, system flow analysis and pipeline reconstruction.
- L. Safety and Worksite Control: The CONTRACTOR will provide services that include safety measures for both their workers and the public. The CONTRACTOR is completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. The CONTRACTOR will take all precautions to protect the workers, public the CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater and sewer systems.
- M. Waste Materials: The CONTRACTOR will dispose all waste materials and shall transport waste materials to the nearest CITY Wastewater Treatment Plant for processing. The CONTRACTOR will obtain CITY approval of all waste material disposal schedules. The CONTRACTOR shall clean up all waste material spills and clean-up required due to the loading, hauling and unloading of the CONTRACTOR's equipment.

The CONTRACTOR shall conform to any and all requirements regarding hauling and disposal of waste from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments. The CONTRACTOR shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.

- N. Curing Water: The CONTRACTOR will pay for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.

- O. TV Inspection Report: The CONTRACTOR will prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTRACTOR and finalize the scope of work.
- P. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CONTRACTOR will advise the CITY of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

VIII. Contractor / Sub-contractor Employee Conduct and Appearance

A. Conduct:

- 1. CONTRACTOR and sub-contractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.
- 2. CONTRACTOR'S on-site employees shall all have current confined space entry certification.
- 3. The CONTRACTOR will remove any employee or sub-contractor employee reporting to a work site under the influence and/or smelling of alcohol from the work site. CONTRACTOR will immediately replace the employee in a timely manner and at no cost to the CITY.
- 4. The CONTRACTOR will provide trained supervision at the work site to ensure work is performed in a safe manner.
- 5. The CONTRACTOR shall correct any damage resulting from the negligence of CONTRACTOR or sub-contractor employee(s) to CITY property or equipment in a timely manner, to the CITY's satisfaction and at the CONTRACTOR's sole expense.

B. Appearance:

- 1. CONTRACTOR and sub-contractor employees assigned to work under this contract will maintain a neat, clean, and professional appearance .
- 2. CONTRACTOR and sub-contractor employees shall wear uniforms consisting of, at minimum, wear a work shirt identifying their company name.
- 3. Licenses/Permits: The CONTRACTOR will obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as communications companies, electric utilities, gas utilities and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

IX. **Scope of Work General Stormwater and Sanitary Sewer Main Lining**

The CONTRACTOR will be compensated for oval stormwater mains at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

A. **Stormwater main and Sanitary Sewer Cleaning**

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains, sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

1. Quality Assurance: The CONTRACTOR shall conduct cleaning operations using experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein.
2. Submittals:
 - a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater main and sanitary sewer structures being cleaned. The CONTRACTOR will provide the Cleaning Log no later than 14 calendar days after the conclusion of the cleaning.
 - b. The CONTRACTOR will submit Material Safety Data Sheets (MSDS) for all chemical cleaning agents proposed for use under this contract no later than 14 days after the effective date of the Contract.

B. Products: The CONTRACTOR shall utilize cleaning equipment capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the sanitary sewer mains and the oval and round stormwater mains. The CONTRACTOR will ensure that all equipment used for cleaning operations is designed and intended to do the type of work which is specified. The CONTRACTOR will utilize equipment which is self-contained to handle all operations, when possible. The CONTRACTOR will use equipment manufacturer that is actively engaged in the research, development and manufacturing of said equipment. The CONTRACTOR may be directed to remove equipment deemed sub-standard by the City and may be directed to replace the equipment with equipment meeting these specifications, at no additional cost to the CITY.

1. High Velocity Cleaning Equipment: The CONTRACTOR will supply all high velocity hydraulic sewer cleaning equipment mounted on trucks. The CONTRACTOR supplied equipment shall have a minimum of 500

feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. The CONTRACTOR will supply a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. Hydraulically Propelled Cleaning Equipment: The CONTRACTOR will supply hydraulically propelled cleaning equipment of the movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm or sewer systems. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.
3. Mechanical Cleaning Equipment: The CONTRACTOR will provide bucket machines in pairs with each machine powered by a minimum of a 16 horsepower engine to ensure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a “continuous rod” type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and produce a 2,000 pound rod pull. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to ensure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. The CONTRACTOR will arrange all electrical drops required by the CONTRACTOR.
4. Capture and Removal of Debris: The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream

of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The CONTRACTOR will bear the cost of all system down-time and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable.

5. Water Metering Requirements: The CONTRACTOR will access CITY water via fire hydrants equipped with hydrant meters for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. The CONTRACTOR will use only potable water for this work.

B. Execution:

1. General: These specifications provide a basis by which a stormwater main or sanitary sewer line can be cleaned of all debris so that further work can be carried out. The CONTRACTOR will clean the designated stormwater main and/or sanitary sewer lines using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. The CONTRACTOR'S selection of the equipment used shall be based on the condition of the lines at the time the work commences. The CONTRACTOR will select equipment and methods that are satisfactory to the CITY. The CONTRACTOR will accomplish the cleaning of stormwater main or sewer lines by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned, and removal and proper disposal of said materials. The CONTRACTOR'S cleaning operations may also provide a means by which the stormwater main or sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. The CONTRACTOR will not clean upstream sections of pipe once that section of pipe has been televised and accepted as complete.
2. Site Visit: The CONTRACTOR will conduct a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.
3. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY.

D. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main or sewer line by

means of water pumped into the line at a high velocity. The CONTRACTOR shall accomplish cleaning using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. The CONTRACTOR will make as many passes as necessary to sufficiently clean the stormwater main or sewer line. The CONTRACTOR will take all precautions to protect the stormwater main or sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: The CONTRACTOR will take precautions to ensure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main or sewer line are used.
3. Capture and Removal of Debris: The CONTRACTOR will construct a suitable weir or dam in the downstream manhole in such a manner that both the solids and water shall be trapped when hydraulic cleaning equipment is used, shall be constructed. The CONTRACTOR will pump this trapped solution using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to ensure complete settlement of the solids before returning the liquid to the stormwater main or sewer line.

