

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM
DATE 7/23/12 ^{7C}

Meeting Date: July 23, 2012

Public Hearing Ordinance Resolution Motion

Demandstar Broadcast Date: May 12, 2012

Item: E-Bid #20120051 - Installation of Injection Well Pump No. 5 at Westport Wastewater Treatment Plant

Recommended Action:

Approval of Award and Contract Documents with Intercounty Engineering, Inc. for the Installation of Injection Well Pump No. 5 located at the Westport Wastewater Treatment Facility in the amount of \$26,296.00. Contract period is fifty five (55) calendar days with no option for renewal.

Exhibits: Department memo attached [X] yes [] no

Copies of the E-Bid Specifications and all Addenda, Responses from bidders, tabulation report, sign in sheets and all related documents.

Summary Explanation/Background Information: An E-Bid was issued on May 12, 2012 to the five (5) Contractors who hold a Master Contract for Wastewater Collection System Construction to install an injection well pump that has been purchased by the City through a previous e-bid. One (1) proposal was received on June 14, 2012 from Intercounty Engineering, Inc. in the amount \$26,296.00. The Utilities Department has reviewed the proposal and recommends City Council approve this request. Local Preference did not apply to this bid. The Contract period is fifty five (55) calendar days.

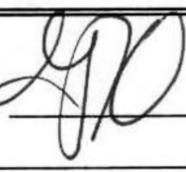
Purchase is budgeted in the 438 Fund.

Expenditure: **\$26,296.00**

Department requests expenditure from the following:

Fund	438	Renewal & Replacement Fund
Cost Center	3512	Westport Wastewater treatment Facility Operations
Object Code	563000	Improvements O/T Building
Project	00000	n/a

Director of OMB concurs with award: 

City Manager concurs with award: 

Department requests -0- minutes to make a presentation.

Submitted by: Jesus Merejo

Date Submitted: 7/16/2012
RECEIVED
JUN 16 2012

Title: Utility Director

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Cheryl Shanaberger, MPA, CPPO Deputy Director of OMB
FROM: Jesus A. Merejo, Utility Systems Department Director 
SUBJECT: Westport WWTF Injection Well Pump No. 5 – Pump Installation
DATE: July 12, 2012

Background: The City's Westport Wastewater Treatment Facility (WWTF) has a permitted treatment capacity of 6 MGD. Typically, the plant treats raw wastewater to meet State of Florida reuse water quality standards. Reuse quality water produced at the plant is sold to several locations within the City that are permitted to accept reuse water for irrigation. However, during wet weather periods when the permitted locations have no need for irrigation water, the effluent water is disposed of down an on-site injection well.

WWTF Deep Injection Well: The Westport injection well system currently has a permitted capacity of 9 MGD. Flow spikes at the plant occasionally exceed this capacity and the abilities of the four existing pumps.

Proposed Project: The purpose of this project is to receive and install the fifth injection well pump for the Westport Wastewater Treatment Facility's (WWTF) injection well pumping station. The fifth pump was purchased under a separate contract through a pump vendor and that vendor will deliver the pump to Westport. The addition of this pump will allow the system to be re-permitted to operate at 12.0 MGD. Purchase of this pump will also add to the redundancy and reliability of the Westport WWTF.

Bids for installation of the pump were solicited from the City's master list of contractors by the City's Office of Management and Budget (OMB). Only one bid response was received and it includes the following:

Contractor	Bid Amount - \$
Intercounty Engineering, Inc.	\$26,296.00

Cheryl Shanaberger
July 12, 2012

After review of the bid submittal, it is the recommendation of the Utility Systems Department that the project be awarded to Intercounty Engineering, Inc. for \$26,296. The scope of this award will include:

- Receiving and off-loading of the pumps from the pump vendor at the Westport site
- Installation of the pump
- Pump Testing
- Shop drawing submittals

Funds for this project are available under 438-3512-563000-00000.

If you have any questions, or need additional information, please let me know.

Attachments: *City of Port St. Lucie, Installation of Injection Well No. 5 at Westport Wastewater Treatment Facility, OMB Bid Tabulation*

c: Bradley E. Macek, Assistant Utility Systems Director
Laney Southerly, P.E., Engineering Manager
Jeanette Thompson, Manager of Budget and Procurement
Richard M. Schoenborn, P.E., Civil Engineer
File: 18.0005

CITY OF PORT ST. LUCIE
CONTRACT #20120051

This CONTRACT, executed this ____ day of _____, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipality of the State of Florida, hereinafter called "City" party of the first part, and **Intercounty Engineering, Inc.**, 1925 NW 18th Street, Pompano Beach, Florida 33069, Telephone (954) 972-9800 Fax (954) 974-0042, hereinafter called "Contractor," party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows in accordance with Master Contract #20080097:

PROJECT SUPERVISOR

As used herein the Project Supervisor shall mean Rich M. Schoenborn, P.E., City of Port St. Lucie Utility Systems Department, may be reached at 772-873-6400.

NOTICES

City Project Supervisor:	Rich M. Schoenborn, P.E. City of Port St. Lucie Utility Systems Department 900 SE Ogden Lane Port St. Lucie, Florida 34983 Telephone: 772-873-6400 Fax: 772-873-6405 Email: rschoenborn@cityofpsl.com
City Contract Specialist:	Robyn Holder, CPPB City of Port St. Lucie Office of Management & Budget 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: 772-871-5223 Fax: 772-871-7337 Email: rholder@cityofpsl.com
Contractor:	Maurice A. Hynes, President Intercounty Engineering, Inc. 1925 NW 18th Street Pompano Beach, Florida 33069 Telephone: 954-972-9800 Fax: 954-974-0042 Email: mahynes@intercountyengineering.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work which the Contractor has agreed to perform pursuant to the E-Bid Specifications, all Addenda, Attachments A & B, Appendix A - C, all PSLUSD Standards Manual 2010 Edition, PSLUSD Standard Details, Qualified Products List, and all associated permits are made a part of this Contract for the Installation of Injection Well Pump No. 5 located at Westport Wastewater Treatment Facility entitled E-Bid #20120051.

**SECTION II
TIME OF PERFORMANCE**

The Contract Period start date will be _____ and will terminate fifty five (55) calendar days later for final completion on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

Written requests shall be submitted to the Engineer for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis at twenty six thousand two hundred ninety six (\$26,296.00) dollars as identified on Schedule A attached hereto and made a part hereof to this Contract, which includes the one time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made net thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, City will promptly issue a final certificate stating that the work provided for in this Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be

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paid to the Contractor Net thirty (30) calendar days after the date of said final certificate. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications, and any liquidated damages assessed against the Contractor.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the twentieth (20th) day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Supervisor as required under Section XII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required under this Contract are in accordance with the e-bid made by the Contractor pursuant to the Invitation to E-Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said e-bid, and all documents promulgated by the City for inviting e-bids are, by reference, made a part hereof as if set forth in full herein.

SECTION V INDEMNIFICATION / INSURANCE / BONDS

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole cost and expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein below. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

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The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should the scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the CITY. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and Contract #20120051 for Installation of injection Well No. 5 at the Westport Wastewater Treatment Facility shall be listed as additionally insured**". The policy shall be endorsed to grant the City of Port St. Lucie thirty (30) days notice of any adverse changes, cancellation or non-renewal of coverage thereunder. Said liability

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insurance must be acceptable to and approved by the City as to the form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above described limits, the Contractor shall be required, upon receipt of a thirty (30) day written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than five hundred thousand dollars (\$500,000) each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

All deductible amounts shall be paid for and be the responsibility of the Contractor and/or any subcontractor for any and all claims under this Contract.

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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The Payment and Performance Bonds may be an alternate security as per Florida Statutes Section 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will also accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, and so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence before starting the work involved in the change.

SECTION VIII COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of this Contract. All materials furnished and works done are to comply with all local state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. Part 35.151.

SECTION IX CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of the Contractor's equipment and any excess materials, and put the work area in a neat, clean and sanitary condition.

**SECTION X
ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

**SECTION XI
NOTICE OF PERFORMANCE**

When required materials have been delivered and the required work has been performed, the Contractor shall submit a request for inspection in writing to the Project Supervisor.

**SECTION XII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material have been delivered or the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with the terms and conditions of the Contract Documents and that the material and work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter, the Contractor shall be entitled to payment, as described in Section III. If the Project Supervisor is not satisfied with what is revealed by the inspection, he/she shall as promptly as practicable inform the parties hereto of the specific items or matters that must be addressed. The Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Supervisor. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

**SECTION XIII
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications referenced herein, the terms of this Contract and Specifications shall apply. If there is a conflict between the Contract and Specifications, the terms and conditions contained in the Contract shall control.

The City shall be listed as an original Owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

**SECTION XIV
LICENSING**

The Contractor warrants that they possess all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his/her license(s) and certificates are current and will be maintained throughout the duration of this Contract.

**SECTION XV
SAFETY PRECAUTIONS**

Precaution shall be exercised at all times for the protection of all persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

**SECTION XVI
ASSIGNMENT**

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

**SECTION XVII
TERMINATION, DELAYS, INCENTIVES AND LIQUIDATED DAMAGES**

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to continue performing the tasks required under the Contract. Upon such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred by the City in its completion of the work. The City may also, in the event of such termination, obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred for such delivery of materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time frame described in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City **five hundred dollars (\$500.00)** as fixed, agreed and liquidated damages for each calendar day of delay until the

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work remains uncompleted. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount due as liquidated damages for any delay.

C. **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, in the City's sole discretion, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XVIII LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the terms of this Contract shall be in St. Lucie County, Florida.

SECTION XIX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials are suspected to be defective, improperly applied, and/or not in compliance with the Contract Specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XX OWNER-FURNISHED PRODUCTS

The City may pre-purchase various materials as deemed beneficial to the City on behalf of the Contractor for use on the project. The Contractor is responsible for arranging delivery to the site. The Contractor shall be responsible for ordering the materials and all appurtenances needed for the project even though purchase is through the City. The

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Contractor will request the material; sign for material delivered and will be responsible for the acceptance, storage, handling, security and protection from damage or theft of the material from the time of delivery. The Contractor is responsible for any and all restocking fees of material that they have ordered.

**SECTION XXI
FIELD CHANGES**

The Project Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extension of the Contract Time. Such changes shall be effected by written order and signed by the Office of Management & Budget, the Project Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

**SECTION XXII
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St. Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXIII
RENEWAL OPTION**

Not applicable to this Contract

**SECTION XXIV
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior written or oral statements of any official or other representative of the City. Any such statements shall be of no force or effect not be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

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IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of **Intercounty Engineering, Inc.**

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____ Identification No. _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires: _____.

(seal)

SCHEDULE A

	Description	Quantity	Units	Unit Cost	Total Cost
1	<u>Pump Off-Loading, Storage, and Installation:</u> This pay item includes all labor and materials for the receiving and off loading of the pump and electric motor unit, covering, storage and installation of the units in the injection well pump station. Also included, is transport to a location on the Westport site and off-loading for proper storage, if the injection well pump station site is not ready for installation of the pump.	1	LS	\$2,490.00	\$2,490.00
2	<u>Construction and Testing of Discharge Piping:</u> This pay item includes all labor, materials for the construction of Injection Well Pump No. 5 including all pipe, tubing, fittings, valves, gauges, spool pieces, restraints, supports, coatings, testing, concrete, reinforcements steel, harness couplings, and all other appurtenances, items and incidentals necessary for the complete installation, start-up and operation of the pre-purchased injection well pump as described in the Contract Documents.	1	LS	\$23,796.00	\$23,796.00
3	Indemnification Fee	1	LS	\$10.00	\$10.00

Total Amount: \$26,296.00

User: Holder, CPPB, Robyn

Organization: City of Port St. Lucie - Office of Management and Budget

Logout | Help

DEMANDSTAR
by **ONVIA**

My DemandStar Buyers Account Info

Log Bid [View Bids] Log Quote View Quotes Supplier Search Build Broadcast List Reports

Tabulation Sheet

Agency Name City of Port St. Lucie - Office of Management and Budget
 Bid Number EBID-20120051-0-2012/RH
 Bid Name Installation of Injection Well No. 5 at Westport Wastewater Treatment Facility
 Bid Due Date 6/14/2012 3:00:00 PM Eastern time
 Bid Opening **Closed**

1 total response found.

✓ online, ☒ offline, ● not submitting, ⓧ not received

Company ▲	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete								
1. Intercounty Engineering, Inc	6/14/2012 2:33:28 PM	1925 NW 18th St Pompano, FL 33069	\$26,296.00	\$0.00	Bid Reply Checklist Subcontractor List Drug Free Workplace Form Current Certificate of Insurance Florida Trench Safety Compliance Sheet License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond - 5%	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.



(Select a Planholder) Add a Planholder Edit Planholders...

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.



Include Non-Compliant Supplier details

Publish as PDF Bid Documents...

E-Bid Opening
E-BID #20120051
Installation of Injection Well No.5 at WPWWTF
June 14, 2012 @ 3:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL - OMB	Rholder@Cityofpsl.com	T 871-5223 F 871-7337
2.	RICH O'HENRION	City of PSL - LISD		T F
3.	Julia Gill	City of PSL		T 871-5223 F
4.				T F
5.				T F
6.				T F
7.				T F
8.				T

E-Bid #20120051
 Westport Wastewater Treatment Facility
 Injection Well Pump No. 5 Installation
 Bid Form - Schedule A

Company Name: Intercountry Engineering, Inc.

	Description	Quantity	Units	Unit Cost	Total Cost
1	<u>Pump Off-Loading, Storage, and Installation</u> This pay item includes all labor and materials for the receiving and off loading of the pump and electric motor unit, covering, storage and installation of the units in the injection well pump station. Also included, is transport to a location on the Westport site and off-loading for proper storage, if the injection well pump station site is not ready for installation of the pump.	1	LS	\$2,490.00	\$2,490.00
2	<u>Construction and Testing of Discharge Piping</u> This pay item includes all labor, materials for the construction of Injection Well Pump No. 5 including all pipe, tubing, fittings, valves, gauges, spool pieces, restraints, supports, coatings, testing, concrete, reinforcements steel, harness couplings, and all other appurtenances, items and incidentals necessary for the complete installation, start-up and operation of the pre-purchased injection well pump as described in the Contract Documents.	1	LS	\$23,796.00	\$23,796.00
3	Indemnification Fee	1	LS	\$10.00	\$10.00
Total Bid Amount (In Numbers):					\$26,296.00

Total Bid In Words: Twenty Six Thousand Two Hundred Ninety Six Dollars and zero cents.

NOTES

- Contractor shall furnish and install bid items 1 through 3 for a complete and operational Injection Well Pump No. 5 in accordance with the contract documents.
- The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by lessing out those items not included in the award.

Installation of Injection Well Pump No.5
at Westport Wastewater Treatment Facility

1. COMPANY NAME: Intercounty Engineering, Inc

DIVISION OF: N/A

PHYSICAL ADDRESS: 1925 NW 18th Street

MAILING ADDRESS: 1925 NW 18th Street

CITY, STATE, ZIP CODE: Pompano Beach, Florida 33064

TELEPHONE NUMBER: (954) 972-9800 FAX NO. (954) 974-0042

CONTACT PERSON: MAURICE A. Hynes E-MAIL: mahynes@intercountyengineering.com

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

Is the firm incorporated? Yes No If yes, in what state? Florida

Maurice A. Hynes
President

H. Patricia Hynes
Vice President

Maurice A. Hynes
Treasurer

How long in present business: 18 years How long at present location: 18 years

Is firm a minority business: Yes- No Does firm have a drug-free workplace program: Yes No
If no, is your company planning to implement such a program? _____

3. ADDENDUM ACKNOWLEDGMENT - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. VENDOR'S LIST - If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

Installation of Injection Well Pump No. 5 at WPWWTP

aspects of construction may not be allowed to occur until after these permits have been obtained. All permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer or City with successful Bidder(s) application for final payment. All permit fees shall be included in the Contract amount and paid by the successful Bidder(s).

26. **INSURANCE REQUIREMENTS:** Bidder(s) are required to submit a copy of their current insurance certificates with the E-Bid Reply Sheet #20120051. Insurance requirements are defined in Master Contract #20080097 and the sample contract included in this E-Bid.
27. **W-9 TAXPAYER IDENTIFICATION FORM:** The successful Bidder(s) will be required to file a W-9 Taxpayer Identification Form with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

Balance of page left intentionally blank

5. BID RESPONSE:

5.1 Bidder will will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: 0.00 %

5.3 Bid Reply Sheet Total from Schedule "A": \$ 26,296.00

5.4 Bidder may offer to the City a project completion date of less than fifty five (55) calendar days for final completion. All offers less than fifty five (55) calendar days may be a consideration for award.

N/A Calendar days

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City make no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warranties unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. LIST OF SUBCONTRACTORS:

(Add lines if necessary)

7. INSURANCE CERTIFICATES LICENSE - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

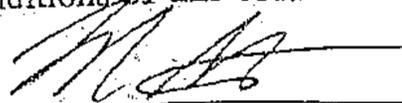
8. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date the City Council executes the motion to award the bid.

9. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

10. CERTIFICATION

This bid is submitted by: Name (print) Maverick D. Hayes who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive

Installation of Injection Well Pump No. 5 at WPWWTP
bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.



Signature *Marie A. Agnes* Date *6/14/2012*

11. Bidder has read and accepts the terms and conditions of the City's standard Contract:



Signature *Maurice A. Hyves* Title *President*

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

Balance of page left intentionally blank

FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Installation of Injection Well No. 5 at Westport Wastewater Treatment Facility

Project Location: Port St. Lucie, Florida

Project Number: 20120051

Project Location: 3721 SW Darwin Blvd. - See Plans

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard (OSHA) 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

0.00 Dollars
(Written)

\$0.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Intercounty Engineering, Inc
(Company-Contractor)

By: [Signature]
(President's Signature) MARCELO A. HIGUER
(President's Typed or Printed Name)

Sworn to and subscribed before me in Broward County, Florida on the 14 day of June, 2012.

Cynthia K. Cardenas
NOTARY PUBLIC



CYNTHIA K. CARDENAS
MY COMMISSION # EE 100133
EXPIRES: June 5, 2015
Bonded Thru Budget Notary Services

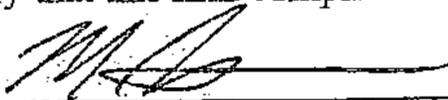
FORMS

DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that
Intercounty Engineering, Inc. does:
(name of business)

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

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


Contractor's Signature Maurice A. Hayes

6/14/2012
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2011

PRODUCER (305)822-7800 FAX (305)558-4294
Collinsworth, Alter, Fowler & French LLC
8000 Governors Square Blvd
Suite 301
Miami Lakes, FL 33016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Intercounty Engineering, Inc.
1925 NW 18th Street
Pompano Beach, FL 33069

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Trust Insurance Co	
INSURER B: FCCI Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL00101662	04/13/2011	04/13/2012	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	UMB0012153	04/13/2011	04/13/2012	EACH OCCURRENCE \$ 2,000,000
					AGGREGATE \$ 2,000,000
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	001WC11A65736	01/01/2012	01/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 100,000
					E.L. DISEASE - EA EMPLOYEE \$ 100,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

A Standard 30 day notice of cancellation is provided, except 10 days for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
David Alter/VICKY

David Alter

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2011

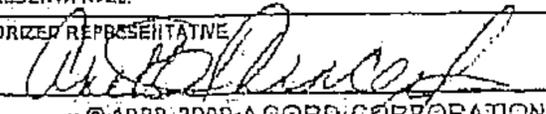
PRODUCER State Farm Insurance Brice B. Brown Ins Agency 611 S. Federal Hwy Ft. Lauderdale, FL 33301 	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Intercounty Engineering, Inc. 1925 NW 18th Street Pompano Beach, FL 33069	INSURER A: State Farm Mutual Automobile Insurance Company 26170	25178
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COM/OP AGG	\$
							\$
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	778 4416-008-59	10/08/2011	04/00/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS	OTH-ER
						E.L. BASH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---------------------------	--

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Intercounty Engineering, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 1925 NW 18th Street		Requester's name and address (optional)
City, state, and ZIP code Pompano, FL 33069		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
6	5	-	0	4	9	5	3	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding, because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 6/14/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND #BB03431

KNOW ALL MEN BY THESE PRESENTS, that we
Intercounty Engineering, Inc.
1925 NW 18 Street
Pompano Beach, FL 33069

as Principal, hereinafter called the Principal, and
International Fidelity Insurance Company
One Newark Center, 20th Floor, Newark, NJ 07102
a corporation duly organized under the laws of the State of NJ as Surety, hereinafter called the Surety, are held and firmly
bound unto City of Port St. Lucie
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid _____ Dollars (\$.5%), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

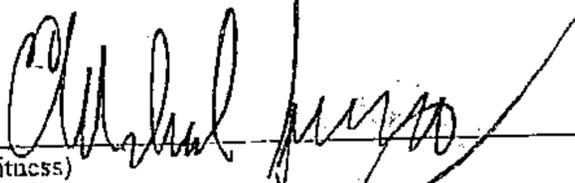
WHEREAS, the Principal has submitted a bid for Installation of Injection Well Pump No. 5 at
Westport Wastewater Treatment Facility

(Here insert full name, address and description of project)

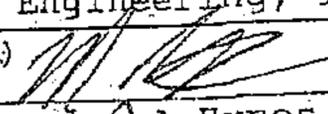
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige
in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14 day of June

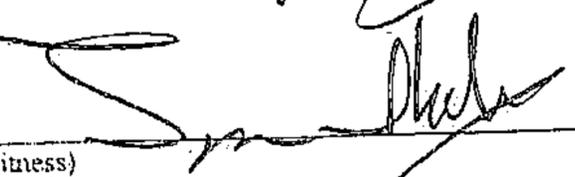
2012


(Witness)

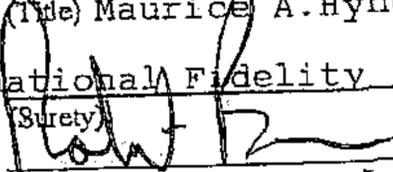
Intercounty Engineering, Inc.

(Principal)  (Seal)

(Title) Maurice A. Hynes President


(Witness)

International Fidelity Insurance Company

(Surety)  (Seal)

(Title) Robert Barra Attorney In Fact

AIA DOCUMENT A310 BID BOND AIA © FEBRUARY 1970 ED THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

Bob Barra Bonds, Inc.
9373 West Sample Road, Ste 206
Coral Springs, FL 33065
954-255-9855 fax 255-9857

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

ROBERT BARRA

Coral Springs, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Handwritten Signature]
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Handwritten Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14 day of June 2012

[Handwritten Signature]
Assistant Secretary

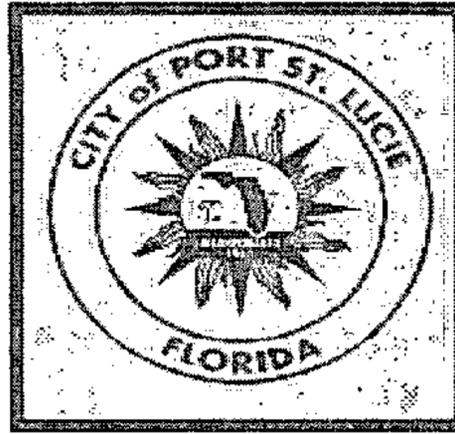
Installation of Injection Well Pump No. 5
at Westport Wastewater Treatment Facility

Name of Bidder: Intercounty Engineering, Inc.

This checklist is provided to assist bidders in the preparation of their e-bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their e-bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to E-Bid in its entirety.

- Drug-Free Workplace Form uploaded to Demandstar
- Trench Safety Act Form uploaded to Demandstar
- 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)
- E-Bid Reply Sheet #20120051 uploaded to Demandstar
- E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- All pricing has been mathematically reviewed and all corrections have been initialed.
- All price totals have been thoroughly checked.
- Each E-Bid Addendum (when issued) is acknowledged.
- Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar
- Copy of License uploaded to Demandstar
- Reviewed the Contract and accept all City Terms and Conditions

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET



CITY OF PORT ST. LUCIE

**Installation of Injection Well Pump No. 5
at Westport Wastewater Treatment Facility
Port St. Lucie, Florida**

**Sealed Electronic Bid # 20120051
(E-Bid)**

Prepared by:
Robyn Holder, CPPB
City of Port St. Lucie
Office of Management & Budget
772-344-4293
rholder@cityofpsl.com

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• Attachment A - Technical Specifications, prepared by the Utility Systems Department dated March 21, 2012, pages 1 - 78.	
• Attachment B – Construction Drawings, pages 1 - 5.	
• Appendix A - PSLUSD Utility Standards Manual (see website: www.cityofpsl.com).	
• Appendix B - PSLUSD Utility Standards Detail (see website: www.cityofpsl.com).	
• Appendix C - PSLUSD Qualified Products List (see website: www.cityofpsl.com).	
• E-Bid Reply Excel Spreadsheet, page 1.	

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NOTE: THIS REQUEST FOR AN E-BID IS ONLY FOR THE FOLLOWING

CONTRACTORS WHO HOLD MASTER CONTRACTS WITH THE CITY UNDER MASTER CONTRACT #20080097:

- **Felix Associates, LLC**
- **Garney Construction**
- **Ric-Man International, Inc.**
- **Melvin Bush Construction, Inc.**
- **Intercounty Engineering, Inc.**

INVITATION TO E-BID

Sealed E-Bid #20120051 for the Installation of the Injection Well Pump No. 5 at the Westport Wastewater Treatment Facility will be received by the City of Port St. Lucie ("City"), in the Office of Management & Budget, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **3:00:00 PM on June 14, 2012.**

SCOPE OF WORK:

The project work shall include all labor and materials including all pipe, tubing, fittings, valves, gauges, spool pieces, restraints, coatings, testing, concrete, reinforcing steel, harness couplings and all other appurtenances, items and incidentals necessary for the complete installation, start-up and operation of the pre-purchased injection well pump as shown and indicated on the project drawings and these specifications. Contractor's installation work also includes pick-up and transport of the pump from an on-site storage location to the Injection Well Pump Station.

All work and materials for this project, including pick-up, transport, and installation of the pre-purchased Injection Well Pump No. 5, shall conform to the City of Port St. Lucie, Utility Systems Department specifications-latest edition, the City of Port St. Lucie, Utility Systems Department Qualified Products List (QPL)-latest edition and City of Port St. Lucie Codes, and these contract documents. All materials provided by the Contractor for the project shall be new. Contractor shall submit three (3) sets of shop drawings for all materials used on this project as well as a project schedule at the time of the preconstruction meeting.

All items not specifically covered in the bid reply sheet are considered to be incidental to other pay items in the contract. Also, any item not covered in the attached specifications shall be covered under the City of Port Saint Lucie Utility Systems Department Utility Standards Manual.

Contract period is estimated at forty five (45) calendar days for substantial completion and fifty five (55) for final completion.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2003. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

Installation of Injection Well Pump No. 5 at WPWWTP

A Pre-Bid Conference for all Bidders will be held in the Office of Management & Budget Conference Room #390, Building A, located at 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, on **May 23, 2012 beginning at 1:30 pm**. At this time, the specifications and other bidding documents will be explained, and questions regarding the project will be discussed.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five percent (5%) of the bid total, made payable to the City of Port St. Lucie. The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond must be received within **three (3) business days** of the opening for the bid to be considered.

The City reserves the rights to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take such other action as serves the best interests of the City. It is the Bidder's responsibility to insure that bids are uploaded in a timely manner prior to the date and time specified above. Receipt of a bid in any other manner does not satisfy this requirement.

NOTE: THE CITY MAY NOT ACCEPT PROPOSALS FROM FIRMS, THAT HAVE HAD ADVERSARIAL RELATIONSHIPS WITH THE CITY OR FIRMS THAT HAVE REPRESENTED ENTITIES THAT HAVE HAD ADVERSARIAL RELATIONSHIPS WITH THE CITY. THIS INCLUDES THE FIRM, EMPLOYEES AND FINANCIAL OR LEGAL INTERESTS.

E-Bid Documents required for the project include the following:

1. E-Bid Specifications – Pages 1 – 32.
2. E-Bid Reply Sheet #20120051 – Pages 12 - 15 (included in E-Bid).
3. E-Bid Reply Excel Spreadsheet – Page 1 (not included in E-Bid).
4. Attachments

Attachments that are required (not included in this document)

- Attachment A - Technical Specifications prepared by the Utility Systems Department dated March 21, 2012, pages 1 - 78 (not included in E-Bid)
- Attachment B – Construction Drawings, pages 1 - 5 (not included in E-Bid).
- Appendix A - Utility Standards Manual (see website: www.cityofpsl.com).
- Appendix B - Utility Standard Details (see website: www.cityofpsl.com).
- Appendix C - Qualified Products List (see website: www.cityofpsl.com).

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INSTRUCTIONS TO BIDDERS

1. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS:** Before submitting e-bids, each Bidder(s) shall visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

2. **SITE EXPLORATIONS:** Each Bidder may explore the site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of an E-Bid. Failure to conduct site explorations shall not be cause for additional compensation.
3. **QUESTIONS:** Submit all questions regarding the Contract Documents, in writing, to Robyn Holder, CPPB in the City of Port St. Lucie Office of Management & Budget, 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984, Phone (772) 344-4293, Fax (772) 871-7337 or email at rholder@cityofpsl.com. The City will not be responsible for oral clarification of questions. Questions received after **June 6, 2012** may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Holder is the only individual authorized to represent the City. The Department is not to be contacted for any reason during the bidding process.

Questions submitted to any other person in any department, including the Mayor, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by statement of the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

4. **SUBSTITUTIONS:** The last day for written requests for consideration of substitutions is June 6, 2012. Written request should be sent to Robyn Holder, CPPB in the Office of Management and Budget at fax number (772) 871-7337 or email at rholder@cityofpsl.com. Requests shall describe the product under consideration, including all data necessary to demonstrate acceptability. If the substitution is approved, an addendum will be issued to all Bidder(s) of Record, describing such.
5. **ADDENDA:** The City may revise or amend the Contract Documents prior to E-Bid Opening by Addenda. Any Addenda issued shall be binding as if originally written in the Contract Documents. Receipt of all Addenda must be acknowledged on the E-Bid Reply Forms. It is the responsibility of the Bidder(s) to ensure they have received all Addenda.
6. **PREPARATION OF BIDS:** The Bidder(s) shall complete and return the submittal requirements as in item seven (7) below. The City will not be responsible for any costs incurred by any Bidder(s) in the preparation of the bid.

7. **BID SUBMITTAL:** The Bid submittal requirements are summarized below.

- A. Request E-Bid Specifications, #20120051 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the E-Bid Reply Excel Spreadsheet and save to your hard drive, program is in Excel Office 2003 Professional. Enter unit prices on the E-Bid Reply Excel Spreadsheet and save.
- C. Download and complete company information on E-Bid Reply Sheet #20120051, Trench Safety Statement, Drug Free Workplace Form, and Checklist.
- E. Enter total price on E-Bid Reply Sheet #20120051. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel spreadsheet, the amount listed on Demandstar web page, and the E-Bid Reply Sheet #20120051 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.
- D. Sign the E-Bid Reply Sheet #20120051 where indicated.
- G. Upload and submit the E-Bid Reply Sheet #20120051, E-Bid Reply Excel Spreadsheet, Bid Bond, Trench Safety Affidavit, Current Certificate of Insurance, W-9 form, Drug Free Workplace Form and the Checklist onto Demandstar by the due date and time.
- H. Upload and submit a copy of your license for this type of construction work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

8. **BID SECURITY BOND:** All Bids shall include a Bid Security payable to the City of Port St. Lucie, Florida, in the amount of five percent (5%) of the total bid price. Security shall be either certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". This must be scanned and uploaded at the time of the submittal then mailed to the City immediately after the opening. Thus showing evidence that a Bid Bond was obtained. The Bid Bond (or other form of security) **MUST** be received within **three (3) business days** after the opening for their bid to be considered even if they are not the apparent low bidder.

The accepted Bidder's security will be retained until execution of the Contract. The City will retain the remaining Bidders' security until a Contract has been executed, or until ninety (90) calendar days after the bid opening date, whichever is shorter.

9. **AVAILABILITY OF FUNDS:** The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for this project by the City of Port St. Lucie.

10. **DISQUALIFICATIONS:** The City may disqualify any Bidder(s) and reject the Bidder's proposal or proposals for any of the following reasons:

- A. The submission of more than one proposal for the same work from an individual firm, or corporation under the same or a different name.

Installation of Injection Well Pump No. 5 at WPWWTP

- B. Evidence that one Bidder(s) has a financial interest in the firm of another Bidder(s) for the same work.
 - C. Evidence of collusion among Bidders. The City will not recognize a participant in such collusion as a Bidder(s) for any future work of the City until the City reinstates such participant as a qualified Bidder(s).
 - D. Failure to qualify in accordance with the City of Port St. Lucie Utility Systems Department Specifications.
 - E. Uncompleted work on other projects that, in the judgment of the City, could hinder or prevent the prompt completion of the proposed work.
 - F. Failure to pay or satisfactorily settle all bills due for labor and material on other contracts in force at the time of advertisement for bids.
 - G. Default under a previous contract.
 - H. Employment of unauthorized aliens in violation of Section 27A (e) of the Immigration and Nationality Act.
 - I. Falsification on any form required by the City.
 - J. The submission of a proposal that was not issued by the City.
 - K. Failure to maintain insurance requirements throughout the life of the contract.
11. **PUBLIC OPENING OF E-BIDS:** E-Bids will be publicly read at the time and place set forth in the Invitation to E-Bid, or as modified by Addenda. The City reserves the right to extend the e-bid opening date when no responses or only one (1) response is received.
12. **PUBLIC ENTITY STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
13. **LICENSES AND PERMITS:** The successful Bidder(s) shall secure and pay for all construction related licenses, permits, and inspection fees, except those specifically waived in the Contract Documents. Inspection fees imposed by the City of Port St. Lucie are not applicable to this project.
14. **OSHA COMPLIANCE:** Successful Bidder(s) shall agree that the application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.
15. **NON-DISCRIMINATION:** Successful Bidder's personnel are to be treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

16. **AWARD OF CONTRACT:** For the purpose of this award, each e-bid submitted shall be evaluated on the correct products of the estimated quantities shown on the E-Bid Reply Excel Spreadsheet, multiplied by their bid unit prices for the Total Bid. The City reserves the right to negotiate with each Bidder(s) to ensure the best value for the City of Port St. Lucie.

The award of the Contract, if it is awarded, will be to the Bidder(s) whose qualifications indicate the award will be to the best interest of the City, and who's Bid(s) shall comply with the requirements of the Contract Documents. In no case will the award be made until all necessary investigations have been made into the responsibility of the best value Bidders, and the City is satisfied that the Bidders are qualified to do the Work and have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City within the time specified.

The City may reject any bid where an investigation of the available information indicates a Bidder(s) is not the most qualified to perform the obligation of the Contract. The City may require a Bidder(s) to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- A. Have sufficient financial resources to complete the project.
- B. Can meet quoted delivery considering all other business commitments.
- C. Has a satisfactory record of performance.
- D. Has adequate staffing to fulfill requirements.
- E. Has the necessary production, technical equipment and facilities (or ability to readily obtain them).
- F. Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- G. The Bidder(s) is qualified and eligible to receive an award under applicable laws and regulations.
- H. Has bid within a competitive price range in relation to the needed goods, services or construction.
- I. The skill and experience demonstrated by the Bidder(s) in performing contracts of a similar nature.
- J. The Bidder's past performance with City.
- K. Has met all requirements of the solicitation (delivery, quality and price).
- L. Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- M. Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- N. Price: The element of price is but one of the criteria elements.
- O. Determine what bid provides the best value to the City.

P. City Ordinance Section 35.12 Local Preference will not apply.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date the successful Bidder(s) received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site. The start date of the Contract is defined within this Contract and may not be the same date as the award date.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the E-Bid Reply Excel Spreadsheet, the E-Bid Reply Sheet #20120051 and the figure entered on the Demandstar web page will be resolved in favor of the E-Bid Reply Excel Spreadsheet.