E. **Mechanical Cleaning Methodology:**

1. Rodding: The CONTRACTOR will perform cleaning by rodding with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.
2. Bucket Machine: The CONTRACTOR will remove all solids, materials and other debris by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.
3. Supplemental Cleaning: The CONTRACTOR will perform a minimum of one pass using hydraulic cleaning methods after all material has been removed by mechanical cleaning, to ensure complete removal of material from the walls of the pipe. The CONTRACTOR will repair any damage to pipes.
4. Capture and Removal of Debris: The CONTRACTOR will capture debris in the downstream manhole in a manner approved in writing by the CITY, or as described above when mechanical cleaning equipment is used. .

- F. **Special Cleaning Requirements for Cast Iron Pipe:** The CONTRACTOR will clean pipes of tuberculation, including rust build-up and mineral deposits after cleaning pipe of normal sewage deposits such as sand and grease by methods above. The CONTRACTOR may choose any equipment necessary to remove the tuberculation for pipe diameters greater than 24-inch, such as a “pig” or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump stations. The CONTRACTOR will remove all tuberculations for pipe diameters less than or equal to 24-inch, using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The CONTRACTOR may choose a similar proofing device if deemed acceptable, in writing, by CITY.
- G. **Sanitary Sewer Manhole Modifications:** The CONTRACTOR will make any modifications to manholes to facilitate cleaning which will be subject to prior written approval by the CITY. CONTRACTOR shall salvage and reuse all manhole covers and rings that are removed during sewer line and manhole rehabilitation.
- H. **Material Removal and Cleanup:**
1. **Material Removal:** The CONTRACTOR will remove all sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. The CONTRACTOR will remove all solids or semi-solids resulting from the cleaning operations from the site and disposed of at a location approved by the CITY.
 2. **Root Removal:** The CONTRACTOR will remove all roots. The CONTRACTOR will give special attention during the cleaning operation to assure complete removal of roots from joints in lines and manholes. The CONTRACTOR may use chemical root treatment at the option of the CONTRACTOR.

When the CONTRACTOR uses chemicals to aid in removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and in compliance with all applicable CITY, State and Federal regulations. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root treatment material used. The CONTRACTOR shall protect waterways, ponds and other water bodies from chemical contamination.

- I. **Degree of Cleaning:** The CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater system or sewer system being cleaned to the extent that closed circuit television inspection can be performed. The CONTRACTOR will only perform light cleaning on all stormwater main and sanitary sewer main. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning is defined as follows:
1. Light Cleaning: The removal of $\frac{1}{4}$ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.
 2. Medium Cleaning: The removal of greater than $\frac{1}{4}$ and up to and including $\frac{1}{2}$ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.
 3. Heavy Cleaning: The removal of greater than $\frac{1}{2}$ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.
- J. **Dewatering:** When by CITY and CONTRACTOR prior inspection and agreement it is determined that the pipe cannot be cleaned due to infiltration of groundwater, and the CONTRACTOR is required to temporarily halt the infiltration of groundwater by de-watering system means, the cost shall be included in the unit prices for cleaning as an incidental cost..
- K. **Manhole Clean-up:** Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. The CONTRACTOR will remove all debris from the stormwater system and sanitary sewer system and shall disposed of such debris properly off site in areas provided by the CONTRACTOR at the CONTRACTOR'S expense. The CONTRACTOR will provide transportation of debris or other material by the CONTRACTOR in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. , The CONTRACTOR will clean up any debris or other material to the satisfaction of the CITY or other authorities having jurisdiction should spillage of debris resulting from overloading of trucks or for any other reason. The CONTRACTOR will ensure that all vehicles transporting debris or other material do not exceed the maximum allowable load limits of any road being used.
- L. **Restoration:** The CONTRACTOR will repair all damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.

M. **Additional Cleaning:** The CONTRACTOR will re-clean the line at no additional expense to the CITY should subsequent video inspection of cleaned stormwater main or sewers reveal that additional cleaning is required. The CONTRACTOR will provide any additional video inspection or re-setup of video equipment required due to re-cleaning at no additional expense to the CITY.

N. **Pre- and Post-Work Inspections**

The CONTRACTOR will video tape the stormwater main or sewer lines under the direct supervision of a CITY representative, prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work,. A CITY representative must be on site during the entire inspection procedure period. In the event the CONTRACTOR performs video inspection without a CITY representative present, the video will not be accepted by the CITY and must be re-done in the presence of a CITY representative. The CONTRACTOR will provide one (1) copy of the DVD video and associated video logs to the CITY prior to scheduling the post-cleaning and final inspections. CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair if defects or problems are observed on the video. The CONTRACTOR will make all necessary repairs or correct the noted deficiencies at no cost to the CITY.

The CONTRACTOR will provide mandatory television inspection on all stormwater main and sewer mains that CIPP work has been performed under this contract. Only pan and tilt type cameras will be allowed. The CONTRACTOR will provide two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality to the CITY at the time of the inspection. The video will be in color with good clarity. No black and white or poor quality videos will be accepted. The CONTRACTOR will schedule television inspection a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be deemed invalid. The CONTRACTOR will clean all lines prior to videoing in accordance with Technical Specifications.

O. **Maintenance of Traffic (MOT)**

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the "Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System" (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) "Manual on Uniform Traffic Control Devices" (latest edition) for all aspects of assigned work.

CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. The CONTRACTOR will

provide written notice prior to access blockage to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.

The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. The CONTRACTOR will include the cost of all work, materials and costs required for completed traffic control in the unit cost of the traffic control pay items in the pricing sheet.

P. Locates

CONTRACTOR is responsible for all utility locates.