17. **CONTRACT TIME:** The Contract Period is estimated at forty five (45) calendar days for substantial completion and fifty five (55) for final completion. The successful Bidder(s) will be required to commence work under this contract within ten (10) calendar days after the date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the successful Bidder(s) agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Engineer for consideration of extension of completion time due to weather, strikes, unavailable materials, or other similar causes over which the successful Bidder(s) has no control. Requests for time extension shall be submitted immediately but in no event more than two (2) weeks after occurrence of conditions, which, in the opinion of the successful Bidder(s), warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the successful Bidder(s) control.
18. **PAYMENT TERMS:** Invoices shall be submitted one a month, by the twentieth (20th) day of the month, and payments shall be made net thirty (30) days from receipt of an acceptable invoice. Please note the City has implemented a Purchasing Card Program. The successful Bidder(s) can take advantage of this program and in consideration receive payment within several days instead of the City's policy of net thirty (30) Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero percent (0%) discount applies.

Bidder(s) are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder(s) to make this statement the City shall assume the purchase or Contract price shall be governed by the net thirty (30) ARI. All invoices and correspondence related to the contract must contain the City's contract number and purchase order or Visa authorization number.

19. **PAYMENT & PERFORMANCE BONDS:** The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect during the term of the Contract.

The Payment and Performance Bonds may be an alternate security as per Florida Statutes Section 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an

irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract. The City will not accept a company or personal check.

- 20. LIQUIDATED DAMAGES:** Provisions for liquidated damages are set forth in the Contract.
- 21. SUBCONTRACTORS, SUPPLIERS, AND OTHERS:** The successful Bidder(s) shall provide a listing of all Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City or Engineer who, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder(s) to submit an acceptable substitute without an increase in Bid price.
- If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any Subcontractor, Supplier, other person or organization listed and to whom City or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City and Engineer subject to revocation of such acceptance after the Effective Date of the Contract as provided in the General Requirements.
- 22. MODIFICATION AND WITHDRAWAL OF BIDS:** E-Bids may be modified or withdrawn prior to the due date and time. E-Bids are in a secure locked box that can only be accessed by the Bidder. Once the E-Bid is closed, the Bidder will no longer have access to the documents and cannot be modified or withdrawn.
- 23. TIE BID STATEMENT:** In the case of identical tie E-Bids, in accordance with Section 287.078, Florida Statutes, and preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more E-Bids, which are equal with respect to price, quality, and services received by the City for the procurement of commodities or contractual services, an E-Bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process. If appropriate for the e-bid, preference shall also be given to the Bidder with the least contract completion time.
- 24. PROJECT SCHEDULE:** The successful Bidder(s) shall submit to the Engineer/City a complete project schedule within seven (7) days prior to the execution of the Construction Contract. Said schedules shall be updated and resubmitted to the City on the twenty-fifth (25th) day of every month along with the successful Bidder(s) pay request. Pay Requests submitted without a revised Project Schedule will not be forwarded to the City for payment. The project schedule must be approved by the Engineer/City prior to Contract execution, and shall include, at a minimum, a detailed breakdown of the standard construction operations for the improvements. The submitted and approved schedule shall not change unless approved in writing by the Engineer. In the event a modification is approved to the schedule and additional inspections will be required, the additional cost shall be paid by the successful Bidder(s) to the City. The timing of payment shall be monthly. The successful Bidder(s) shall submit an update to the project schedule for the project on a monthly basis concurrent with the monthly draw request.
- 25. PERMITS:** It is the responsibility of the successful Bidder(s) to procure the permits required from the appropriate jurisdictional agencies to construct the project contained within this E-Bid Document. Certain

Installation of Injection Well Pump No. 5 at WPWWTP

aspects of construction may not be allowed to occur until after these permits have been obtained. All permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer or City with successful Bidder(s) application for final payment. All permit fees shall be included in the Contract amount and paid by the successful Bidder(s).

26. **INSURANCE REQUIREMENTS:** Bidder(s) are required to submit a copy of their current insurance certificates with the E-Bid Reply Sheet #20120051. Insurance requirements are defined in Master Contract #20080097 and the sample contract included in this E-Bid.
27. **W-9 TAXPAYER IDENTIFICATION FORM:** The successful Bidder(s) will be required to file a W-9 Taxpayer Identification Form with the City. This form must be submitted and received by the City's Finance Department before payment can be authorized.

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E-Bid Reply Sheet #20120051

**Installation of Injection Well Pump No.5
at Westport Wastewater Treatment Facility**

1. **COMPANY NAME:** _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: () _____ FAX NO. () _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE:** (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

President

Vice President

Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

5.3 Bid Reply Sheet Total from Schedule "A": \$ _____.

5.4 Bidder may offer to the City a project completion date of less than fifty five (55) calendar days for final completion. All offers less than fifty five (55) calendar days may be a consideration for award.

_____ Calendar days

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item offered shall be shown, and such price shall include all labor, materials, equipment and warranties unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will be presumed correct.

6. LIST OF SUBCONTRACTORS:

(Add lines if necessary)

7. INSURANCE CERTIFICATES LICENSE - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

8. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

9. CONTRACT - Bidder agrees to comply with all requirements stated in the specifications for this bid.

10. CERTIFICATION

This bid is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive

Installation of Injection Well Pump No. 5 at WPWWTP

bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Signature

Date

11. Bidder has read and accepts the terms and conditions of the City's standard Contract:

Signature

Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

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Reference Use Only- Use E-Bid Reply Excel Spreadsheet To Bid

Line Item #	Item Description	Unit Quantity	
1	Pump Off-Loading, Storage & Installation of Pump	1.00	LS
2	Construction and Testing of Discharge Piping	1.00	LS
3	Indemnification Fee	1.00	LS

NOTES:

1. Contractor shall furnish and install bid items 1 through 3 for a complete and operational Injection Well Pump No.5 in accordance with the Contract Documents.
2. The City reserves the right to award the bid items listed above in their entirety or partially. In the event that a partial list is awarded the City reserves the right to adjust the total bid amount by deducting out those items not included in the award.

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FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Name: Installation of Injection Well No. 5 at Westport Wastewater Treatment Facility

Project Location: Port St. Lucie, Florida

Project Number: 20120051

Project Location: 3721 SW Darwin Blvd. - See Plans

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard (OSHA) 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractor's are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

_____ Dollars _____
(Written) (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: _____
(Company-Contractor)

By: _____
(President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in _____ County, Florida on the ___ day of _____, 2012.

NOTARY PUBLIC

FORMS

DRUG-FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statutes, Section 287.087 hereby certifies that
_____ does:

(name of business)

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

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

Contractor's Signature

Date

FORMS

CITY OF PORT ST. LUCIE
CONTRACT #20120051

This CONTRACT, executed this _____ day of _____, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of the Contractor, address, telephone no. () _____ fax no. () _____*, hereinafter called "Contractor," party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows in accordance with Master Contract #20080097:

PROJECT SUPERVISOR

As used herein the Project Supervisor shall mean Rich M. Schoenborn, P.E., City of Port St. Lucie Utility Systems Department, may be reached at 772-873-6400.

NOTICES

City Project Supervisor: Rich M. Schoenborn, P.E.
City of Port St. Lucie Utility Systems Department
900 SE Ogden Lane
Port St. Lucie, Florida 34983
Telephone: 772-873-6400 Fax: 772-873-6405
Email: rschoenborn@cityofpsl.com

City Contract Specialist: Robyn Holder, CPPB
City of Port St. Lucie Office of Management & Budget
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: 772-871-5223 Fax: 772-871-7337
Email: rholder@cityofpsl.com

SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work which the Contractor has agreed to perform pursuant to the E-Bid Specifications, all Addenda, Attachments A & B, Appendix A - C, all PSLUSD Standards Manual 2010 Edition, PSLUSD Standard Details, Qualified Products List, and all associated permits are made a part of this Contract for the Installation of Injection Well Pump No. 5 located at Westport Wastewater Treatment Facility entitled E-Bid #20120051.

SECTION II
TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate _____ calendar days later for final completion on _____. The Contractor will be required to commence work under this Contract

Installation of Injection Well Pump No. 5 at WPWWTP

within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Supervisor until all work specified in the bid specifications has been rendered and completed to the full satisfaction of the City.

Written requests shall be submitted to the Engineer for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis at \$ _____ as identified on Schedule A attached hereto and made a part hereof to this Contract, which includes the one time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City will make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made Net thirty (30) days after the receipt of the Pay Request. Retainage will be held as per Florida Statutes Section 218.735 8(a)-(b) of ten percent (10%) on each invoice submitted. The City will make payment unless the City feels there are grounds for withholding the payment of Retainage. If the City makes payment of the Retainage to the Contractor then the Contractor shall timely remit payment of such Retainage to all subcontractors and suppliers attributable to the labor, services or material supplied. All remaining retained amounts will be released to the Contractor Net thirty (30) days after final completion of work and the City's acceptance of project. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each invoice. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, City will promptly issue a final certificate stating that the work provided for in this Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be paid to the Contractor Net thirty (30) calendar days after the date of said final certificate. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications, and any liquidated damages assessed against the Contractor.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the twentieth (20th) day of each month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting

Installation of Injection Well Pump No. 5 at WPWWTP

documentation, including any necessary partial release of liens, and is approved by the Project Supervisor as required under Section XII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required under this Contract are in accordance with the e-bid made by the Contractor pursuant to the Invitation to E-Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said e-bid, and all documents promulgated by the City for inviting e-bids are, by reference, made a part hereof as if set forth in full herein.

SECTION V INDEMNIFICATION / INSURANCE / BONDS

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole cost and expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein below. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should the scope of work performed by Contractor qualify

Installation of Injection Well Pump No. 5 at WPWWTP

its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the CITY. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20120051 for Installation of injection Well No. 5 at the Westport Wastewater Treatment Facility shall be listed as additionally insured"**. The policy shall be endorsed to grant the City of Port St. Lucie thirty (30) days notice of any adverse changes, cancellation or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by the City as to the form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above described limits, the Contractor shall be required, upon receipt of a thirty (30) day written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than five hundred thousand dollars (\$500,000) each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

All deductible amounts shall be paid for and be the responsibility of the Contractor and/or any subcontractor for any and all claims under this Contract.

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the Contract price. The City will execute the Contract, it being agreed and understood that the City will not be bound unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

The Payment and Performance Bonds may be an alternate security as per Florida Statutes Section 255.05 (7). In lieu of the bond the City will accept cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of Chapter 625. The City will also accept an Irrevocable Letter of Credit backed by a Certificate of Deposit. The City will be made beneficiary of the Irrevocable Letter of Credit and it will remain in effect for the entire length of the contract.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the

Installation of Injection Well Pump No. 5 at WPWWTP

performance of this contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order signed by the City Manager or his designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, and so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence before starting the work involved in the change.

SECTION VIII COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of this Contract. All materials furnished and works done are to comply with all local state and federal laws and regulations. Contractor will comply with the requirements of 28 C.F.R. Part 35.151.

SECTION IX CLEANING UP

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of the Contractor's equipment and any excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION X ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

SECTION XI NOTICE OF PERFORMANCE

When required materials have been delivered and the required work has been performed, the Contractor shall submit a request for inspection in writing to the Project Supervisor.

SECTION XII INSPECTION AND CORRECTION OF DEFECTS

Installation of Injection Well Pump No. 5 at WPWWTP

In order to determine whether the required material have been delivered or the required work was performed in accordance with the terms and conditions of the Contract Documents, the Project Supervisor shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with the terms and conditions of the Contract Documents and that the material and work is entirely satisfactory, the Project Supervisor shall approve the invoice when it is received. Thereafter, the Contractor shall be entitled to payment, as described in Section III. If the Project Supervisor is not satisfied with what is revealed by the inspection, he/she shall as promptly as practicable inform the parties hereto of the specific items or matters that must be addressed. The Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Supervisor. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Supervisor, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications referenced herein, the terms of this Contract and Specifications shall apply. If there is a conflict between the Contract and Specifications, the terms and conditions contained in the Contract shall control.

The City shall be listed as an original Owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

SECTION XIV LICENSING

The Contractor warrants that they possess all licenses and certificates necessary to perform the required work and is not in violation of any laws. Contractor warrants that his/her license(s) and certificates are current and will be maintained throughout the duration of this Contract.

SECTION XV SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of all persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XVI ASSIGNMENT

The Contractor shall not delegate, assign or subcontract any part of the work under this Contract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons,

firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVII TERMINATION, DELAYS, INCENTIVES AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to continue performing the tasks required under the Contract. Upon such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred by the City in its completion of the work. The City may also, in the event of such termination, obtain undelivered materials, by contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional costs and expenses incurred for such delivery of materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time frame described in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City **five hundred dollars (\$500.00)** as fixed, agreed and liquidated damages for each calendar day of delay until the work remains uncompleted. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount due as liquidated damages for any delay.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable, in the City's sole discretion, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

**SECTION XVIII
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce the terms of this Contract shall be in St. Lucie County, Florida.

**SECTION XIX
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials are suspected to be defective, improperly applied, and/or not in compliance with the Contract Specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XX
OWNER-FURNISHED PRODUCTS**

The City may pre-purchase various materials as deemed beneficial to the City on behalf of the Contractor for use on the project. The Contractor is responsible for arranging delivery to the site. The Contractor shall be responsible for ordering the materials and all appurtenances needed for the project even though purchase is through the City. The Contractor will request the material, sign for material delivered and will be responsible for the acceptance, storage, handling, security and protection from damage or theft of the material from the time of delivery. The Contractor is responsible for any and all restocking fees of material that they have ordered.

**SECTION XXI
FIELD CHANGES**

The Project Supervisor shall have the authority to order minor changes in amounts up to \$25,000.00 or accumulated change orders totaling less than \$25,000.00, or minor extension of the Contract Time. Such changes shall be effected by written order and signed by the Office of Management & Budget, the Project Supervisor and the Contractor. The Contractor shall carry out such written orders promptly. Change orders in amounts exceeding \$25,000.00 require City Council approval.

**SECTION XXII
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port St. Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXIII
RENEWAL OPTION**

Not applicable to this Contract

**SECTION XXIV
ENTIRE AGREEMENT**

The written terms and provisions of this Contract shall supersede and take precedence over any and all prior written or oral statements of any official or other representative of the City. Any such statements shall be of no force or effect not be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

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Installation of Injection Well Pump No. 5 at WPWWTP

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of (name of successful bidder)

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Please check one:

Personally known _____

Produced Identification: _____ Identification No. _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires: _____

(seal)

SEALED E-BID #20120051

**Installation of Injection Well Pump No. 5
at Westport Wastewater Treatment Facility**

Name of Bidder: _____

This checklist is provided to assist bidders in the preparation of their e-bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their e-bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to E-Bid in its entirety.

- _____ Drug-Free Workplace Form uploaded to Demandstar
- _____ Trench Safety Act Form uploaded to Demandstar
- _____ 5% Bid Bond (or other form of security) uploaded to Demandstar (the original **MUST** be received within 3 business days after the opening)
- _____ E-Bid Reply Sheet #20120051 uploaded to Demandstar
- _____ E-Bid Reply Excel Spreadsheet uploaded to Demandstar
- _____ All pricing has been mathematically reviewed and all corrections have been initialed.
- _____ All price totals have been thoroughly checked.
- _____ Each E-Bid Addendum (when issued) is acknowledged.
- _____ Copy of Insurance Certificate in accordance with Section V of the Contract Form uploaded to Demandstar
- _____ Copy of License uploaded to Demandstar
- _____ Reviewed the Contract and accept all City Terms and Conditions

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Installation of Injection Well Pump No. 5 at WPWWTP

ATTACHMENT A

Technical Specification for

**City of Port St. Lucie
Installation of Injection Well Pump No. 5
at Westport Wastewater Treatment Facility**

(78 Pages follow as a separate attachment)

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ATTACHMENT B

Construction Drawing for

**City of Port St. Lucie
Installation of Injection Well Pump No. 5
at Westport Wastewater Treatment Facility**

(5 Pages follow as a separate attachment)

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APPENDIX A - C

Appendix A - Utility Standards Manual

Appendix B - Utility Standard Details

Appendix C - Qualified Products List

ALL CAN BE FOUND ON THE WEBSITE:

[HTTP://WWW.CITYOFPSL.COM/UTILITY/COMMERCIAL-DEVELOPMENT/UTILITY-CD-DESIGN-REVIEW.HTML](http://www.cityofpsl.com/utility/commercial-development/utility-cd-design-review.html)

**E-BID #20120051
ATTACHMENT A**

TECHNICAL SPECIFICATIONS

**CITY OF PORT ST. LUCIE
WESTPORT WASTEWATER TREATMENT FACILITY
INSTALLATION OF INJECTION WELL PUMP No. 5**

BID SET

MARCH 21, 2012

Prepared by:
**City of Port St. Lucie Utility Systems Department
900 SE Ogden Lane
Port St. Lucie, Florida 34983
(772) 873-6400**

**CITY OF PORT ST. LUCIE
WESTPORT WASTEWATER TREATMENT FACILITY
INSTALLATION OF INJECTION WELL PUMP No. 5**

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Section 01700 Project Closeout

**CITY OF PORT ST. LUCIE
WESTPORT WASTEWATER TREATMENT FACILITY
INSTALLATION OF INJECTION WELL PUMP No. 5**

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NOT USED

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DIVISION 10 – 15 SPECIALTIES

NOT USED

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. The Work to be done under this Contract and in accordance with the Contract Documents consists of furnishing all equipment, superintendence, labor, skill, material and all other items necessary for the construction of the Westport WWTF Injection Well Pump No. 5 Installation including, mechanical work, off-loading, storage and installation of Injection Well pump No. 5, all piping work and connections and coordination with the pump manufacturer a complete and operational Injection Well Pump No. 5.
- B. The CONTRACTOR shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.
- C. The principal features of the Work to be performed under this Contract include construction of the Westport WWTF Injection Well Pump No. 5 including all pipe, tubing, fittings, valves, gauges, spool pieces, restraints, coatings, testing, concrete, reinforcing steel, harness couplings and all other appurtenances, items and incidentals necessary for the complete installation, start-up and operation of the pre-purchased injection well pump as shown and indicated on the project drawings and the Contract Documents for this project. Contractor's installation work also includes off-loading, storage, and installation of the pump to the Injection Well Pump Station as well as coordination of his work with the pump manufacturer, the City's electrical contractor and City staff.
- D. The foregoing description(s) shall not be construed as a complete description of all work required.

1.02 CONTRACT DOCUMENTS

- A. The Work to be done is shown on the Drawings entitled **Westport WWTF - Installation of Injection Well Pump No. 5**. The numbers and titles of all Drawings appear on the index sheet of the Drawings. All drawings so enumerated shall be considered an integral part of the Contract Documents as defined herein.
- B. Certain Document Sections refer to Divisions of the Contract Specifications. Sections are each individually numbered portions of the Specifications (numerically) such as 01010, 09850, 01550, etc. The term Division is used as a convenience term meaning all Sections within a numerical grouping. For example, Division 16 would thus include Sections 16000 through 16950 and would mean all electrical specifications.

1.03 GENERAL ARRANGEMENT

- A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by *the* CONTRACTOR to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the CITY for approval. No such departures shall be

made without the prior written approval of the CITY. Approved changes shall be made without additional cost to the CITY for this work or related work under other Contracts of the Project.

- B. The specific equipment proposed for use by the CONTRACTOR on the project may require changes in structures, auxiliary equipment, piping, electrical, mechanical, controls or other work to provide a complete satisfactory operating installation. The CONTRACTOR shall submit to the CITY, for approval, all necessary Drawings and details showing such changes to verify conformance with the overall project structural and architectural requirements and overall project operating performance. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed equipment, including increases in the costs of other Contracts.

1.04 CONSTRUCTION PERMITS, EASEMENTS AND ENCROACHMENTS

- A. The CONTRACTOR shall obtain, keep current and pay all fees for any necessary construction permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the CONTRACTOR's operations unless otherwise stated. Record copies of all permits shall be furnished to the CITY.
- B. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the CONTRACTOR's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.
- C. The CONTRACTOR shall provide any required Performance and Payment Bond(s).
- D. Permits obtained by the CITY or his authorized representative include the following:
 - 1. Florida Department of Environmental Protection (FDEP) (None Required)
 - 2. South Florida Water Management District (SFWMD) (None Required)
- E. The CONTRACTOR shall pay for all other permit fees required to complete all work as part of this Contract and shall include the costs for all permits in the applicable item of the Proposal.
- F. The CONTRACTOR shall furnish to the CITY copies of all permits prior to the commencement of work requiring permits.

1.05 ADDITIONAL UTILITY ENGINEERING SERVICES

- A. In the event that the CITY is required to provide additional Utility Engineering services as a result of substitution of materials or equipment which are not "or equal" by the CONTRACTOR, or changes by the CONTRACTOR in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the CITY is required to examine and evaluate any changes proposed by the CONTRACTOR for the convenience of the CONTRACTOR, then the CITY's charges in connection with such additional services shall be charged to the CONTRACTOR by the CITY.
- B. Structural design shown on the Contract Drawings is based upon typical weights for major items of equipment as indicated on the Contract Drawings and specified. If the equipment furnished exceeds the weights of said equipment, the CONTRACTOR shall assume the

responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the CITY's expenses in connection therewith.

- C. In the event that the CITY is required to provide additional services as a result of CONTRACTOR's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the CITY is required to examine and evaluate any changes proposed by the CONTRACTOR solely for the convenience of the CONTRACTOR, then the CITY's charges in connection with such additional services shall be charged to the CONTRACTOR by the CITY.

1.06 ADDITIONAL CITY'S EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional services or inspection charges incurred by the CITY may be charged to the CONTRACTOR and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the CONTRACTOR, will be given due consideration by the CITY before assessing the additional services and inspection charges against the CONTRACTOR.
- B. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to 8 hours per day, Monday through Friday. Work beyond these hours or on CITY (City) holidays will result in additional expense to the CITY. Any expenses and/or damages, including the cost of the CITY's on site personnel, arising from the CONTRACTOR's operations beyond the hours and days specified above shall be borne by the CONTRACTOR.
- C. Charges assessed to the CONTRACTOR for the additional services and inspection costs will be determined based on actual hours charged to the job by the CITY. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$400 per day for field personnel and \$600 per day for Utility Engineering personnel, based on an eight hour workday.
- D. Charges for additional CITY's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

1.07 TIME OF WORK

- A. The normal time of work for this Contract is limited to 40 hours per week and shall generally be between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. The CONTRACTOR may elect to work beyond these hours or on holidays or weekends provided that all costs incurred by the CITY for additional services shall be borne by the CONTRACTOR. The CITY shall deduct the cost of additional costs and overtime from monies due the CONTRACTOR.
- B. If it shall become imperative to perform work at night, the And CITY shall be informed in writing a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the CONTRACTOR.
- C. Unless otherwise specifically permitted, all work that would be subject to damage shall be

stopped during inclement, stormy weather. Only such work as will not suffer injury to workmanship or materials will be permitted. CONTRACTOR shall carefully protect his work against damage or injury from the weather.

1.13 SUBSURFACE DATA (No Below Grade Work Required)

1. Subsurface data are offered in good faith solely for placing the Bidder in receipt of all information available to the And CITY and in no event is to be considered as part of the Contract Documents.
2. The Bidder must interpret such subsurface data according to his own judgment and acknowledge that he is not relying upon the same as accurately describing the subsurface conditions, which may be found to exist.
3. The test boring logs present factual information of the subsurface conditions at the specific test boring location only. The Bidder should not consider, or conclude, that the subsurface conditions will be consistent between test boring locations.
4. The Bidder is further advised that the CITY has made subsurface investigations and a report has been prepared, in connection with this project for the CITY, and is included with the project specifications as Appendix B.
5. In making this data available, the CITY makes no guarantee, either expressed or implied, as to their accuracy or to the accuracy of any interpretation thereof.

1.09 SURVEYS AND LAYOUT

- A. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the CITY. Elevation of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the CITY for interpretation or correction.
- B. All survey work for construction control purposes shall be made by the CONTRACTOR at his expense. The CONTRACTOR shall provide a Licensed Surveyor as Chief of Party, competently qualified men, all necessary instruments, stakes, and other material to perform the work.
- C. CONTRACTOR shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the CONTRACTOR shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.
- D. CONTRACTOR shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the CONTRACTOR or resulting from his negligence, the CONTRACTOR shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- E. Existing or new control points, property markers and monuments that will be or are destroyed

during the normal causes of construction shall be reestablished by the CONTRACTOR and all reference ties recorded therefore shall be furnished to the CITY. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.

- F. The CITY may check all or any portion of the work and the CONTRACTOR shall afford all necessary assistance to the CITY in carrying out such checks. Any necessary corrections to the work shall be immediately made by the CONTRACTOR. Such checking by the CITY shall not relieve the CONTRACTOR of any responsibilities for the accuracy or completeness of his work.
- G. At completion of the work, the CONTRACTOR shall furnish Record Drawings indicating the final layout of all structures, roads, existing bench marks, etc. The Record Drawings shall indicate all critical elevations of piping, structures, finish grades, etc.

1.10 OPENINGS, CHASES, SLEEVES, INSERTS, ETC.

- A. The CONTRACTOR shall provide all openings, chases, etc., in his work to fit his own work and that of any other contractors. All such openings or chases shown on the Drawings, or reasonably implied thereby, or as confirmed or modified by shop, setting, or erecting Drawings approved by the CITY, shall be provided by the General CONTRACTOR.
- B. Where pipes or conduits are to pass through slabs or walls, or where equipment frames or supports are to be installed as an integral part of an opening, the sleeves, opening forms or frames shall be furnished by the installer of the pipes, conduits, or equipment, but shall be placed by the CONTRACTOR. Where hanger inserts and similar items are to be installed as an integral part of a slab or wall, they shall be furnished by the installer of the pipe or other equipment requiring the hanger, but shall be placed by the General CONTRACTOR.
- C. When requested by the CONTRACTOR, the installer of the pipes, conduit, or equipment, including those Contractors who require openings or chases in slabs and walls for passage of ducts, mounting of equipment, etc., shall furnish all necessary information, instructions, and materials to effect accurate installation of the required openings, chases, sleeves, frames, inserts, etc. When such items are secured in position, and just prior to construction of the surrounding slab or wall, the CONTRACTOR for whom the items are installed shall ascertain the proper number, locations, and settings thereof; and the General CONTRACTOR shall schedule his operations so as to provide a reasonable opportunity and time interval for such inspection.
- D. Any costs resulting from correction of defective, ill-timed, or mis-located work, or for subsequent work which becomes necessary because of omitted openings, chases, sleeves, frames, inserts, etc., shall be borne by the CONTRACTOR responsible therefore. To this end, no CONTRACTOR shall arbitrarily cut, drill, alter, damage, or otherwise endanger the work of another contractor. The nature and extent of any corrective or additional work shall be subject to the approval of the CITY following consultation with the Contractors involved.

1.11 FIRE PROTECTION

- A. CONTRACTOR shall take all necessary precautions to prevent fires at or adjacent to the work, buildings, etc., and shall provide adequate facilities for extinguishing fires which do occur. Burning is not permitted.

- B. When fire or explosion hazards are created in the vicinity of the work as a result of the locations of fuel tanks, or similar hazardous utilities or devices, the CONTRACTOR shall immediately alert the local Fire Marshal, the CITY, and the CITY of such tank or device. The CONTRACTOR shall exercise all safety precautions and shall comply with all instructions issued by the Fire Marshal and shall cooperate with the CITY of the tank or device to prevent the occurrence of fire or explosion.

1.12 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, or reactant of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with all applicable rules and regulations. CONTRACTOR shall provide MSDS sheets in accordance with local, state and federal regulations.

1.13 FIRST AID FACILITIES AND ACCIDENTS

A. First Aid Facilities

1. The CONTRACTOR shall provide at the site such equipment and facilities as are necessary to supply first aid to any of his personnel who may be injured in connection with the work.

B. Accidents

1. The CONTRACTOR shall promptly report, in writing, to the And CITY all accidents whatsoever out of, or in connection with, the performance of the work, whether on or adjacent to the site, which cause death, personal injury or property damage, giving full details and statements of witnesses.
2. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the CITY and the CITY.
3. If any claim is made by anyone against the CONTRACTOR or a Subcontractor on account of any accidents, the CONTRACTOR shall promptly report the facts, in writing, to the And CITY, giving full details of the claim.

1.14 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the work, other contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the CONTRACTOR shall coordinate the work to be done hereunder with the work of such other contractors and the CONTRACTOR shall fully cooperate with such other contractors and carefully fit its own work to that provided under other Contracts as may be directed by the CITY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor.
- B. If the CITY shall determine that the CONTRACTOR is failing to coordinate his work with the work of the other contractors as the CITY directed, then the CITY shall have the right to withhold any payments otherwise due hereunder until the CONTRACTOR completely complies with the CITY's directions.

- C. If the CONTRACTOR notifies the CITY in writing that another contractor is failing to coordinate his work with the work of this Contract as directed, the CITY will promptly investigate the charge. If the CITY finds it to be true, he will promptly issue such directions to the other contractor with respect thereto as the situation may require. The CITY, the CITY, nor any of their agents shall not, however, be liable for any damages suffered by the CONTRACTOR by reason of the other contractor's failure to promptly comply with the directions so issued by the CITY, or by reason of another contractor's default in performance, it being understood that the CITY does not guarantee the responsibility or continued efficiency of any CONTRACTOR.
- D. The CONTRACTOR shall indemnify and hold the CITY and the CITY harmless from any and all claims of judgments for damages and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason of the CONTRACTOR's failure to comply with the CITY's directions promptly.
- E. Should the CONTRACTOR sustain any damage through any act or omission of any other contractor having a Contract with the CITY for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the CONTRACTOR shall have no claim against the CITY for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other contractors.
- F. Should any other contractor having or who shall hereafter have a Contract with the CITY for the performance of work upon the site sustain any damage through any act or omission of the CONTRACTOR hereunder or through any act or omission of any Subcontractor of the CONTRACTOR, the CONTRACTOR agrees to reimburse such other contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the CITY shall be allowed, the CONTRACTOR shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the CITY harmless from all such claims.

1.15 LIMITS OF WORK AREA

- A. The CONTRACTOR shall confine his construction operations within the Contract limits shown on the Drawings, as directed by the City at the preconstruction meeting, and or property lines and or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the CITY, shall be used only with the CITY's approval. Such storage or temporary structures, even within the Contract's limits, shall be confined to the CITY's property and shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.

1.16 WEATHER CONDITIONS

- A. No work shall be done when the weather is unsuitable. The CONTRACTOR shall take necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, and/or wind. The CITY reserves the right, through the opinion of the CITY, to order that additional protection measures over and beyond those proposed by the CONTRACTOR, be taken to safeguard all components of the Project. The CONTRACTOR shall not claim any compensation or time

extension for such precautionary measures so ordered, nor claim any compensation or time extension from the CITY for damage to the work from weather elements. All weather related delays shall be agreed to and documented by the CITY/CONTRACTOR on a daily basis.

- B. The mixing and placing of concrete or pavement courses, the laying of masonry, and installation of sewers and water mains shall be stopped during rainstorms, if ordered by the CITY; and all freshly placed work shall be protected by canvas or other suitable covering in such manner as to prevent running water from coming in contact with it. Sufficient coverings shall be provided and kept ready at hand for this purpose. The limitations and requirements for mixing and placing concrete, or laying of masonry, in cold weather shall be as described elsewhere in these Specifications.

1.18 PERIODIC CLEANUP: BASIC SITE RESTORATION

- A. During construction, the CONTRACTOR shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the CONTRACTOR's yard or base of operations for the Project.
- B. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the CONTRACTOR shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- C. The CONTRACTOR shall perform the cleanup work on a regular basis and as frequently as ordered by the CITY. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the CITY, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
- D. Upon failure of the CONTRACTOR to perform periodic cleanup and basic restoration of the site to the CITY's satisfaction, the CITY may, upon five days prior written notice to the CONTRACTOR, without prejudice to any other rights or remedies of the CITY, cause such work for which the CONTRACTOR is responsible to be accomplished to the extent deemed necessary by the CITY, and all costs resulting there from shall be charged to the CONTRACTOR and deducted from the amounts of money that may be due him.

1.19 USE OF FACILITIES BEFORE COMPLETION

- A. The CITY reserves the right to enter and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the CITY's satisfaction, as evidenced by his issuing a Certificate of Substantial Completion covering that part of the work, shall be placed in service.
- B. It shall be the CITY's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the

CITY issues his Certificate of Substantial Completion covering that portion of the work to be placed in service.

- C. Consistent with the approved progress schedule, the CONTRACTOR shall cooperate with the CITY, his agents, and the CITY to accelerate completion of those facilities; or portions thereof, which have been designated for early use by the CITY.

1.20 PRE-CONSTRUCTION VIDEO

- A. The CONTRACTOR shall video record the project site (with the And CITY present). The original and two copies of the DVD shall be turned over to the And CITY prior to beginning construction activities. The video shall clearly identify existing site conditions prior to construction.

PART 2 – PRODUCTS
(NOT USED)

PART 3 –
EXECUTION (NOT
USED)

END OF SECTION 01010

SECTION 01019

GENERAL REQUIREMENTS

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. The Work to be done under this Contract and in accordance with the Contract Documents consists of furnishing all equipment, superintendence, labor, skill, material and all other items necessary for the construction of the **Westport WWTF - Installation of Injection Well Pump No. 5**.
- B. The CONTRACTOR shall perform all work required for such construction in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready for use.
- C. The principal features of the Work to be performed under this Contract include construction of the Westport WWTF Injection Well Pump No. 5 including all pipe, tubing, fittings, valves, gauges, spool pieces, restraints, coatings, testing, concrete, reinforcing steel, harness couplings and all other appurtenances, items and incidentals necessary for the complete installation, start-up and operation of the pre-purchased injection well pump as shown and indicated on the project drawings and the Contract Documents for this project. Contractor's installation work also includes off-loading, storage, and installation of the pump to the Injection Well Pump Station as well as coordination of his work with the pump manufacturer, the City's electrical contractor and City staff.
- D. The foregoing description(s) shall not be construed as a complete description of all work required.

1.02 GENERAL ARRANGEMENT

- A. Drawings indicate the extent and general arrangement of the work. If any departures from the Drawings are deemed necessary by *the* CONTRACTOR to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the CITY for approval. No such departures shall be made without the prior written approval of the CITY. Approved changes shall be made without additional cost to the CITY for this work or related work under other Contracts of the Project.
- B. The specific equipment proposed for use by the CONTRACTOR on the project may require changes in structures, auxiliary equipment, piping, electrical, mechanical, controls or other work to provide a complete satisfactory operating installation. The CONTRACTOR shall submit to the CITY, for approval, all necessary Drawings and details showing such changes to verify conformance with the overall project structural and architectural requirements and overall project operating performance.
- C. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed equipment, including increases in the costs of other Contracts.

1.03 CONSTRUCTION PERMITS, EASEMENTS AND ENCROACHMENTS

- A. The CONTRACTOR shall obtain, keep current and pay all fees for any necessary construction

permits from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the CONTRACTOR's operations unless otherwise stated. Record copies of all permits shall be furnished to the CITY.

- B. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the CONTRACTOR's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.
- C. The CONTRACTOR shall provide any required Performance and Payment Bond(s).
- D. Permits obtained by the CITY or his authorized representative include the following:
 - Florida Department of Environmental Protection (FDEP)
 - South Florida Water Management District (SFWMD) Right of Way Permit
 - St. Lucie County Right of Way Permit
 - St. Lucie County Driveway Permit
- E. The CONTRACTOR shall pay for all other permit fees required to complete all work as part of this Contract and shall include the costs for all permits in the applicable item of the Proposal.
- F. The CONTRACTOR shall furnish to the CITY copies of all permits prior to the commencement of work requiring permits.

1.04 ADDITIONAL UTILITY ENGINEERING SERVICES

- A. In the event that the CITY is required to provide additional Utility Engineering services as a result of substitution of materials or equipment which are not "or equal" by the CONTRACTOR, or changes by the CONTRACTOR in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the CITY is required to examine and evaluate any changes proposed by the CONTRACTOR for the convenience of the CONTRACTOR, then the CITY's charges in connection with such additional services shall be charged to the CONTRACTOR by the CITY.
- B. Structural design shown on the Contract Drawings is based upon typical weights for major items of equipment as indicated on the Contract Drawings and specified. If the equipment furnished exceeds the weights of said equipment, the CONTRACTOR shall assume the responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including the CITY's expenses in connection therewith.
- C. In the event that the CITY is required to provide additional Utility Engineering services as a result of CONTRACTOR's errors, omissions, or failure to conform to the requirements of the Contract Documents, or if the CITY is required to examine and evaluate any changes proposed by the CONTRACTOR solely for the convenience of the CONTRACTOR, then the CITY's charges in connection with such additional services shall be charged to the CONTRACTOR by the CITY.