Q. Isolation and Bypass Operations

1. CONTRACTOR shall provide all isolation and bypass operations: The CONTRACTOR's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system and stormwater main users while maintenance or construction operations (including rehabilitation, repair or replacement) are being performed on the segment(s) being bypassed and/or from which flow is being diverted by:
 - a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.
 - b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
 - c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
 - d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, stormwater mains and waterways while flow bypass or diversion pumping takes place, and
 - e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.
2. The CONTRACTOR will provide flow bypass and diversion pumping in such a manner so as not to damage private or public property, or create a nuisance or public menace. The CONTRACTOR will enclose the pumped sewage in a hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. The CONTRACTOR will return flow to the sewer and will remove all temporary equipment after the work is completed. The CONTRACTOR

will enclose the pumped storm water in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the stormwater system. The CONTRACTOR shall return flow to the stormwater mains and all temporary equipment removed after the work is completed.

3. The CONTRACTOR will provide an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy on site continuously to monitor the operation of the entire bypass/diversion system when pumps are operating. The operator/mechanic shall comprehensively, methodically and continuously:
 - a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels
 - b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
 - c. Check the integrity of hoses and couplings along the entire bypass/diversion system.
 - d. Monitor lubrication levels and top off as necessary
 - e. Facilitate minor repairs as required
 - f. Report to CITY on problems arising.
4. The CONTRACTOR shall plan and execute sewer flow control, bypass and diversion pumping operations. The CONTRACTOR shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.
5. The CONTRACTOR shall immediately stop the overflow and take action to clean up and disinfect the spillage in the event of accidental overflow or spillage. The CONTRACTOR shall notify the CITY immediately and in any event not less than twenty-four (24) hours following the occurrence.

The CONTRACTOR is deemed to be entirely responsible should fines be subsequently imposed as a direct result of the overflow or spillage and the CONTRACTOR shall pay such fines as are imposed by the authorities. The CITY shall pay no fine(s) where it is shown the CONTRACTOR was entirely responsible for any overflow or spillage.

6. The CONTRACTOR shall complete work as efficiently as possible without interruption once by-pass pumping is underway at any given site.
7. The CONTRACTOR will ensure the level of noise emitted from pumps is within local regulations/ordinance parameters.

R. Work Integration

1. Hours of Operation: The CONTRACTOR will conduct all work during CITY acceptable work hours (typically 7:30 a.m. to 6:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays, unless circumstances prevent such scheduling. Such circumstances may include, but are not limited to, structures with high peak flows, significant negative impact on business or schools or excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR-related costs shall be borne by the CONTRACTOR.
2. Work Coordination: The CONTRACTOR shall coordinate all work between a single point of contact for the CONTRACTOR and the CITY designated project manager. The CONTRACTOR will conduct discussion of structure conditions before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.
3. The CONTRACTOR will notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

S. Work Product Submittals

1. Bypass Pumping: The CONTRACTOR will provide submittals for the by-pass pumping plan and those plans approved no less than two weeks prior to execution of the work. The CONTRACTOR will not mobilize prior to approval of the pumping plan.
2. Videotaping: CONTRACTOR will submit one copy of each of two video inspections; one prior to the start of work and one after CIPP lining is completed for each project. The video shall be of *high visual quality with complete and clear annotation on screen* to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

T. Site Restoration

The CONTRACTOR shall restore the work site(s) on a daily basis where practical. The CONTRACTOR will clear all obstructions from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. The CONTRACTOR will not create a public nuisance during restoration activities. The CONTRACTOR will complete all restoration activities within a minimum of fourteen (14) calendar days of work being

finished in a work area. Site restoration is ancillary item for the CIPP reconstruction and shall be included in the LF cost.

U. Ordering and Payment

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the Contractor is based on an annual prioritized list of projects or a request from the Field Operations staff. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.
2. The CONTRACTOR will submit monthly invoices to the CITY inspector for review and agreement prior to submitting to the CITY project manager for final acceptance and processing of payment.

V. Mobilization Mobilization charges shall include movement of equipment and material to and from the site and other costs not included as a separate line item to commence work on a work authorization.

W. Line Reconstruction

1. **Sanitary:** Includes open cut and installation of SDR-26 PVC Sanitary Sewer. Furnished and Installed. Open cut and Construct Sanitary Sewer line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring bracing installation of SDR26 PVC sanitary sewer, rigid fernco connections or manhole boots as required, pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements, pavement repair, testing, sodding and cleanup.
2. **Sanitary:** Includes open cut installation of C900 Sanitary sewer. Furnished and Installed. Open cut and Construct Sanitary Sewer line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring bracing installation of C900 sanitary sewer, rigid fernco connections or manhole boots as required, pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding and cleanup.

3. **Stormwater:** Includes open cut installation of RCP stormwater pipeline. Furnished and Installed. Open cut and Construct stormwater line, includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring, bracing installation of RCP stormwater pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding, pavement repair, brick and mortar installation and any connection to a structure and cleanup. **FDOT** Concrete collars are required on RCP to connect pipe and incidental to installation of the stormwater PVC line.
 4. **Stormwater:** Includes open cut installation of HDPE stormwater pipeline. Furnished and Installed. Open cut and Construct stormwater line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring, bracing installation of HDPE stormwater pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding, pavement repair, brick and mortar installation and any connection to a structure and cleanup. HDPE collars are incidental to installation of the stormwater HDPE line.
- X. Grout Fill Abandoned Lines** Grout fill will be required where the City determines it best to replace the entire line in a different alignment. The unit price will be paid by the cubic yard. Payment will be for the furnishing and placement of the grout mixture and will include all necessary excavation, connections, restoration and all other accommodations to properly perform the work.
- Y. Manhole Cleaning** the CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater or sewer manhole being cleaned to the extent that closed circuit television inspection can be performed.