1.05 EXISTING UTILITIES AND STRUCTURES

- A. The existing utilities and facilities shown on the drawings were located from the CITY's and other records. Guaranty is not made that all existing facilities are shown or that those shown are entirely accurate. The CONTRACTOR shall assure himself of any utilities, structures or facilities prior to performing any Work. Prior to the start of Work, the CONTRACTOR shall request each utility agency to advise him of the location of their facilities in the vicinity.

- B. The CITY will assume no liability for damages sustained or costs incurred because of the CONTRACTOR's operations in the vicinity of existing utilities or structures. The CONTRACTOR shall notify the CITY of any deviation between existing conditions and the drawings.

1.06 PRESERVING WATER QUALITY

- A. The CONTRACTOR shall exercise extreme care to minimize degradation of water quality at the site. All necessary provisions shall be taken to insure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 62-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed 29 Nephelometric Turbidity Units (NTUs) above background level. The waters of the project area are classified Class III. Adequate silt containment procedures and equipment shall be used to control turbidity at all times at no additional expense to the CITY.

1.07 SALVAGED MATERIAL

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

1.08 LIST OF DRAWINGS

- A. The work shall conform to the requirements set forth in the following drawings which form a part of the contract documents.

SHEET NUMBER	TITLE
G-01	Cover
C-01	Existing Site Plan (Record Drawing)
IW-01	Injection Well Pump No. 6005 (Record Drawing)
PH-01	Photos of Existing Injection Well Pump Station
E-49	Injection Well Electrical (Record Drawing)

1.09 SUBSTITUTIONS

- A. Substitutions will not be permitted on any items specifically identified as available from the CITY's Qualified Products List (QPL) or specified herein or identified on the drawings where two or more manufacturers have been named unless they are followed by the words "or equal". Substitutions will also not be considered on any specified items whenever they are followed by the words "no substitutions". All substitution requests must be made in writing to the CITY within thirty days of the Contract Date. The City has the right for final determination for any substitution.

- B. Submit two copies of request for substitution. Include in request:

1. Complete Data substantiating compliance of proposed substitution with Contract Documents.
2. For Products:

- a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature:
 - (1) Product description.
 - (2) Performance and test data.
 - (3) Reference standards.
 - c. Samples.
 - d. Name and address of similar projects on which product was used, and date of installation.
3. For Construction methods
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 4. Itemized comparison of proposed substitution with product or method specified.
 5. Data relating to changes in construction schedule.
 6. Relation to separate contracts.
 7. Accurate cost data on proposed substitution in comparison with product or method specified.

1.10 WATER

- A. The CONTRACTOR shall provide and maintain, at his own expense, an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary connections and piping for same, but only at such locations and in such manner as may be approved by the CITY.
- B. All water connection points to the City system shall be equipped with a reduced pressure principle type backflow preventer and meter. The meter shall be obtained from the City. Both devices shall be installed according to City Standards.
- C. Prior to final acceptance, temporary connections and piping installed by the CONTRACTOR shall be removed in a manner satisfactory to the CITY.

1.11 ELECTRICITY

- A. All electrical current required by the CONTRACTOR for construction and testing of the project, from notice to proceed to issuance of substantial completion by the CITY, shall be furnished at his own expense.
- B. All temporary connections and meters for electricity shall be subject to the approval of the CITY. All temporary lines and meters shall be furnished, installed, connected and maintained by the CONTRACTOR in accordance with all applicable codes and shall be completely removed by the CONTRACTOR prior to substantial completion.

1.12 SANITARY FACILITIES

- A. The CONTRACTOR shall provide temporary restroom facilities for field crews. Holding tanks will not be allowed.

1.13 SAFETY PRECAUTIONS

- A. The CONTRACTOR is specifically cautioned that dangerous high voltage electrical power and communications conduit will be in continuous and routine use along the route where portions of the work will be completed. Portions of the work required under this contract will be in the immediate vicinity of the items named above.
- B. The CONTRACTOR shall contact Florida Power and Light for instruction regarding proper construction techniques in the vicinity of underground and overhead power lines. The CONTRACTOR shall educate all field and supervisory personnel regarding standard safety practices and first aid procedures for accidental exposure to any, and all, compounds in use at the site.

1.14 WORKING HOURS

- A. The normal time of work for this Contract is limited to 40 hours per week and shall generally be between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. The CONTRACTOR may elect to work beyond these hours or on holidays or weekends provided that all costs incurred by the CITY for additional Utility Engineering shall be borne by the CONTRACTOR. The CITY shall deduct the cost of additional Utility Engineering costs and overtime from monies due the CONTRACTOR.
- B. If it shall become imperative to perform work at night, the CITY shall be informed in writing a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the CONTRACTOR.
- C. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy weather. Only such work as will not suffer injury to workmanship or materials will be permitted. CONTRACTOR shall carefully protect his work against damage or injury from the weather.

1.15 SUBSURFACE DATA

- A. Subsurface data are offered in good faith solely for placing the Bidder in receipt of all information available to the And CITY and in no event is to be considered as part of the Contract Documents.
- B. The Bidder must interpret such subsurface data according to his own judgment and acknowledge that he is not relying upon the same as accurately describing the subsurface conditions, which may be found to exist.
- C. The test boring logs present factual information of the subsurface conditions at the specific test boring location only. The Bidder should not consider, or conclude, that the subsurface conditions will be consistent between test boring locations.
- D. The Bidder is further advised that the CITY has made subsurface investigations and a report has been prepared, in connection with this project for the CITY, and is included with the project specifications as Attachment A.
- E. In making this data available, the CITY makes no guarantee, either expressed or implied, as to their accuracy or to the accuracy of any interpretation thereof.

1.16 SURVEYS AND LAYOUT

- A. CONTRACTOR shall mark the base line of the water main route with station-boards at one hundred (100) lineal foot intervals. Station-boards shall be survey lath with appropriate station markings and with offset noted on the reverse side.
- B. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the CITY. Elevation of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the CITY for interpretation or correction.
- C. All survey work for construction control purposes shall be made by the CONTRACTOR at his expense. The CONTRACTOR shall provide a Licensed Surveyor as Chief of Party, competently qualified men, all necessary instruments, stakes, and other material to perform the work.
- D. CONTRACTOR shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the work. Based upon the information provided by the Contract Drawings, the CONTRACTOR shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.
- E. CONTRACTOR shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the CONTRACTOR or resulting from his negligence, the CONTRACTOR shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- F. Existing or new control points, property markers and monuments that will be or are destroyed during the normal causes of construction shall be reestablished by the CONTRACTOR and all reference ties recorded therefore shall be furnished to the CITY. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR.
- G. The CITY may check all or any portion of the work and the CONTRACTOR shall afford all necessary assistance to the CITY in carrying out such checks. Any necessary corrections to the work shall be immediately made by the CONTRACTOR. Such checking by the CITY shall not relieve the CONTRACTOR of any responsibilities for the accuracy or completeness of his work.
- H. At completion of the work, the CONTRACTOR shall furnish Record Drawings indicating the final layout of all structures, roads, existing bench marks, etc. The Record Drawings shall indicate all critical elevations of piping, structures, finish grades, etc.

1.17 OPENINGS, CHASES, SLEEVES, INSERTS, ETC.

- A. The CONTRACTOR shall provide all openings, chases, etc., in his work to fit his own work and that of any other contractors. All such openings or chases shown on the Drawings, or reasonably implied thereby, or as confirmed or modified by shop, setting, or erecting Drawings approved by the CITY, shall be provided by the General CONTRACTOR.
- B. Where pipes or conduits are to pass through slabs or walls, or where equipment frames or supports are to be installed as an integral part of an opening, the sleeves, opening forms or frames shall be furnished by the installer of the pipes, conduits, or equipment, but shall be placed by the CONTRACTOR. Where hanger inserts and similar items are to be installed as an integral part of a slab or wall, they shall be furnished by the installer of the pipe or other equipment requiring the

hanger, but shall be placed by the General CONTRACTOR.

- C. When requested by the CONTRACTOR, the installer of the pipes, conduit, or equipment, including those Contractors who require openings or chases in slabs and walls for passage of ducts, mounting of equipment, etc., shall furnish all necessary information, instructions, and materials to effect accurate installation of the required openings, chases, sleeves, frames, inserts, etc. When such items are secured in position, and just prior to construction of the surrounding slab or wall, the CONTRACTOR for whom the items are installed shall ascertain the proper number, locations, and settings thereof; and the General CONTRACTOR shall schedule his operations so as to provide a reasonable opportunity and time interval for such inspection.
- D. Any costs resulting from correction of defective, ill-timed, or mis-located work, or for subsequent work which becomes necessary because of omitted openings, chases, sleeves, frames, inserts, etc., shall be borne by the CONTRACTOR responsible therefore. To this end, no CONTRACTOR shall arbitrarily cut, drill, alter, damage, or otherwise endanger the work of another contractor. The nature and extent of any corrective or additional work shall be subject to the approval of the CITY following consultation with the Contractors involved.

1.18 ADDITIONAL CITY'S EXPENSES

- A. In the event the Work of this Contract is not completed within the time set forth in the Contract or within the time to which such completion may have been extended in accordance with the Contract Documents, the additional Utility Engineering or inspection charges incurred by the CITY may be charged to the CONTRACTOR and deducted from the monies due him. Extra work or supplemental Contract work added to the original Contract, as well as extenuating circumstances beyond the control of the CONTRACTOR, will be given due consideration by the CITY before assessing Utility Engineering and inspection charges against the CONTRACTOR.
- B. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to 8 hours per day, Monday through Friday. Work beyond these hours or on CITY (City) holidays will result in additional expense to the CITY. Any expenses and/or damages, including the cost of the CITY's on site personnel, arising from the CONTRACTOR's operations beyond the hours and days specified above shall be borne by the CONTRACTOR.
- C. Charges assessed to the CONTRACTOR for additional Utility Engineering and inspection costs will be determined based on actual hours charged to the job by the CITY. Daily rates will depend on the number and classifications of employees involved, but in no case shall such charges exceed \$400 per day for field personnel and \$600 per day for Utility Engineering personnel, based on an eight hour workday.
- D. Charges for additional CITY's expenses shall be in addition to any liquidated damages assessed in accordance with the Contract.

1.19 ASSEMBLIES OR UNITS

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

1.20 ACCESS TO THE WORK SITE

- A. The CONTRACTOR may use only the access designated by the City for access to the work locations. The CONTRACTOR shall be responsible for maintaining, protecting and restoring the

routes to the satisfaction of the And CITY. The CONTRACTOR shall be responsible for obtaining any permits necessary to use the access.

1.21 SECURITY

- A. The CONTRACTOR shall be fully responsible for the safety and security of the work and site, including the skid pumping station. Any temporary measures required to maintain the security of the area shall be the CONTRACTOR's responsibility. This shall include but not be limited to temporary fencing, security guards, etc. The CONTRACTOR is advised that temporary fencing has been previously installed as part of the well construction project completed under separate contract. The CONTRACTOR shall maintain and repair all existing fencing, as required, to properly secure the site. At the end of the project the CONTRACTOR shall be required to install permanent site security fencing with a double leaf access gate. The fencing shall be installed as shown on the drawings, but in general shall be installed to fully enclose the project site similar to the existing temporary fencing. All temporary fencing shall be removed by the CONTRACTOR.

1.22 FAMILIARITY WITH LAWS

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

1.23 PROGRESS MEETINGS

- A. The CONTRACTOR shall be required to prepare a monthly update of the project schedule and submit four (4) copies to the CITY. The updated schedule shall be submitted to the CITY with each pay request.
- B. Each schedule shall independently identify the originally approved schedule, actual progress, adjustments and new completion time projections for every item. Pay requests received without the updated schedule will not be processed.
- C. The CONTRACTOR shall also be required to attend bi-weekly meetings to discuss project progress and shall be able to discuss existing and projected problems, and overall job status. All such meetings shall be held at the job site.
- D. At the CITY's discretion, the frequency of the progress meetings may be increased to one per week during various periods of the project. The Contractor's project manager, superintendent and appropriate subcontractors shall attend all progress meetings.

1.24 STANDARDS AND CODES

All work performed on this project shall be in accordance with the City of Port St. Lucie and other applicable standards. All conditions, as set forth in the respective permits shall be satisfied and adhered to by the CONTRACTOR. Where codes are referenced by the specific year established, it is the intent to cite the current applicable code requirements. In the event that any or all of the specific codes reference in the project documents have been revised and/or replaced with a newer version prior to issuance of a certificate of occupancy or substantial completion certificate the most current code requirements shall apply.

1.25 STAGING AREA

All construction trailers and equipment storage shall occur only within a designated staging area. All CONTRACTOR parking shall be within the staging area. The CONTRACTOR shall minimize the

use of existing plant roadways and walkways so as to create the least impact on plant operations. No vehicles may be stopped on existing pavement or walkways for parking or unloading without the approval of the CITY. The limits of the staging area shall be defined as the extents of the existing temporary fencing as shown on the Drawings.

1.26 SPECIAL CONSIDERATION

- A. **Project Inspection:** The CITY will be inspecting the work on a non-full time basis. The CONTRACTOR shall provide appropriate notice of need for inspections and allow time for scheduling. No work shall be covered up, nor test results accepted without prior witness by the CITY. Inspections by the CITY shall not be performed in lieu of other inspections required by City, State or Federal requirements.
- B. **Existing Facilities:** The construction drawings may not show all existing piping, valving, electric conduit, instrument conduit, fiber optic cable telephone lines which may interfere with this construction. The size, location and material of existing facilities which are being connected to or deflected in this project shall be field confirmed prior to ordering or submitting shop drawings or ordering materials.
- C. **Shutdowns:** The CONTRACTOR is specifically advised and cautioned that the City of Port St. Lucie Westport WWTF is an active functioning facility. The CONTRACTOR shall take all steps required (as directed by the CITY) to minimize disruption to the operation procedures of these facilities.

1. **General Shutdowns:** The CONTRACTOR shall take any and all action necessary to maintain all lines in operating condition during the course of the construction, including the provision of temporary pumping and/or piping. Total or partial plant shutdowns shall be minimized. Total or partial plant shutdowns shall be requested in writing by the CONTRACTOR. Total plant shutdowns will, in general, not be approved. Partial plant shutdowns will be approved on a case by case basis and shall not exceed four (4) hours. Consecutive shutdowns will not be permitted. For the purposes of this project a total shutdown will be defined as a total shutdown of the Westport WWTF will not be allowed under any circumstances.

In general the CONTRACTOR shall be required to take all steps necessary to minimize the duration of a shutdown. This shall include, but not be limited to, work after hours or on weekends. All cost associated with material or labor necessary to minimize shutdowns shall be included in the contract price.

2. The CONTRACTOR shall submit all written requests for shutdowns to the CITY a minimum of four (4) working days prior to the shutdown period. The request shall clearly state what equipment or process units will be shutdown, the requested duration, the name, location and telephone number of decision making personnel who may be contacted during the shutdown, the availability of emergency equipment, a detailed description of the method to be used to remove the unit from service and a detailed description of any temporary bypass facilities which could or will be employed during the shutdowns.

3. Software modification related shutdowns shall not exceed four (4) hour duration, shall not be scheduled sequentially and shall be minimized to the maximum extent possible and to the satisfaction of the CITY by off-line testing prior to system uploading.

Every reasonable effort will be made by the City to accommodate all shutdown requests. However, any deferral of a requested shutdown as a result of plant pumping or treatment conditions shall not constitute sufficient cause for a time extension to the contract.

1.27 RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY

- A. Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items, have been damaged, removed or disturbed by the CONTRACTOR, whether deliberately or through failure to carry out the requirements of the Contract Documents, State laws, municipal ordinances or the specific direction of the CITY, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the CONTRACTOR to a condition equal to that before Work began within a time frame approved by the CITY.
- B. The CONTRACTOR is specifically cautioned that any damage to existing roadways, electrical facilities, communications facilities shall be repaired immediately to a condition better than original.

1.28 VIDEO TAPING

- A. The CONTRACTOR, in the presence of and to the satisfaction of the CITY, shall video tape all areas of construction, staging, etc. The video shall be provided to the CITY in DVD format, prior to any site mobilization.

1.29 INCLEMENT WEATHER

- A. The CONTRACTOR shall take all necessary and appropriate precautions to protect his work and the plant in general in the event of inclement weather specifically during periods when a hurricane watch or hurricane warning has been issued. Such measures shall be to the satisfaction of the CITY and shall include, but not be limited to, re-scheduling of activities that may jeopardize the ability of the existing facilities to function during extended power outages, and due and proper securing of all materials, structures, equipment and facilities to prevent damage. Neither the CITY nor CITY assumes any liability for the completeness of CONTRACTOR preparedness measures.

1.30 PERIODIC CLEANUP: BASIC RESTORATION

- A. During construction, the CONTRACTOR shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the CONTRACTOR's yard or base of operations for the Project.
- B. When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the CONTRACTOR shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.
- C. The CONTRACTOR shall perform the cleanup work on a regular basis and as frequently as ordered by the CITY. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the CITY, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

- D. Upon failure of the CONTRACTOR to perform periodic cleanup and basic restoration of the site to the CITY's satisfaction, the CITY may, upon five days prior written notice to the CONTRACTOR, without prejudice to any other rights or remedies of the CITY, cause such work for which the CONTRACTOR is responsible to be accomplished to the extent deemed necessary by the CITY, and all costs resulting there from shall be charged to the CONTRACTOR and deducted from the amounts of money that may be due him.

1.31 USE OF FACILITIES BEFORE COMPLETION

- A. The CITY reserves the right to enter and use any portion of the constructed facilities before final completion of the whole work to be done under this Contract. However, only those portions of the facilities which have been completed to the CITY's satisfaction, as evidenced by his issuing a Certificate of Substantial Completion covering that part of the work, shall be placed in service.
- B. It shall be the CITY's responsibility to prevent premature connections to or use of any portion of the installed facilities by private or public parties, persons or groups of persons, before the CITY issues his Certificate of Substantial Completion covering that portion of the work to be placed in service.
- C. Consistent with the approved progress schedule, the CONTRACTOR shall cooperate with the CITY, his agents, and the CITY to accelerate completion of those facilities, or portions thereof, which have been designated for early use by the CITY.

1.32 ULTIMATE DISPOSITION OF CLAIMS BY ONE CONTRACTOR ARISING FROM ALLEGED DAMAGE BY ANOTHER CONTRACTOR

- A. During the progress of the work, other contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the CONTRACTOR shall coordinate the work to be done hereunder with the work of such other contractors and the CONTRACTOR shall fully cooperate with such other contractors and carefully fit its own work to that provided under other Contracts as may be directed by the CITY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor.
- B. If the CITY shall determine that the CONTRACTOR is failing to coordinate his work with the work of the other contractors as the CITY directed, then the CITY will promptly investigate the situation. If the CITY finds it to be true, the City will promptly issue such directions to the CONTRACTOR with respect thereto as the situation may require.
- C. If the CONTRACTOR notifies the CITY in writing that another contractor is failing to coordinate his work with the work of this Contract as directed, the CITY will promptly investigate the charge. If the CITY finds it to be true, the City will promptly issue such directions to the other contractor with respect thereto as the situation may require. The CITY, nor any of their agents shall not, however, be liable for any damages suffered by the CONTRACTOR by reason of the other contractor's failure to promptly comply with the directions so issued by the CITY, or by reason of another contractor's default in performance, it being understood that the CITY does not guarantee the responsibility or continued efficiency of any CONTRACTOR.
- D. The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims of judgments for damages and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason of the CONTRACTOR's failure to comply with the CITY's directions promptly.

- E. Should the CONTRACTOR sustain any damage through any act or omission of any other contractor having a Contract with the CITY for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a Subcontractor of such Contract, the CONTRACTOR shall have no claim against the CITY for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provisions which have been or will be inserted in the Contracts with such other contractors.
- F. Should any other contractor having or who shall hereafter have a Contract with the CITY for the performance of work upon the site sustain any damage through any act or omission of the CONTRACTOR hereunder or through any act or omission of any subcontractor of the CONTRACTOR, the CONTRACTOR agrees to reimburse such other contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the CITY shall be allowed, the CONTRACTOR shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the CITY harmless from all such claims.
- G. The CITY's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages as provided in the Contract, or by the exercise of any other remedy provided for by Contract Documents or by law.

1.33 LIMITS OF WORK AREA

- A. The CONTRACTOR shall confine his construction operations within the Contract limits shown on the Drawings and or property lines and or fence lines. Storage of equipment and materials, or erection and use of sheds outside of the Contract limits, if such areas are the property of the CITY, shall be used only with the CITY's approval. Such storage or temporary structures, even within the Contract's limits, shall be confined to the CITY's property and shall not be placed on properties designated as easements or rights-of-way unless specifically permitted elsewhere in the Contract Documents.

PART 2 -- PRODUCTS
(NOT USED)

PART 3 --
EXECUTION (NOT
USED)

END OF SECTION 01019

SECTION 01040

COORDINATION

1 PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The CONTRACTOR shall allow the CITY or their agents, and other project contractors or their agents, to enter upon the work for the purpose of constructing, operating, maintaining, removing, repairing, altering, or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures and appliances which may be required to be installed at or in the work. The CONTRACTOR shall cooperate with all aforesaid parties and shall allow reasonable provisions for the prosecution of any other work by the CITY, or others, to be done in connection with his work, or in connection with normal use of the facilities.

The CONTRACTOR shall coordinate the delivery of the pump with the CITY, the Westport WWTF superintendent, and the manufacturer of the pump. The CONTRACTOR shall provide the equipment necessary to off-load and store the pump and motor at the project site prior to installation.

- B. The CONTRACTOR shall cooperate fully with the CITY, and all other contractors employed on the work, to effect proper coordination and progress to complete the project on schedule and in proper sequence. Insofar as possible, decisions of all kinds required from the CITY shall be anticipated by the CONTRACTOR to provide ample time for inspection, or the preparation of instructions.
- C. The CONTRACTOR shall assume full responsibility for the correlation of all parts of his work with that of other contractors. The CONTRACTOR's superintendent shall correlate all work with other contractors in the laying out of work. The CONTRACTOR shall lay out his own work in accordance with the Drawings, Specifications, and instructions of latest issue and with due regard to the work of other contractors.
- D. Periodic coordinating conferences shall be held in accordance with Section 01019, of these Contract Documents.
- E. The CONTRACTOR's attention is brought to the fact that other contractors will be onsite from time to time for the Westport Wastewater Treatment Facility, performing work unrelated to this project. CONTRACTOR shall cooperate fully with the CITY and other aforementioned contractors and shall allow reasonable provisions for the prosecution of any other work by the CITY, or others, to be done in connection with CITY work, or in connection with normal use of the facilities.
- F. The CONTRACTOR's attention is brought to the fact that the Westport WWTF is a secure facility owned and operated by the CITY. The CONTRACTOR shall cooperate fully with the CITY and conform his access to the site and on-site activities as well as the activities of his subcontractors with the security requirements for this facility. Any delay in project time to the CONTRACTOR and his subcontractors due to his or their non-conforming with security requirements or procedures shall be the responsibility of the CONTRACTOR and will not be allowed as reasons for not meeting the project schedule substantial completion or final completion dates.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

END OF SECTION 01040

SECTION 01090

REFERENCE STANDARDS

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification, or tentative specification of the technical society, organization, or body referred to, which is in effect at the date of invitation for Bids.
- B. All materials, products, and procedures used or incorporated in the work shall be in strict conformance with applicable codes, regulations, specifications, and standards.
- C. A partial listing of codes, regulations, specifications, and standards includes the following:

City of Port St. Lucie Standards Year 2010

City of Port St. Lucie Qualified Products List Year 2010

The Aluminum Association (AA)

American Architectural Manufacturers Association (AAMA)

American Concrete Institute (ACI)

American Gear Manufacturers Association (AGMA)

American Hot Dip Galvanizers Association (AHDGA)

American Institute of Steel Construction, Inc. (AISC)

American Iron and Steel Institute (AISI)

American National Standards Institute (ANSI)

American Society of Civil Engineers (ASCE)

American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE)

American Society of Mechanical Engineers (ASME)

American Society for Testing and Materials (ASTM)

American Standards Association (ASA)

American Water Works Association (AWWA)

American Welding Society (AWS)

American Wood-Preserver's Association (AWPA)

Anti-Friction Bearing Manufacturers Association (AFBMA)

Building Officials and Code Administrators (BOCA)

Consumer Product Safety Commission (CPSC)

Factory Mutual (FM)

Federal Specifications

Florida Building Code (FBC)

Instrument Society of America (ISA)

Institute of Electrical and Electronics CITYs (IEEE)

National and Local Fire Codes

Lightning Protection Institute (LPI)

National Electrical Code (NEC)

National Electrical Manufacturer's Association (NEMA)

National Electrical Safety Code (NESC)

National Electrical Testing Association (NETA)

National Fire Protection Association (NFPA)

Regulations and Standards of the Occupational Safety and Health Act (OSHA)

Southern Building Code Congress International, Inc. (SBCCI)

Sheet Metal & Air Conditioning Contractors National Association (SMACCCNA)

Standard Building Code

Standard Mechanical Code

Standard Plumbing Code

Uniform Building Code (UBC)

Underwriters Laboratories Inc. (UL)

- D. Contractor shall, when required, furnish evidence satisfactory to the CITY that materials and methods are in accordance with such standards where so specified.
- E. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on-site by the Contractor.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

- END OF SECTION 01090 -

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

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

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

A. Invoice for each item in storage. The invoice shall not exceed the value of the item stored as determined by the amount paid to the manufacturer (subcontractor fabrication costs excluded).

B. List of items in storage.

C. With following pay estimate, release of liens equal to the value of the materials plus delivery of each item listed as stored materials for the previous pay estimate, less retainage. Labor for materials listed as stored on site shall be clearly stated in the schedule of values and pay applications. Any item listed as stored on site for which a release of lien covering the material value for the item, less retainage, is not supplied shall be considered as having been removed from the site.

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

1.03 MEASUREMENT: The CONTRACTOR will be paid for work performed under this contract according to CITY approved percentage completion for each item on the schedule of values and/or identified unit prices, all as further described and set forth in other sections of this document.

1.04 PAYMENT: Payment will be made at the lump sum price for each applicable item shown in the Contract or unit price, as identified and applicable for specific items, stored and/or installed and accepted, which price and payment shall constitute full compensation for furnishing all materials and performing all Work in connection therewith and incidentals thereto. The following schedule shall be adhered to:

- A. 15th of the Month - Cut-off date.
- B. 18th of the Month - Pay request to the Inspector.
- C. 20th of the Month - Pay request to the CITY.
- D. 20th the following Month - Payment by the CITY.

When the cut-off date occurs on a holiday or weekend, the date shall be the last work day preceding the 15th.

1.05 PAY REQUEST FORMS: The CONTRACTOR will supply a pay request form for the CONTRACTOR to use for submittal. The CONTRACTOR shall make copies to be used for submittal of the following pay requests. Failure of the CONTRACTOR to sign the pay request or attach appropriate documentation shall be grounds for returning the pay request with no action by the CITY.

END SECTION 1150

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS: The types of submittals controlled by these general requirements include shop drawings, schedule of values, project schedule, operation and maintenance manuals, instruction manuals, samples, and miscellaneous work-related submittals. The individual submittal requirements are specified herein and in applicable sections for each unit of work.

1.02 GENERAL SUBMITTAL REQUIREMENTS

A. Coordination and Sequencing: The CONTRACTOR shall coordinate preparation and processing of submittals with performance of the work so that the work will not be delayed by submittals. The CONTRACTOR shall allow for adequate review time by the CITY for the submittals. The CONTRACTOR shall coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed for coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.

B. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, CONTRACTOR, subcontractor, submittal name and similar information to distinguish it from other submittals. Each submittal shall clearly state where the item is to be installed. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through CONTRACTOR's office will be returned without action. All results of testing by independent labs or agencies shall be submitted to the CITY. This shall include both passing and failing tests.

1.03 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS: Except as otherwise indicated in individual work sections, comply with general requirements specified herein for each indicated category of submittal.

1.04 GENERAL SHOP DRAWING REQUIREMENTS

A. At time of preconstruction conference, the CONTRACTOR, in conformance with the conditions of the contract, shall submit to the CITY for approval, four (4) copies (in addition to those copies necessary for his own requirements to a maximum of four (4) copies) of all required shop drawings. The CONTRACTOR shall submit newly prepared information; do not reproduce contract documents or copy standard printed information as basis of shop drawings. Prepare on reproducible sheets, not less than 8-1/2 in. x 11 in. and not larger than 24 in. x 36 in., except for actual pattern or template type drawings. Prepare shop drawings to accurate scale, except where other form is indicated as acceptable. Show dimensions and note which are based on field measurements, identify materials and products in the work shown. Indicate name of firm which has prepared each shop drawing, and provide appropriate project identification.

B. Shop drawings submitted to the CITY for his approval shall first be checked and approved by the CONTRACTOR, as indicated by a "Checked" stamp marked "Approved" on each copy of the shop drawing. Shop drawings received without the CONTRACTOR's "Checked and Approved" stamp will be returned without further action. The CONTRACTOR will receive only one marked up return copy of any drawings stamped "Not Approved" or "Revise and Resubmit".

C. Shop drawings shall be submitted for the following:

1. Piping (all types and materials)
2. Valves (all types and materials)
3. Concrete Mix Designs
4. Reinforcing Steel
5. Cable
6. Pressure Gauges
7. Fabricated Pipe Supports
8. Pipe Saddles, Fittings, Adapters (all sizes and materials)
9. Tubing and Connectors
10. Air Release Valves
11. Metal Fabrications (all)
12. All Pipe Restraint Systems
13. Miscellaneous Metal and Non-metal Fabrication
14. All Coatings
15. Any other Items Requested by the CITY

D. Product Data: Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to the project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data for each submittal at the project site, available for reference by the CITY. For purposes of this submittal, manufacturer's fabrication drawings shall be synonymous with shop drawings.

E. The CONTRACTOR shall not submit product data or allow its use on the project, until compliance with requirements of the contract documents has been confirmed. Submittal is for information and record, unless otherwise indicated.

F. At the time of the preconstruction conference the CONTRACTOR shall submit a preliminary project construction schedule to the CITY showing all work activities for the project including dates of start and stop, and activity duration. The schedule's work day to calendar date correlation shall be based on an eight (8) hour day and forty (40) hour week with adequate allowance for holidays, adverse weather and all other special requirements of the Work. Normal work hours are Monday through Friday, 7:30 am to 4:30 pm. The CONTRACTOR shall add, delete and amend the project schedules as requested by the CITY.

G. At the time of the preconstruction conference the CONTRACTOR shall submit to the CITY a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The schedule of values shall be broken down in sufficient detail, and by appropriate categories, to allow the proper distribution of project costs and is subject to acceptance by the CITY. The format and presentation method used for the schedule of values shall be as required by the CITY and is subject to the CITY's approval. A detailed schedule will be required.

1.05 OPERATION AND MAINTENANCE/INSTRUCTION MANUALS

A. Three (3) copies of the operation and maintenance manuals for each component of the project shall be provided to the CITY. The manuals shall be bound in a three ring binder with a suitable label identifying the project, date and location. A table of contents and indexing tabs shall be provided for each equipment item. A separate table shall identify specifically where each item listed in the table of contents is installed. One CD-ROM with the entire manual in PDF format shall also be supplied.

B. A standard printed list of manufacturers recommended spare parts for each new component of the project equipment shall be included in the manual. The manuals shall also include a complete list of parts suppliers with addresses and telephone numbers for each system component.

C. The manuals shall include a complete set of preventive maintenance requirements as a function of running and chronological time.

D. All material included in the manuals shall refer only to the actual installed equipment. Extraneous material shall be marked out or labeled as "not applicable". All manuals shall be furnished to the CITY a minimum of four (4) weeks prior to the request for substantial completion or four (4) weeks prior to the equipment being placed in operation, whichever is earlier.

1.05 DOCUMENTS: Maintain at the job-site one copy of all drawings, specifications; addenda; approved shop drawings; change orders; field orders; other contract modifications; and other approved documents submitted by the CONTRACTOR in compliance with various sections of the specifications. Each of these Project Record Documents shall be clearly marked "Project Record Copy" and maintained in good condition; available at all times for review by the CITY and not used for construction purposes.

1.06 SPARE PARTS AND LUBRICANTS:

A. Except as may be otherwise noted in this specification, for each individual component supplied, a complete set of manufacturer's recommended spare parts as listed in the instruction manuals shall be supplied. In no case shall the provided parts be less than recommended spare parts listed by the manufacturer in their O&M Manual. Each spare part shall be labeled to identify its location for installation.

B. All special tools or instruments required to perform normal in-field maintenance on all system components shall be supplied to the CITY. The provision for special tools shall be non-redundant where duplicate items are provided. A one year supply of all lubricants used for any mechanical equipment provided under this contract shall be supplied to the CITY. All lubricants shall be delivered in clean, tightly sealed containers and clearly labeled as to where they are to be used.

PART 2 AND 3 - PRODUCTS AND EXECUTION (not applicable)

END OF SECTION 01300

SECTION 01400

GENERAL QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS: Definitions: Specific quality control requirements for the work are indicated throughout the contract documents and are not repeated herein. The requirements for this section are primarily to performances of the work beyond furnishing of manufactured products. The term "Quality Control" includes, but is not necessarily limited to, inspection and testing and associated requirements. This section does not specify or modify CITY's duties relating to quality control and Contract enforcement.

1.02 RESPONSIBILITY FOR INSPECTIONS AND TESTS: Unless otherwise noted, all testing and inspections required by these specifications shall be performed by a properly certified entity. All costs associated with the testing and inspections shall be the CONTRACTOR's responsibility. The CONTRACTOR shall also be responsible for all tests or inspections required by any entity having jurisdictional control over the work.

The costs for those required services by independent testing laboratories are recognized to be included in the contract sum.

No failure of test agencies, whether engaged by CITY or CONTRACTOR, to perform adequate inspections or tests or to properly analyze or report results, shall relieve the CONTRACTOR of responsibility for fulfillment of the requirements of the contract documents.

1.03 QUALITY ASSURANCE: General Workmanship Standards: Except as more definitively specified, the CONTRACTOR shall comply with recognized workmanship quality standards within the industry as applicable to each unit of work, including ANSI standards where applicable. It is a requirement that each category of trades person or installer performing the work be prequalified, to the extent of being familiar with applicable and recognized quality standards for that category of work, and of being capable of workmanship complying with those standards. The CITY shall be the sole judge of what constitutes industry workmanship standards.

1.04 PRODUCT DELIVERY-STORAGE-HANDLING: General: Handle, store and protect materials and products, including fabricated components, by methods and means which will prevent damages, deterioration and losses including theft (and resulting delays), thereby insuring highest quality results as the performance of the work progresses. Control delivery schedules so as to minimize unnecessary long-term storage at the project site prior to installation. CONTRACTOR shall provide covered, inside storage for all new equipment on the site which is not intended for outside installation. Electrical, hydraulic and pneumatic connections on all equipment shall be protected from the elements. CONTRACTOR shall store all material on the project site unless specifically authorized otherwise by the CITY.

1.05 CONTRACTOR shall store and protect the injection well pump prior to installation, including but not limited to providing electrical and dehumidification as recommended by the manufacturer.

1.06 WATER TIGHTNESS: All piping and equipment containing liquids that are subject to leakage testing, shall be free of all leakage when filled to the maximum pressure or static head that could be applied during operation of the plant. All wet well piping connections shall be temporarily plugged/capped as required. The duration of all leakage testing shall be 48 hours. Any damp areas resulting from the tests shall be considered leaks and shall be repaired.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.01 PREPARATION FOR INSTALLATION: Installer's Inspection of Conditions: The CONTRACTOR shall require the fabricator and installer of each major unit of work to inspect substrate to receive the work, and conditions under which the work will be performed, and to report (in writing to the CONTRACTOR and the CITY) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the fabricator and installer.