CIPP REHABILITATION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
A	8" diameter				
A-1	6.0 mm normal thickness (.236")	5,000	LF	\$	\$
A-2	7.5 mm normal thickness (.295")	5,000	LF	\$	\$
A-3	9.0 mm normal thickness (.354")	10,000	LF	\$	\$
				TOTAL "A"	\$
B	10" diameter				
B-1	6.0 mm normal thickness (.236")	400	LF	\$	\$
B-2	7.5 mm normal thickness (.295")	400	LF	\$	\$
B-3	9.0 mm normal thickness (.354")	400	LF	\$	\$
				TOTAL "B"	\$
C	12" diameter				
C-1	6.0 mm normal thickness (.236")	400	LF	\$	\$
C-2	7.5 mm normal thickness (.295")	400	LF	\$	\$
C-3	9.0 mm normal thickness (.354")	600	LF	\$	\$
				TOTAL "C"	\$
D	15" diameter				
D-1	6.0 mm normal thickness (.236")	400	LF	\$	\$
D-2	7.5 mm normal thickness (.295")	400	LF	\$	\$
D-3	9.0 mm normal thickness (.354")	600	LF	\$	\$
				TOTAL "D"	\$
E	18" diameter				
E-1	6.0 mm normal thickness (.236")	300	LF	\$	\$
E-2	7.5 mm normal thickness (.0295")	300	LF	\$	\$
E-3	9.0 mm normal thickness (.354")	300	LF	\$	\$
E-4	10.5 mm normal thickness (.413")	200	LF	\$	\$
				TOTAL "E"	\$
F	21" diameter				
F-1	6.0 mm normal thickness (.236")	300	LF	\$	\$
F-2	7.5 mm normal thickness (.295")	300	LF	\$	\$
F-3	9.0 mm normal thickness (.354")	300	LF	\$	\$
F-4	10.5 mm normal thickness (.413")	300	LF	\$	\$
F-5	12.0 mm normal thickness (.472")	200	LF	\$	\$
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	\$	\$
				TOTAL "F"	\$

CIPP REHABILITATION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
G	24" diameter				
G-1	9.0 mm normal thickness (.354")	300	LF	\$	\$
G-2	10.5 mm normal thickness (.413")	300	LF	\$	\$
G-3	12.0 mm normal thickness (.472")	300	LF	\$	\$
G-4	13.5 mm normal thickness (.531")	300	LF	\$	\$
G-5	15.0 mm normal thickness (.591")	200	LF	\$	\$
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$	\$
				TOTAL "G"	\$
H	27" diameter				
H-1	9.0 mm normal thickness (.354")	100	LF	\$	\$
H-2	10.5 mm normal thickness (.413")	100	LF	\$	\$
H-3	12.0 mm normal thickness(.472")	100	LF	\$	\$
H-4	13.5 mm normal thickness (.531")	50	LF	\$	\$
H-5	15.0 mm normal thickness (.591")	50	LF	\$	\$
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$	\$
				TOTAL "H"	\$
I	30" diameter				
I-1	9.0 mm normal thickness (.354")	100	LF	\$	\$
I-2	10.5 mm normal thickness (.413")	100	LF	\$	\$
I-3	12.0 mm normal thickness (.472")	100	LF	\$	\$
I-4	13.5 mm normal thickness (.531")	100	LF	\$	\$
I-5	15.0 mm normal thickness (.591")	100	LF	\$	\$
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$	\$
				TOTAL "I"	\$
J	36" diameter				
J-1	10.5 mm normal thickness (.413")	100	LF	\$	\$
J-2	12.0 mm normal thickness (.472")	100	LF	\$	\$
J-3	13.5 mm normal thickness (.531")	100	LF	\$	\$
J-4	15.0 mm normal thickness (.591")	100	LF	\$	\$
J-5	16.5 mm normal thickness (.650")	100	LF	\$	\$
J-6	18.0 mm normal thickness (.709")	100	LF	\$	\$
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$	\$
				TOTAL "J"	\$

CIPP REHABILITATION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
K	42" diameter				
K-1	10.5 mm normal thickness (.413")	100	LF	\$	\$
K-2	12.0 mm normal thickness (.472")	100	LF	\$	\$
K-3	13.5 mm normal thickness (.531")	100	LF	\$	\$
K-4	15.0 mm normal thickness (.591")	100	LF	\$	\$
K-5	16.5 mm normal thickness (.650")	50	LF	\$	\$
K-6	18.0 mm normal thickness (.709")	50	LF	\$	\$
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$	\$
				TOTAL "K"	\$
	TOTAL "A" THRU "K"				\$
CLEAN & INSPECTION - SANITARY SEWER MAINS					
L	Light Cleaning and Inspection				
L-1	8" – 12" diameter	6,000	LF	\$	\$
L-2	14" – 18" diameter	6,000	LF	\$	\$
L-3	20" – 24" diameter	6,000	LF	\$	\$
L-4	27" – 42" diameter	6,000	LF	\$	\$
L-5	48" – 72" diameter	6,000	LF	\$	\$
				TOTAL "L"	\$
M	Medium Cleaning				
M-1	8" – 12" diameter	6,000	LF	\$	\$
M-2	14" – 18" diameter	6,000	LF	\$	\$
M-3	20" – 24" diameter	6,000	LF	\$	\$
M-4	27" – 42" diameter	6,000	LF	\$	\$
M-5	48" – 72" diameter	6,000	LF	\$	\$
				TOTAL "M"	\$
N	Heavy Cleaning				
N-1	8" – 12" diameter	6,000	LF	\$	\$
N-2	14" – 18" diameter	6,000	LF	\$	\$
N-3	20" – 24" diameter	6,000	LF	\$	\$
N-4	27" – 42" diameter	6,000	LF	\$	\$
N-5	48" – 72" diameter	6,000	LF	\$	\$
		6,000	LF	\$	\$
				TOTAL "N"	\$
O	Root Removal				
O-1	8" – 12" diameter	6,000	LF	\$	\$
O-2	14" – 18" diameter	6,000	LF	\$	\$
O-3	20" – 24" diameter	6,000	LF	\$	\$
O-4	27" – 42" diameter	6,000	LF	\$	\$
O-5	48" – 72" diameter	6,000	LF	\$	\$
				TOTAL "O"	\$