3.02 INSTALLATION QUALITY CONTROL: Manufacturer's Instructions: Where installations include manufactured products, comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in the contract documents.

The CONTRACTOR shall inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.

Provide attachment and connection devices and methods for securing work as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated.

The CONTRACTOR shall recheck measurements and dimensions of the work, as an integral step of starting each installation.

Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.

Mounting Heights: Except as otherwise noted, mount individual units of work at industry-recognized standard mounting heights, for applications indicated. Refer questionable mounting height choices to the CITY for final decision.

Adjust, clean, lubricate, restore marred finishes, and protect newly installed work, to ensure that it will remain without damage or deterioration during the remainder of the construction period.

END OF SECTION 01400

SECTION 01530PROTECTION OF EXISTING FACILITIES

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. CONTRACTOR shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this Contract. Any damage or injury occurring on account of any act, omission or neglect on the part of the CONTRACTOR shall be restored in a proper and satisfactory manner or replaced by and at the expense of the CONTRACTOR to an equal or superior condition than previously existed.
- B. CONTRACTOR shall comply promptly with such safety regulations as may be prescribed by the CITY or the local authorities having jurisdiction and shall, when so directed, properly correct any unsafe conditions created by, or unsafe practices on the part of, his employees. In the event of the CONTRACTOR's failure to comply, the CITY may take the necessary measures to correct the conditions or practices complained of, and all costs thereof will be deducted from any monies due the CONTRACTOR. Failure of the CITY to direct the correction of unsafe conditions or practices shall not relieve the CONTRACTOR of his responsibility hereunder.
- C. In the event of any claims for damage or alleged damage to property as a result of work under this Contract, the CONTRACTOR shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the CONTRACTOR, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the CONTRACTOR shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

1.02 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the work and up to the date of final payment, the CONTRACTOR shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the CONTRACTOR shall make good any such damage or loss at his own expense. Protection measures shall be subject to the approval of the CITY.

1.03 BARRICADES, WARNING SIGNS AND LIGHTS

- A. The CONTRACTOR shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights along all roads accessible to the public and grove operators, as required by the authority having jurisdiction, to insure safety to the public. All barricades and obstructions along public and grove roads shall be illuminated at

night and all lights for this purpose shall be kept burning from sunset to sunrise.

- B. Each CONTRACTOR shall provide and maintain such other warning signs and barricades in areas of and around their respective work as may be required for the safety of all those employed in the work, the CITY's operating personnel, or those visiting the site.

1.04 EXISTING UTILITIES AND STRUCTURES

- A. The term existing utilities shall be deemed to refer to both publicly owned and privately owned utilities such as electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
- B. It shall be the responsibility of the CONTRACTOR to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the CONTRACTOR shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.
- C. Prior to beginning any excavation work, the CONTRACTOR shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. This determination shall be based on the actual locations, elevations, slopes, etc., of existing utilities as determined in the field investigations, and locations, elevation, slope, etc. of new utilities as shown on the Drawings. If interference exists, the CONTRACTOR shall bring it to the attention of the CITY as soon as possible. If the CITY agrees that interference exists, he shall modify the design as required. Additional costs to the CONTRACTOR for this change shall be processed through a Change Order as detailed elsewhere in these Contract Documents. In the event the CONTRACTOR fails to bring a potential conflict or interference to the attention of the CITY prior to beginning excavation work, any actual conflict or interference which does arise during the Project shall be corrected by the CONTRACTOR, as directed by the CITY, at no additional expense to the CITY.
- D. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections shall be provided, as required, to insure uninterrupted of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the CONTRACTOR at his own expense in a manner approved by the CITY and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the CONTRACTOR shall be responsible for all costs thereof.
- E. Where excavations by the CONTRACTOR require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the CONTRACTOR. All such work shall be performed in a manner satisfactory to the CITY and the respective authority having jurisdiction over such work. In the event the CONTRACTOR fails to provide proper support or protection to any existing utility, the CITY may, at his discretion, have the respective authority to provide such support or protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the CONTRACTOR.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION 01530 -

Installation of Injection Well No. 5 at WPWWTF

SECTION 01550SITE ACCESS AND STORAGEPART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Access Roads

1. The CONTRACTOR shall use existing site access roads on the project site as designated by the CITY to perform the work of this Contract.
2. Existing access roads used by the CONTRACTOR shall be suitably maintained by the CONTRACTOR at his expense during construction. CONTRACTOR shall not be permitted to restrict CITY access to existing facilities. CITY may direct CONTRACTOR to perform maintenance of existing access roads when CITY determines that such work is required to insure all weather access by the CITY.
3. Existing site access roads damaged by the CONTRACTOR as the result of his construction activities during any phase of this project shall be restored to original conditions by the CONTRACTOR at his expense.

B. Parking Areas

1. The CONTRACTOR shall construct and maintain suitable parking areas for his construction personnel on the project site where approved by the CITY.

C. Restoration

1. At the completion of the work, the surfaces of land used for access roads and parking areas shall be restored by each CONTRACTOR to its original condition and to the satisfaction of the CITY. At a minimum, such as restoration shall include establishment of a permanent ground cover adequate to restrain erosion for all disturbed areas.

D. Traffic Regulations

1. CONTRACTOR shall obey all traffic laws and comply with all the requirements, rules and regulations of the Florida Department of Transportation and other local authorities having jurisdiction to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways.
2. CONTRACTOR shall conform the activities of his workers and those of his subcontractors with all aspects of the security provisions for this site during all phases of construction activities.

E. Storage of Equipment and Materials

1. CONTRACTOR may store his equipment and materials at the job site in accordance with the requirements of the General Conditions, the Supplemental Conditions, and

as hereinafter specified. All equipment and materials shall be stored in accordance with manufacturer's recommendations and as directed by the CITY, and in conformity to applicable statutes, ordinances, regulations and rulings of the public authority having jurisdiction. Where space or strip heaters are provided within the enclosure for motors, valve operators, motor starters, panels, instruments, or other electrical equipment, the Contractor shall make connections to these heaters from an appropriate power source and operate the heaters with temperature control as necessary until the equipment is installed and being operated according to its intended use. CONTRACTOR shall store and provide electrical power and dehumidification to the injection well pump as recommended by the manufacturer.

2. CONTRACTOR shall enforce the instructions of the CITY regarding the posting of regulatory signs for loadings on structures, fire safety, and smoking areas.
3. CONTRACTOR shall not store materials or encroach upon private property without the written consent of the CITY of such private property.
4. CONTRACTOR shall not store unnecessary materials or equipment on the job site, and shall take care to prevent any structure from being loaded with a weight which will endanger its security or the safety of persons.
5. Materials shall not be placed within ten (10) feet of fire hydrants. Gutters, drainage channels and inlets shall be kept unobstructed at all times.
6. CONTRACTOR shall provide adequate temporary storage buildings/facilities, if required, to protect materials or equipment on the job site.
7. CITY shall not be responsible for the unloading or receipt of materials delivered to the project site. CONTRACTOR shall retain full responsibility to coordinate and schedule the delivery, unloading and placement of equipment in storage during the normal time of work.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

-END OF SECTION 1550 -

Installation of Injection Well No. 5 at WPWWTF

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

- A. The word "Products," as used herein is defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for project or taken from CONTRACTOR's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of Work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Equipment Specifications may not deal individually with minute items required such as components, parts, controls, and devices which may be required to produce the equipment performance specified or as required to meet the equipment warranties. Where such items are required, they shall be included by the supplier of the equipment, whether or not specifically called for in the Contract Documents.
- C. All equipment, materials, instruments or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents. Equipment and materials to be incorporated into the work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the work, and they shall be delivered as nearly as feasible in the order required for executing the work.
- D. Where the words "furnish", "provide", "supply", "replace", or "install" are used, whether singularly or in combination, they shall mean to furnish and install, unless specifically stated otherwise.
- E. In the interest of brevity, the explicit direction "to furnish and install" has sometimes been omitted in specifying materials and/or equipment herein. Unless specifically noted otherwise, it shall be understood that all equipment and/or materials specified or shown on the Drawings shall be furnished and installed under the Contract as designated on the Drawings.

1.02 INSTALLATION OF EQUIPMENT

- A. Equipment and materials shall be installed in accordance with the requirements of the General Conditions, Supplemental Conditions and the respective Specification Sections.
- B. Concrete foundations for equipment shall be of approved design and shall be adequate in size, suitable for the equipment erected thereon, properly reinforced, and tied into floor slabs by means of reinforcing bars or dowels. Foundation bolts of ample size and strength shall be provided and properly positioned by means of suitable templates and secured during

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placement of concrete. Foundations shall be built and bolts installed in accordance with the manufacturer's certified drawings. The CONTRACTOR shall provide all concrete foundations shown, specified or required for all equipment furnished herein. All concrete foundations for equipment shall be treated, by the respective CONTRACTOR, with an approved sealer to prevent oil from seeping into the concrete.

- C. Before mounting equipment on a foundation, the CONTRACTOR shall clean the top surface; if necessary, rough it with a star chisel and clean again; and clean out all foundation bolt sleeves. The CONTRACTOR shall provide a sufficient number of stainless steel plate shims about two (2) inches wide and four (4) inches long, and of a varying thickness from one-eighth (1/8) to one-half (1/2) inch. A combination of these shims shall be placed next to each foundation bolt to bring the bottom of the bedplate or frame about one-eighth (1/8) inch above the final setting. The equipment shall be lowered by changing the combination of shims. Using stainless steel shim stock of various thicknesses, continue to level the equipment a little at a time and in rotation until it is at the correct elevation in both directions. When the equipment is level, tighten down on the foundation bolts a little at a time in rotation to make certain the equipment remains level and does not shift on the shims. A preliminary alignment check shall be made before grout is placed.
- D. Equipment shall be set, aligned and assembled in conformance with manufacturer's drawings or instructions. Run out tolerances by dial indicator method of alignment shall be plus or minus .002 inches, unless otherwise directed by the CITY.
- E. All blocking and wedging required for the proper support and leveling of equipment during installation shall be furnished by the CONTRACTOR. All temporary supports shall be removed, except stainless steel wedges and shims, which may be left in place with the approval of the CITY.
- F. Each piece of equipment or supporting base, bearing on concrete foundations, shall be bedded in grout. The Contractor shall provide a minimum of 1-1/2-inch thick grouting under the entire baseplate supporting each pump, motor drive unit and other equipment. Grout shall be non-shrink grout, as specified under Section 03315 entitled "Grout".
- G. When motors are shipped separately from driven equipment, the motors shall be received, stored, meggered once a month, and the reports submitted to the CITY. After driven equipment is set, the motors shall be set, mounted, shimmed, millrighted, coupled and connected complete.

1.03 CONNECTIONS TO EQUIPMENT

- A. Connections to equipment shall follow manufacturer's recommendations as to size and arrangement of connections and/or as shown in detail on the Drawings or approved Shop Drawings. Piping connections shall be made to permit ready disconnection of equipment with minimum disturbance of adjoining piping and equipment.
- B. The Electrical Contractor or CONTRACTOR (if no Electrical Contractor exists) shall be responsible for bringing proper electrical service to each item of equipment requiring electrical service as shown on the Drawings or approved Shop Drawings. Electrical connections to equipment requiring electrical service shall be made by the Electrical Contractor, unless otherwise indicated on the Drawings or in the Technical Specifications.

1.04 SUBSTITUTIONS

- A. Requests for substitutions of equipment or materials shall conform to the requirements of the General Conditions, Supplemental Conditions, and as hereinafter specified.
1. It is the CONTRACTOR's complete responsibility to submit all data as requested by the CITY for the CITY to determine equality of substitution product proposed by the CONTRACTOR. CONTRACTOR shall submit for each proposed substitution sufficient details, complete descriptive literature and performance data together with samples of the materials, where feasible, to enable the CITY to determine if the proposed substitution is equal.
 2. The CITY reserves the right to make the sole determination of equality of a proposed substitution. All determinations of equality rendered by the CITY are final.
 3. Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed substitution is equal.
 4. A list of installations where the proposed substitution is equal.
 5. Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed on to the CITY.
- B. Where the approval of a substitution requires revision or redesign of any part of the work, including that of other Contracts, all such revision and redesign, and all new drawings and details therefore, shall be provided by the Contractor at his own cost and expense, and shall be subject to the approval of the CITY.
- C. In the event that the CITY is required to provide additional Utility Engineering services, then the CITY's charges for such additional services shall be charged to the CONTRACTOR by the CITY in accordance with the requirements of the General Conditions, and the Supplemental Conditions.
- D. In all cases the CITY shall be the judge as to whether a proposed substitution is to be approved. The CONTRACTOR shall abide by their decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without written approval of the CITY.
- E. CONTRACTOR shall have and make no claim for an extension of time or for damages by reason of the time taken by the CITY in considering a substitution proposed by the CONTRACTOR or by reason of the failure of the CITY to approve a substitution proposed by the CONTRACTOR.
- F. Acceptance of any proposed substitution shall in no way release the CONTRACTOR from any of the provisions of the Contract Documents.

1.05 PRODUCT DELIVERY-STORAGE-HANDLING

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- A. The CONTRACTOR shall deliver, handle, and store products in accordance with supplier's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the CONTRACTOR shall provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss. Any equipment or materials of whatever kind which may have become damaged or deteriorated from any cause shall be removed and replaced by good and satisfactory items at the CONTRACTOR's expense for both labor and materials.

1.06 TRANSPORTATION AND HANDLING

- A. Products shall be transported by methods to avoid product damage and shall be delivered in undamaged condition in supplier's unopened containers or packaging, dry.
- B. The CONTRACTOR shall provide equipment and personnel to handle products, materials, and equipment including those provided by CITY, by methods to prevent soiling and damage.
- C. The CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

1.07 STORAGE AND PROTECTION

- A. The CONTRACTOR shall protect all equipment and materials from deterioration and damage, including provisions for temporary storage buildings as needed and as specified in Section 01550 entitled "Site Access and Storage".
- B. Products shall be stored in accordance with supplier's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight enclosures and temperature and humidity ranges shall be maintained within tolerances required by supplier's written instructions.
- C. Storage of equipment and materials shall be in locations completely protected from flooding, standing water, excessive dust, falling rock, brush fire, etc. Storage areas shall be located sufficiently distant from all construction activities and the movement of construction vehicles to minimize the potential for accidental damage.
- D. For exterior storage of fabricated products, they shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering; ventilation shall be provided to avoid condensation.
- E. Loose granular materials shall be stored on solid surfaces in a well drained area and shall be prevented from mixing with foreign matter.
- F. Storage shall be arranged to provide access for inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.

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- G. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

1.08 MAINTENANCE OF STORAGE

- A. Stored products shall be periodically inspected on a scheduled basis. The CONTRACTOR shall maintain a log of inspections and shall make said log available to the CITY on request.
- B. The CONTRACTOR shall verify that storage facilities comply with supplier's product storage requirements.
- C. The CONTRACTOR shall verify that supplier-required environmental conditions are maintained continually.
- D. The CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.

1.09 MAINTENANCE OF EQUIPMENT STORAGE

- A. For mechanical and electrical equipment in long-term storage, the CONTRACTOR shall provide a copy of the supplier's service instructions to accompany each item, with notice on enclosed instruction shown on exterior of package.
- B. Equipment shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document to the CITY.

1.10 LUBRICANTS

- A. During testing and prior to acceptance, the CONTRACTOR shall furnish all lubricants necessary for the proper lubrication of all equipment furnished under this Contract.

1.11 SPECIAL TOOLS

- A. For each type of equipment furnished by him, the CONTRACTOR shall provide a complete set of all special tools (including calibration and test equipment) which may be necessary for the adjustment, operation, maintenance and disassembly of such equipment.
- B. Special tools shall be delivered at the same time as the equipment to which they pertain. The CONTRACTOR shall properly store and safeguard such special tools until completion of the Work, at which time they shall be delivered to the CITY.

1.12 PROTECTION AGAINST ELECTROLYSIS

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

1.13 FASTENERS

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- A. All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by the Contractor in accordance herewith. Bolts shall have suitable washers and, where so required, their nuts shall be hexagonal.
- B. All bolts, anchor bolts, nuts, washers, plates, and bolt sleeves shall be Type 316 stainless steel unless otherwise specifically indicated or specified.
- C. Unless otherwise specified, stud, tap, and machine bolts shall be of the best quality refined bar iron. Hexagonal nuts of the same quality of metal as the bolts shall be used.

1.14 SALVAGED AND EXCAVATED MATERIALS

- A. In the absence of special provisions in other Sections of the Specifications, salvage materials, equipment or supplies that occur are the property of the CITY and shall be cleaned and stored as directed by the CITY.
- B. All excavated materials needed for backfilling operation shall be stored on site. Where additional area is needed for stockpiling, it shall be obtained by the CONTRACTOR.
- C. Any excess backfill shall be delivered to the CITY's property as directed by the CITY.

PART 2 -- PRODUCTS (Not Used)

PART 3 -- EXECUTION (Not Used)

- END OF SECTION 01600 -

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SECTION 01700

PROJECT CLOSEOUT

PART 1 -- GENERAL

1.01 THE REQUIREMENT

A. Final Cleaning

1. At the completion of each phase of the work and prior to startup, as scheduled the CONTRACTOR shall remove all rubbish from and about the site of the completed work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which he or any of his subcontractors may have used in the performance of the work. CONTRACTOR shall broom clean paved surfaces and rake clean other surfaces of grounds.
2. CONTRACTOR shall thoroughly clean all materials, equipment and structures; all marred surfaces shall be touched up to match adjacent surfaces; dirty filters and burned out lights replaced as required; all glass surfaces cleaned and floors cleaned and polished so as to leave work in a clean and new appearing condition.
3. CONTRACTOR shall maintain cleaning until project, or portion thereof, is occupied by the CITY.