CLEAN & INSPECTION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
P	Tuberculation Cleaning				
P-1	8" – 12" diameter	6,000	LF	\$	\$
P-2	14" – 18" diameter	6,000	LF	\$	\$
P-3	20" – 24" diameter	6,000	LF	\$	\$
P-4	27" – 42" diameter	6,000	LF	\$	\$
P-5	48" – 72" diameter	6,000	LF	\$	\$
				TOTAL "P"	\$
	TOTAL "L" THRU "P"				\$
LATERAL CIPP LINING-TOP HAT/FULL WRAP - UP TO 36"					
Q					
Q-1	Four (4) inch lateral connection	20	EA	\$	\$
Q-2	Six (6) inch lateral connection	20	EA	\$	\$
Q-3	Eight (8) inch lateral connection	20	EA	\$	\$
Q-4	Lateral lining 0 to 30'	100	LF	\$	\$
Q-1	Additional Lateral Lining > 30'	100	LF	\$	\$
Q-2	Lateral Cutout	20	EA	\$	\$
Q-3	Lateral Grout	20	EA	\$	\$
	TOTAL "Q"				\$
MANHOLE/LIFT STATION REFURBISHMENT					
R					
R-1	Interior Manhole Application (Precast)	2,000	SF	\$	\$
R-2	Interior Manhole Application (Brick)	2,000	SF	\$	\$
R-3	Interior Lift Station Application (Precast)	2,000	SF	\$	\$
R-4	Interior Lift Station Application (Brick)	2,000	SF	\$	\$
R-5	Bench/Invert Repair	2,000	EA	\$	\$
	TOTAL "R"				\$

CLEANOUT INSTALLATION					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
S					
S-1	Four (4) inch cleanout	20	EA	\$	\$
S-2	Six (6) inch cleanout	20	EA	\$	\$
S-3	Eight (8) inch cleanout	20	EA	\$	\$
	TOTAL "S"				\$
LINE RECONSTRUCTION SDR 26 LESS THAN 10' DEPTH					
T					
T-1	15"	100	LF	\$	\$
T-2	18"	100	LF	\$	\$
T-3	24"	100	LF	\$	\$
T-4	30"	100	LF	\$	\$
T-5	36"	100	LF	\$	\$
T-6	42"	100	LF	\$	\$
T-7	48"	100	LF	\$	\$
T-8	54"	100	LF	\$	\$
T-9	60"	100	LF	\$	\$
T-10	66"	50	LF	\$	\$
T-11	72"	50	LF	\$	\$
	TOTAL "T"				\$
LINE RECONSTRUCTION C900 GREATER THAN 10' DEPTH					
U					
U-1	15"	100	LF	\$	\$
U-2	18"	100	LF	\$	\$
U-3	24"	100	LF	\$	\$
U-4	30"	100	LF	\$	\$
U-5	36"	100	LF	\$	\$
U-6	42"	100	LF	\$	\$
U-7	48"	100	LF	\$	\$
U-8	54"	100	LF	\$	\$
U-9	60"	100	LF	\$	\$
U-10	66"	50	LF	\$	\$
U-11	72"	50	LF	\$	\$
	TOTAL "U"				\$

MANHOLE CLEANING					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
V					
V-1	Manhole cleaning	2,000	SF	\$	\$
	TOTAL "V"				\$
CIPP REHABILITATION - STORMWATER MAINS					
W	8" diameter				
W-1	6.0 mm normal thickness (.236")	500	LF	\$	\$
				TOTAL "W"	\$
X	10" diameter				
X-1	6.0 mm normal thickness (.236")	400	LF	\$	\$
X-2	7.5 mm normal thickness (.295")	400	LF	\$	\$
				TOTAL "X"	\$
Y	12" diameter				
Y-1	6.0 mm normal thickness (.236")	750	LF	\$	\$
Y-2	7.5 mm normal thickness (.295")	750	LF	\$	\$
				TOTAL "Y"	\$
Z	15" diameter				
Z-1	6.0 mm normal thickness (.236")	1,000	LF	\$	\$
Z-2	7.5 mm normal thickness (.295")	1,500	LF	\$	\$
Z-3	9.0 mm normal thickness (.354")	1,000	LF	\$	\$
Z-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	100	LF	\$	\$
				TOTAL "Z"	\$
AA	18" diameter				
AA-1	6.0 mm normal thickness (.236")	1,250	LF	\$	\$
AA-2	7.5 mm normal thickness (.295")	1,250	LF	\$	\$
AA-3	9.0 mm normal thickness (.354")	1,250	LF	\$	\$
AA-4	10.5 mm normal thickness (.413")	1,250	LF	\$	\$
AA-5	Charge for each 1.5 mm thickness increase per LF exceeding 10.5 mm	100	LF	\$	\$
				TOTAL "AA"	\$
BB	21" diameter				
BB-1	6.0 mm normal thickness (.236")	220	LF	\$	\$
BB-2	7.5 mm normal thickness (.295")	220	LF	\$	\$
BB-3	9.0 mm normal thickness (.354")	220	LF	\$	\$
BB-4	10.5 mm normal thickness (.413")	220	LF	\$	\$
BB-5	12.0 mm normal thickness (.472")	200	LF	\$	\$
BB-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	\$	\$
				TOTAL "BB"	\$

CIPP REHABILITATION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
CC	24" diameter				
CC-1	9.0 mm normal thickness (.354")	700	LF	\$	\$
CC-2	10.5 mm normal thickness (.413")	700	LF	\$	\$
CC-3	12.0 mm normal thickness (.472")	700	LF	\$	\$
CC-4	13.5 mm normal thickness (.531")	700	LF	\$	\$
CC-5	15.0 mm normal thickness (.591")	700	LF	\$	\$
CC-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$	\$
				TOTAL "CC"	\$
DD	27" diameter				
DD-1	9.0 mm normal thickness (.354")	220	LF	\$	\$
DD-2	10.5 mm normal thickness (.413")	220	LF	\$	\$
DD-3	12.0 mm normal thickness (.472")	220	LF	\$	\$
DD-4	13.5 mm normal thickness (.531")	220	LF	\$	\$
DD-5	15.0 mm normal thickness (.591")	220	LF	\$	\$
DD-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$	\$
				TOTAL "DD"	\$
EE	30" diameter				
EE-1	9.0 mm normal thickness (.354")	600	LF	\$	\$
EE-2	10.5 mm normal thickness (.413")	600	LF	\$	\$
EE-3	12.0 mm normal thickness (.472")	600	LF	\$	\$
EE-4	13.5 mm normal thickness (.531")	600	LF	\$	\$
EE-5	15.0 mm normal thickness (.591")	600	LF	\$	\$
EE-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$	\$
				TOTAL "EE"	\$
FF	36" diameter				
FF-1	10.5 mm normal thickness (.413")	500	LF	\$	\$
FF-2	12.0 mm normal thickness (.472")	500	LF	\$	\$
FF-3	13.5 mm normal thickness (.531")	500	LF	\$	\$
FF-4	15.0 mm normal thickness (.591")	500	LF	\$	\$
FF-5	16.5 mm normal thickness (.650")	250	LF	\$	\$
FF-6	18.0 mm normal thickness (.709")	250	LF	\$	\$
FF-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$	\$
				TOTAL "FF"	\$

CIPP REHABILITATION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
GG	42" diameter				
GG-1	10.5 mm normal thickness (.413")	250	LF	\$	\$
GG-2	12.0 mm normal thickness (.472")	250	LF	\$	\$
GG-3	13.5 mm normal thickness (.531")	250	LF	\$	\$
GG-4	15.0 mm normal thickness (.591")	250	LF	\$	\$
GG-5	16.5 mm normal thickness (.650")	250	LF	\$	\$
GG-6	18.0 mm normal thickness (.709")	250	LF	\$	\$
GG-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$	\$
				TOTAL "GG"	\$
HH	48" diameter				
HH-1	12.0 mm normal thickness (.472")	200	LF	\$	\$
HH-2	13.5 mm normal thickness (.531")	200	LF	\$	\$
HH-3	15.0 mm normal thickness (.591")	200	LF	\$	\$
HH-4	16.5 mm normal thickness (.650")	200	LF	\$	\$
HH-5	18.0 mm normal thickness (.709")	200	LF	\$	\$
HH-6	19.5 mm normal thickness (.768")	100	LF	\$	\$
HH-7	21.0 mm normal thickness (.827")	100	LF	\$	\$
HH-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	100	LF	\$	\$
				TOTAL "HH"	\$
II	52" diameter				
II-1	10.5 mm normal thickness (.413")	25	LF	\$	\$
II-2	12.0 mm normal thickness (.472")	25	LF	\$	\$
II-3	13.5 mm normal thickness (.531")	25	LF	\$	\$
II-4	15.0 mm normal thickness (.591")	25	LF	\$	\$
II-5	16.5 mm normal thickness (.650")	25	LF	\$	\$
II-6	18.0 mm normal thickness (.709")	25	LF	\$	\$
II-7	19.5 mm normal thickness (.768")	25	LF	\$	\$
II-8	21.0 mm normal thickness (.827")	25	LF	\$	\$
II-9	22.5 mm normal thickness (.886")	100	LF	\$	\$
II-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$	\$
				TOTAL "II"	\$

CIPP REHABILITATION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
JJ	54" diameter				
JJ-1	10.5 mm normal thickness (.413")	25	LF	\$	\$
JJ-2	12.0 mm normal thickness (.472")	25	LF	\$	\$
JJ-3	13.5 mm normal thickness (.531")	25	LF	\$	\$
JJ-4	15.0 mm normal thickness (.591")	25	LF	\$	\$
JJ-5	16.5 mm normal thickness (.650")	25	LF	\$	\$
JJ-6	18.0 mm normal thickness (.709")	25	LF	\$	\$
JJ-7	19.5 mm normal thickness (.768")	25	LF	\$	\$
JJ-8	21.0 mm normal thickness (.827")	25	LF	\$	\$
JJ-9	22.5 mm normal thickness (.886")	100	LF	\$	\$
JJ-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$	\$
				TOTAL "JJ"	\$
KK	60" diameter				
KK-1	10.5 mm normal thickness (.413")	25	LF	\$	\$
KK-2	12.0 mm normal thickness (.472")	25	LF	\$	\$
KK-3	13.5 mm normal thickness (.531")	25	LF	\$	\$
KK-4	15.0 mm normal thickness (.591")	25	LF	\$	\$
KK-5	16.5 mm normal thickness (.650")	25	LF	\$	\$
KK-6	18.0 mm normal thickness (.709")	25	LF	\$	\$
KK-7	19.5 mm normal thickness (.768")	25	LF	\$	\$
KK-8	21.0 mm normal thickness (.827")	25	LF	\$	\$
KK-9	22.5 mm normal thickness (.886")	100	LF	\$	\$
KK-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$	\$
				TOTAL "KK"	\$
LL	72" diameter				
LL-1	10.5 mm normal thickness (.413")	25	LF	\$	\$
LL-2	12.0 mm normal thickness (.472")	25	LF	\$	\$
LL-3	13.5 mm normal thickness (.531")	25	LF	\$	\$
LL-4	15.0 mm normal thickness (.591")	25	LF	\$	\$
LL-5	16.5 mm normal thickness (.650")	25	LF	\$	\$
LL-6	18.0 mm normal thickness (.709")	25	LF	\$	\$
LL-7	19.5 mm normal thickness (.768")	25	LF	\$	\$
LL-8	21.0 mm normal thickness (.827")	25	LF	\$	\$
LL-9	22.5 mm normal thickness (.886")	100	LF	\$	\$
LL-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$	\$
				TOTAL "LL"	\$
	Total CIPP Rehabilitation - Stormwater Mains ("W" THRU "LL")				\$

CLEAN & INSPECTION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
MM	Light Cleaning and inspection				
MM-1	8" - 12" diameter	6,000	LF	\$	\$
MM-2	14" - 18" diameter	6,000	LF	\$	\$
MM-3	20" - 24" diameter	6,000	LF	\$	\$
MM-4	27" - 42" diameter	6,000	LF	\$	\$
MM-5	48" - 72" diameter	6,000	LF	\$	\$
				TOTAL "MM"	\$
NN	Medium Cleaning				
NN-1	8" - 12" diameter	6,000	LF	\$	\$
NN-2	14" - 18" diameter	6,000	LF	\$	\$
NN-3	20" - 24" diameter	6,000	LF	\$	\$
NN-4	27" - 42" diameter	6,000	LF	\$	\$
NN-5	48" - 72" diameter	6,000	LF	\$	\$
				TOTAL "NN"	\$
OO	Heavy Cleaning				
OO-1	8" - 12" diameter	6,000	LF	\$	\$
OO-2	14" - 18" diameter	6,000	LF	\$	\$
OO-3	20" - 24" diameter	6,000	LF	\$	\$
OO-4	27" - 42" diameter	6,000	LF	\$	\$
OO-5	48" - 72" diameter	6,000	LF	\$	\$
				TOTAL "OO"	\$
PP	Root Removal				
PP-1	8" - 12" diameter	6,000	LF	\$	\$
PP-2	14" - 18" diameter	6,000	LF	\$	\$
PP-3	20" - 24" diameter	6,000	LF	\$	\$
PP-4	27" - 42" diameter	6,000	LF	\$	\$
PP-5	48" - 72" diameter	6,000	LF	\$	\$
				TOTAL "PP"	\$
QQ	Tuberculation Cleaning				
QQ-2	8" - 12" diameter	6,000	LF	\$	\$
QQ-2	14" - 18" diameter	6,000	LF	\$	\$
QQ-2	20" - 24" diameter	6,000	LF	\$	\$
QQ-2	27" - 42" diameter	6,000	LF	\$	\$
QQ-2	48" - 72" diameter	6,000	LF	\$	\$
				TOTAL "QQ"	\$
	TOTAL "MM" THRU "QQ"				\$

ANCILLARY GENERAL SERVICES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
RR	By-Pass Pumping				
RR-1	8" diameter	5	LS	\$	\$
RR-2	10" diameter	5	LS	\$	\$
RR-3	12" diameter	5	LS	\$	\$
RR-4	15" diameter	5	LS	\$	\$
RR-5	18" diameter	5	LS	\$	\$
RR-6	21" diameter	5	LS	\$	\$
RR-7	24" diameter	5	LS	\$	\$
RR-8	27" diameter	5	LS	\$	\$
RR-9	30" diameter	5	LS	\$	\$
RR-10	36" diameter	5	LS	\$	\$
				TOTAL "RR"	\$
SS	Standard Service Reconnection	25	Each	\$	\$
				TOTAL "SS"	\$
TT	Service Connection Pressure Grouting	25	Each	\$	\$
				TOTAL "TT"	\$
UU	Traffic Control - FDOT Right of Way				
UU-1	Flagman	10	Setup	\$	\$
UU-2	Arrow Board	10	Setup	\$	\$
UU-3	Barricades	10	Setup	\$	\$
UU-4	Lane Dividers	10	Setup	\$	\$
				TOTAL "UU"	\$
VV	Traffic Control - City Right of Way				
VV-1	Flagman	10	Setup	\$	\$
VV-2	Arrow Board	10	Setup	\$	\$
VV-3	Barricades	10	Setup	\$	\$
VV-4	Lane Dividers	10	Setup	\$	\$
				TOTAL "VV"	\$
WW	Traffic Control - County Right of Way				
WW-1	Flagman	10	Setup	\$	\$
WW-2	Arrow Board	10	Setup	\$	\$
WW-3	Barricades	10	Setup	\$	\$
WW-4	Lane Dividers	10	Setup	\$	\$
				TOTAL "WW"	\$

ANCILLARY GENERAL SERVICES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
XX	Easement Access				\$
XX-1	6" to 12" diameter	100	LF	\$	\$
XX-2	14" to 18" diameter	100	LF	\$	\$
XX-3	20" to 24" diameter	100	LF	\$	\$
XX-4	27" to 30" diameter	100	LF	\$	\$
XX-5	36" to 42" diameter	100	LF	\$	\$
XX-6	48" to 54" diameter	100	LF	\$	\$
				TOTAL "XX"	\$
YY	Line Reconstruction (concrete collars are incidental) greater than 8' depth and under roadways				
YY-1	15" RCP	250	LF	\$	\$
YY-2	18" RCP	250	LF	\$	\$
YY-3	24" RCP	250	LF	\$	\$
YY-4	30" RCP	250	LF	\$	\$
YY-5	36" RCP	250	LF	\$	\$
YY-6	48" RCP	250	LF	\$	\$
YY-7	54" RCP	250	LF	\$	\$
YY-8	60" RCP	250	LF	\$	\$
YY-9	72" RCP	500	LF	\$	\$
				TOTAL "YY"	\$
ZZ	HDPE Line Reconstruction less than 8'				
ZZ-1	15" HDPE	250	LF	\$	\$
ZZ-2	18" HDPE	250	LF	\$	\$
ZZ-3	24" HDPE	250	LF	\$	\$
ZZ-4	30" HDPE	250	LF	\$	\$
ZZ-5	36" HDPE	250	LF	\$	\$
ZZ-6	42" HDPE	250	LF	\$	\$
ZZ-7	48" HDPE	250	LF	\$	\$
ZZ-8	54" HDPE	250	LF	\$	\$
ZZ-9	60" HDPE	250	LF	\$	\$
ZZ-10	70" HDPE	500	LF	\$	\$
				TOTAL "ZZ"	\$
AAA	Manhole Cleaning	2,800	SF	\$	\$
				TOTAL "AAA"	\$
BBB	Grout fill abandoned pipe	1,000	CY	\$	\$
				TOTAL "BBB"	\$

ANCILLARY GENERAL SERVICES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
CCC	Chemical and physical product testing	10	EA	\$	\$
				TOTAL "CCC"	\$
DDD	Erosion and sediment control	10	EA	\$	\$
				TOTAL "DDD"	\$
EEE	Mobilization	20	Setup	\$	\$
				TOTAL "EEE"	\$
FFF	Bonds	100,000	Percentage	%	\$
				TOTAL "FFF"	\$
	TOTAL "GG" THRU "FFF"				\$
	TOTAL ESTIMATED BID AMOUNT				\$

ANTI-COLLUSION STATEMENT

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Proposal for the same purpose and that the Proposal is in all respects fair and without collusion or fraud.

Sign in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPSEER THAT THE SIGNING AND DELIVERY OF THE PROPSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING TERMS AND CONDITIONS AND SCOPE OF SERVICES, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

NAME OF FIRM: _____

SIGNATURE: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

NAME TYPED: _____ TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____ EMAIL: _____

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with the Florida Statute 287.087 hereby certifies that
_____ does:

(Proposer)

1. Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Date: _____

Signature & Title

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

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print 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, insert the Social Security Number of the individual signing this sworn statement above:

2. I understand that a “public entity crime” as defined in Paragraph 287.133(l)(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 of the United States, including, but not limited to, any Proposal or CONTRACT for goods or services, any lease for real property, or any CONTRACT for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined In Paragraph 287.133(l)(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.
4. I understand that an “affiliate” as defined in Paragraph 287.133(l)(a), Florida Statutes means:
- (a) A predecessor or successor of a person convicted of a public entity crime, or

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

- (b) 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, will be a 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 36 months will be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(l)(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 Proposal 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.

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 of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

_____ 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.*)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____ (Type of identification)

Notary Public - State of _____

By: _____

My commission expires _____

(Printed typed or stamped
commissioned name of Notary Public)

LOCAL VENDOR AFFIDAVIT

Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.

A copy of the Proposer's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.

NAME OF PROPOSER: _____

LOCAL BUSINESS ADDRESS *(street address being used to claim Local Preference, including zip code):*

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since _____.

(Insert date)

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

Signature *(Must be same person as person signing the Proposal)*

Print Name/Title

Subscribed and sworn to before me

This _____ day of _____ 20_____

(Signature of Notary Public)

My commission expires: _____

The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Proposer's Local Preference claim.

**GENERAL SERVICES CONTRACT
CONTRACT NO. 0118-2600**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and ***[insert full legal name of Contractor, include state where formed if Contractor is anything other than an individual person]*** ("Contractor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. Contractor will provide Cured in Place Pipe Lining and associated services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract.

Section 2. Reserved.

Section 3. Fee(s).

For the services provided under this Contract, CITY will pay CONTRACTOR Fees based upon the Fee/ Rate Schedule attached hereto as Exhibit B

Unless the Exhibits specifically provides for reimbursement of expenses, the Fees described herein will be CONTRACTOR's sole compensation for the services to be provided. If the Exhibits specifically provide for reimbursement of expenses, such expenses must be commercially reasonable. Except for any reimbursable expenses specifically authorized by Exhibit, CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Contractor is not valid, within 30 days after receipt the City will provide notice to the Contractor identifying the deficiencies.

Section 5. Standard of Performance. Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, Contractor will comply with the requirements of Florida Statutes Section 119.0701, which may include the following:

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Providing the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meeting all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Contractor upon termination of this Contract for any reason, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When such records are stored electronically, providing the City all records stored electronically in a format that is compatible with the City's information technology systems.

Section 8. Effective Date and Term. The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is one year, commencing on the Effective Date. The City will have the option to renew this Contract for up to 4 Terms of one-year each, by providing Contractor written notice at least 60 days before the end of the current Term.

If this Contract specifically provides that some or all of Contractor's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Contractor's material breach after notifying Contractor to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Contractor will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by Contractor in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed,

the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services. If the notice of material breach issued by the City pursuant to the preceding Section so directs, Contractor will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. Indemnification. Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons employed or use by Contractor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance. Contractor will provide and maintain at Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Contractor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If Contractor wishes to claim an exemption from worker's compensation insurance requirements, Contractor will notify the Risk Manager in writing on Contractor's official letterhead.

(2) Liability Insurance, including (i) **Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Contractor and any other interests, including but not limited to any associated or subsidiary companies

involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy shall provide coverage to Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) Proof of Insurance. Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Contractor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates. The certificates will also contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451"

If requested by the City, Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Subcontractors' Insurance. Each of Contractor's subcontractors will be required to provide insurance in substantially similar form to the insurance required of CONTRACTOR above based on services provided.

(d) Cancellation; Replacement Required. Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Contractor's prior knowledge Contractor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right or replace the canceled policy at Contractor's expense of Contractor fails to do so.

(d) Termination of Insurance. Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Contractor has received written notification from the Risk Management Division of the City that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Contractor if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Contractor's failure to obtain insurance coverage.

Contractor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

Section 13. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, **[delete the following yellow-highlighted clause if no fax is provided]** transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:
Kimberly Dixon, Engineer II
Daytona Beach Utilities
125 Basin St., Suite >
Daytona Beach, FL 32114
Fax: 386-671-5963

To Contractor:

Fax: _____

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel. **[Delete the following sentence if non-applicable]** In order to induce the City into entering this Contract, Contractor represents that **[insert name**

and title] will generally perform or directly supervise the tasks assigned to Contractor herein, and that Contractor will not replace **[insert name]** without the City's prior written approval. Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities. The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a)

procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the City's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Contractor will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Contractor.

(d) Truth in Negotiations Certificate. Contractor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of Contractor's services under this Contract.

(f) Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Contractor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) Authority to Bind Contractor. The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

(n) Incorporation of RFP and Proposal. The City's Request for Proposals 0118-2600, and the Contractor's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the Purchasing Agent. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

(o) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

CONTRACTOR

By: _____
Derrick L. Henry, Mayor

By: _____
Printed Name: _____

Date: _____

Title: _____
Date: _____

Attest: _____
Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

EXHIBIT A: Scope of Services

EXHIBIT B

COMPOSITE EXHIBIT C

is incorporated by reference and will remain on file in the Office of the Purchasing Agent