B. Spare Parts and Special Tools

1. As soon as practicable after approval of the list of equipment, the CONTRACTOR shall furnish spare parts data for each different item of equipment listed. The data shall include a complete list of parts and supplies, with current unit prices and source or sources of supply.
2. Prior to equipment startup, CONTRACTOR shall also furnish a list of parts, and supplies that are either normally furnished at no extra cost with the purchase of the equipment or specified to be furnished as part of the Contract and a list of additional items recommended by the manufacturer to assure efficient operation for a period of one-hundred and twenty (120) days for the particular installation.
3. All parts shall be securely boxed and tagged, and clearly marked on the box and individually for identification as to the name of manufacturer or supplier, applicable equipment, part number, description and location in the equipment. All parts shall be protected and packaged for a shelf life of at least ten (10) years.
4. CONTRACTOR shall furnish at no additional cost to the CITY with each piece of equipment as a minimum, one (1) complete set, or the number of sets called for in the Technical Specifications, of suitably marked special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment prior to equipment startup.
5. CONTRACTOR shall submit, for approval by the CITY, a complete list of the special

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tools and appliances to be furnished. Such tools and appliances shall be furnished in approved painted steel cases properly labeled and equipped with good grade cylinder locks and duplicate keys prior to equipment startup.

C. Equipment Start-Up Services

1. Equipment start-up period, for the training of City personnel, shall begin after satisfactory completion and acceptance of the field tests and coincidentally with the completion date for the part of the work for which the equipment is included in accordance with the construction schedule. If the equipment is not covered by a certificate of substantial completion for a part of the work, the period shall begin upon substantial completion of the project.
2. During the equipment start-up period and in accordance with the sequence of construction and schedule, the CONTRACTOR shall furnish, at no additional cost to the CITY the services of factory trained representatives of the equipment manufacturers for the equipment designated in the Specifications to:
 - a. Assist in the start-up and operations of the equipment.
 - b. Assist in the training of City personnel, designated by the CITY in the proper operation and maintenance of the equipment.
3. The CITY shall:
 - a. Provide the necessary personnel to be instructed in the operation and maintenance of the equipment. The CITY's personnel shall operate all equipment.
 - b. Pay for all fuel, power and chemicals consumed beyond quantities specified in the Contract Documents. The CONTRACTOR shall pay for fuel, power, and chemicals consumed up to the date of "certified substantial completion" except as otherwise specified herein.
4. CONTRACTOR shall be available to promptly repair all work during the equipment startup so as to cause minimum disruption to the plant operation.
5. Upon completion of a minimum of ten (10) consecutive and continuous days of satisfactory operation, or the number of days called for in the Technical Specifications, the CITY will assume operation and operating cost of the equipment associated with the completed phase of work. If the equipment malfunctions during this start-up period, the start-up period will be repeated until satisfactory operation is achieved.
6. In the event a system, equipment or component proves defective or is unable to meet specified performance criteria, the CONTRACTOR shall replace the defective item and the guarantee period called for in the Contract Documents for the item shall start after satisfactory replacement and testing of the item.

D. Final Cleanup; Site Rehabilitation

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1. Before finally leaving the site, the CONTRACTOR shall wash and clean all exposed surfaces which have become soiled or marked, and shall remove from the site of work all accumulated debris and surplus materials of any kind which result from his operation, including construction equipment, tools, sheds, sanitary enclosures, etc. The CONTRACTOR shall leave all equipment, fixtures, and work, which he has installed, in a clean condition. The completed project shall be turned over to the CITY in a neat and orderly condition.
2. The site of the work shall be rehabilitated or developed in accordance with other sections of the Specifications and the Drawings. In the absence of any portion of these requirements, the CONTRACTOR shall completely rehabilitate the site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items whose permanent removal or relocation was required in the Contract Documents or ordered by the CITY.

E. Final Inspection

1. Final cleaning and repairing shall be so arranged as to be finished upon completion of the construction work. The CONTRACTOR will make his final cleaning and repairing, and any portion of the work finally inspected and accepted by the CITY shall be kept clean by the CONTRACTOR, until the final acceptance of the entire work.
 2. When the CONTRACTOR has finally cleaned and repaired the whole or any portion of the work, he shall notify the CITY that he is ready for final inspection of the whole or a portion of the work, and the CITY will thereupon inspect the work. If the work is not found satisfactory, the CITY will order further cleaning, repairs, or replacement.
1. When such further cleaning or repairing is completed, the CITY, upon further notice, will again inspect the work. The "Final Payment" will not be processed until the CONTRACTOR has complied with the requirements set forth, and the CITY has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

F. Project Close Out

1. As construction of the project enters the final stages of completion, the CONTRACTOR shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to his contract:
 - a. Scheduling equipment manufacturers' visits to site.
 - b. Required testing of project components.
 - c. Scheduling start-up and initial operation.
 - d. Scheduling and furnishing skilled personnel during initial operation.

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- e. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the CITY's "Punch" Lists.
 - f. Attend to any other items listed herein or brought to the CONTRACTOR's attention by the CITY.
2. Just before the CITY's Certificate of Substantial Completion is issued, the Contractor shall accomplish the cleaning and final adjustment of the various building components as specified in the Specifications and as follows:
- a. Clean all glass and adjust all windows and doors for proper operation.
 - b. Clean all finish hardware after adjustment for proper operation.
 - c. Touch up marks or defects in painted surfaces and touch up any similar defects in factory finished surfaces.
 - d. Wax all resilient flooring materials.
 - e. Remove bitumen from gravel stops, fascias, and other exposed surfaces.
 - f. Remove all stains, marks, fingerprints, soil, spots, and blemishes from all finished surfaces, tile, stone, and similar surfaces.
3. In addition, and before the Certificate of Substantial Completion is issued, the CONTRACTOR shall submit to the CITY (or to the CITY if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. A partial list of such items appears below, but it shall be the CONTRACTOR's responsibility to submit any other items which are required in the Contract Documents:
- a. Test results of project components.
 - b. Performance Affidavits for equipment.
 - c. Certification of equipment or materials in compliance with Contract Documents.
 - d. Operation and maintenance instructions or manuals for equipment.
 - e. One set of neatly marked-up record drawings showing as-built changes and additions to the work under his Contract.
 - f. Any special guarantees or bonds (Submit to CITY).
 - g. Fuel System and Fuel Storage Facility Operations License
4. The CONTRACTOR's attention is directed to the fact that required certifications and information under Item 3 above, must actually be submitted earlier in accordance

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with the sequence of construction and other Sections of the Specifications.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01520 – Maintenance of Utility Operations During Construction.

PART 2 -- PRODUCTS - (Not Used)

PART 3 -- EXECUTION - (Not Used)

- END OF SECTION 1700 -

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SECTION 02485

GRASSING AND MULCHING

PART 1 - GENERAL

1.01 DESCRIPTION: The CONTRACTOR shall furnish all materials and labor necessary for construction. **It is the intent of this specification that all existing plant areas damaged by this construction are to be sodded. In general, the CONTRACTOR shall provide and install sod to all areas located within the extents of the existing temporary fencing. Seeding and mulching will only be permitted where approved by the CITY.**

1.02 STORAGE OF MATERIALS: The CONTRACTOR shall provide space for storage of sod and mulch prior to placement in a manner that will not endanger or restrict pedestrian or vehicular traffic.

PART 2 - PRODUCTS

2.01 SOD, SEED and MULCHING

- A. Sodding shall be in accordance with section 575-1 through 575-2 of the Florida Department of Transportation (DOT) Specifications. Sod in all areas shall be Bahia.
- B. Seeding and mulching shall be in accordance with Section 570-1 through 570-3 of the DOT specifications.

PART 3 - EXECUTION

3.01 SOD, SEED, MULCH

- A. Sod: All areas to be grassed shall be box bladed for leveling to the satisfaction of the CITY before the grassing operation commences. Hand tool leveling shall be performed in areas adjacent to structures or slopes too steep for box blading. Final grades shall slope away from structures. All sodded areas shall be rolled for leveling with at least four (4) passes on all locations or as required for suitable leveling. The adequacy of the roller (size and weight) and the acceptability of the rolling operation are subject to the CITY's approval. hand rolling will not generally be considered acceptable. All sod placed on slopes of 3:1, or greater, shall be staked. Stakes shall be removed prior to initial mowing.
- B. Sodding shall be in accordance with Section 575-3 of the DOT specifications.
- C. Mulching shall be in accordance with Section 570-4.6 of the DOT specifications.

3.02 MAINTENANCE: Maintenance shall be in accordance with Section 575-4.8 and 570-5 of the DOT specifications:

3.03 SPRINKLER SYSTEM: Where sprinkler/irrigation systems require repair or replacement, the CONTRACTOR's sodding operation shall not commence until the CITY has approved the repaired or replaced system.

3.04 IRRIGATION: It shall be the CONTRACTOR's responsibility to supply sufficient irrigation water to develop a growing "stand of grass". The CONTRACTOR shall not contemplate the use of a CITY supplied irrigation system.

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3.05 **COMPLETION:** The grassing operation shall not be considered complete until a good stand of grass has been developed and the first mowing completed. The initial mowing shall be performed by the CONTRACTOR. All debris which may damage a mower shall be removed.

END OF SECTION 02485

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SECTION 02610

PIPE AND FITTINGS

PART 1 - GENERAL

1.01 DESCRIPTION: Work under this section consists of furnishing all materials, supplies, equipment and labor in accordance with the requirements set forth herein and as shown on the drawings.

1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Work under this Contract shall be in strict accordance with the following codes and standards.

- A. Local, county and municipal codes.
- B. American Society for Testing and Materials (ASTM).
- C. American National Standards Institute (ANSI).
- D. American Water Works Association (AWWA).
- E. American Association of State Highway and Transportation Officials (AASHTO).
- F. Florida Department of Transportation Specifications (FDOT).
- G. Federal Specifications.
- H. United States Department of Commerce Commercial Standards (CS).
- I. All local government rules and regulations.

1.03 MATERIALS AND EQUIPMENT

- A. Unless otherwise specified or shown on the drawings, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such material or equipment.
- B. Prior to the start of Work, the CONTRACTOR shall submit to the CITY a list of the manufacturers of all equipment and materials to be incorporated in the Work that conform to a standard, code or as specified.

1.04 WORKMANSHIP: All materials and equipment shall be installed in accordance with the manufacturer's instructions and to these Contract Documents. The CONTRACTOR shall notify the CITY when the manufacturer's instructions conflict with these specifications.

1.05 SITE MAINTENANCE: The CONTRACTOR shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand or other debris.

1.06 STORAGE OF MATERIALS AND EQUIPMENT: Pipe shall be strung in a manner that will not endanger or restrict pedestrian or vehicular traffic. Pipe shall not be strung along routes more than two days prior to placement.

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1.07 OPEN TRENCH: The amount of open trench shall be limited so that no more than fifty (50) feet of open trench in advance of the backfilling operation will remain at the end of the working day.

1.08 PIPING SYSTEMS: The CONTRACTOR is advised that this project requires the use of several different piping materials, sizes, classes and schedules. The CONTRACTOR shall provide all transitions, couplings, etc. as necessary to connect the systems. Materials and pressure rating of the transitions shall be suitable for the application and subject to the CITY's approval. In general, coated or uncoated carbon steel or other materials subject to corrosive attack (internally or externally) will not be acceptable. All stainless steel shall be Grade 316, or 316L (pipes, supports, anchors, hardware) unless otherwise approved by the CITY.

1.09 NSF CERTIFICATION: All piping which conveys potable water shall be NSF 60/61 certified for potable water contact and satisfactory to agencies having jurisdiction for this purpose.

PART 2 - PRODUCTS

2.01 PIPE AND FITTINGS

A. Ductile Iron Pipe and Fittings for Pressure Main Applications:

1. Ductile iron pipe shall conform to the requirements of ANSI/AWWA C151/A21.51 latest revision unless otherwise noted on the plans. The pipe shall be Special Class 52 thickness. Glands for mechanical joints shall be of ductile iron.
2. Fittings shall be ductile iron and conform to the requirements of ANSI/AWWA C110/A21.10-latest revision or ANSI/AWWA C153/A 21.53-latest revision. Ductile iron fittings shall have a 350 psi minimum working pressure. The CONTRACTOR shall take note that this specification allows the use of Compact fittings. However, the drawings are developed around the use of full body fittings. If compact fittings are used, the CONTRACTOR shall be responsible for making dimensional adjustments as required, subject to the CITY's approval.
3. Flanged ductile iron pipe shall be Special Class 53. Flanged ductile iron pipe shall have threaded ductile iron flanges, unless otherwise noted on the drawings, and shall conform to ANSI/AWWA C115/A21.15-latest revision. All flanges shall be ductile iron Class 150, ANSI B16.5. All above grade flanges shall be flat faced unless they are mating up to existing, or otherwise specified, raised face flanges. All gaskets shall be full faced 1/8" black neoprene, 50 Durometer.
4. Joints shall conform to the requirements of ANSI/AWWA C111/A21.11-latest revision.
5. Coatings: The internal surfaces of all ductile iron pipe and fittings for water distribution mains shall be coated with a cement mortar of standard thickness in accordance with ANSI/AWWA C104/A21.4-latest revision. The internal surfaces of all ductile iron pipe and fittings for wastewater applications shall be coated with PROTECTO 401 Ceramic Epoxy Lining with a nominal dry film thickness of 40 mils. The below grade and buried portion of outside surfaces shall be coated with a bituminous coating approximately one mil thick. The non-buried but submerged portion of all ductile iron pipe

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shall be coated per Section 09800. Above grade piping shall be coated per Section 09800.

6. Glass Lined Ductile Iron Pipe: Glass lined ductile iron pipe shall conform to AWWA and ANSI specifications. The glass lining shall be Ferroclad MEH-32 and also consist of vitreous and inorganic material applied to the internal surfaces which have been prepared by blasting. These items shall be exposed to a minimum maturing temperature of 1,400 degrees Fahrenheit. The entire coating shall be a minimum of 10 mils DFT as tested with a Micro-test magnetic dry mil gauge. The glass lining shall have a hardness of 5 to 6 on the Moh scale, a density of 2.5 to 3.0 grams per cubic centimeter measured by ASTM D-792 and be resistant to corrosion between a pH-3 and pH-10 at 125 degrees Fahrenheit. There shall be no visible loss of surface gloss on the glass lining after immersing a production run sample in 8% sulfuric acid solution at 125 degrees Fahrenheit for 15 minutes. The glass lining shall show a weight loss of not more than 3 milligrams per square inch when tested according to ASTM C-283 procedures.

B. Polyvinyl Chloride Pipe (PVC) and Fittings for Distribution and Miscellaneous Small Pipe Applications:

1. Pipe four (4) inches or larger in diameter shall conform to the requirements as set forth in AWWA C900 with dimension ratio DR 18 and shall bear the National Sanitation Foundation seal for potable water pipe. Provisions must be made for contraction and expansion at each joint with a rubber ring and an integral bell as part of each joint, or by a rubber ring sealed coupling. Clean, reworked material generated from the manufacturer's own pipe production may be used. Fittings shall be ductile iron. All pipes shall have cast iron pipe equivalent outside dimensions. Water mains shall be blue with a painted stripe per FDEP requirements. Reclaimed mains shall be Pantone Purple.

2. Solvent Welded and Flanged Joint PVC Pipe and Fittings: All PVC pipe shall conform with the requirements of ASTM D-1785. Socket fittings shall conform with ASTM D-2467. Material shall conform to the requirements of ASTM D-1784 for PVC, Type 1, Grade 1. All PVC plastic pipe and fittings shall be Schedule 80 unless otherwise indicated. Flanges shall be socket type. All pipe shall be marked as prescribed in ASTM D-1785, and shall bear the NSF seal for potable water. No solvent welded joint PVC pipe larger than 2-inch diameter shall be used except as indicated on the drawings. The CONTRACTOR shall provide and install expansion couplings as required by manufacturer to compensate for thermal expansion. The material of expansion couplings shall be suitable for the application and subject to the CITY's approval.

C. Steel Pipe and Fittings:

1. Steel Pipe less than SIX (6) inch in diameter shall conform to ASTM A120 for "Black and Hot Dipped Zinc Coated Welded and Seamless Steel Pipe for Ordinary Use," standard weight.
2. Black Iron Pipe: Black Iron Pipe shall be Schedule 80 seamless, with threaded and coupled, leak-free joints.

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3. Coatings: All galvanized steel pipe shall be hot dipped galvanized. The exterior portions of non-buried pipe shall be coated per Section 09800.
- D. Copper Tubing: ASTM Specification B-88 for "Seamless Copper Water Tube", Type K, annealed temper when furnished in coils, drawn temper when furnished in straight lengths. All flux shall be water based.
- E. Polyethylene Tubing: Polyethylene plastic tubing shall comply with AWWA C901-latest revision and be approved for potable water service by the National Sanitation Foundation and bear the NSF seal. The product shall be PE 3408, pipe class 200 and the standard dimension ratio shall not exceed 9. Fittings shall be high quality water works brass equipped with compression type connection. Polyethylene tubing for chlorine shall be black. Tubing shall be as manufactured by Phillips Drisco or Yardley.
- F. Stainless Steel Pipe and Fittings: All stainless steel pipe larger than 1 inch diameter and fittings shall be schedule 10S or higher, Type 316L seamless conforming to ASTM 312 and ASTM A403WP. Stainless steel piping 1-inch diameter and less, shall be Schedule 40S, Type 316L seamless conforming to ASTM 312. Stainless piping larger than 1-inch diameter shall be of sufficient Schedule to withstand external forces induced by the burial installation. Connections shall be welded or flanged as indicated on the drawings. Connections not otherwise designated shall be welded. Screwed ends will not be accepted except as specifically indicated. Butt welds shall be made with an inert gas arc welder using compatible filler material and backing gas on the interior. Socket welds shall be made using appropriate filler and no drop through to interior. All welds of stainless steel shall be passivated. Flanges shall be ANSI Class 150. The entire stainless steel piping system shall withstand a working pressure of 50 psi minimum. All stainless steel pipe and fittings shall be passivated. Gaskets on all air piping shall be able to function under high temperature.
- G. Miscellaneous Pipe and Fittings:
1. Threaded Pipe Nipples: Short lengths unless otherwise required. Close lengths shall not be used except with special permission of the CITY. Nipple stock shall be of same material used in connecting pipe and shall conform with material specifications.
 2. Malleable Iron Screwed Pipe Fittings: Class 150, ANSI B16.3.
 3. Screwed Unions: Screwed unions shall be bronze or brass or galvanized malleable iron provided with ground brass, monel metal or other noncorroding seats. Unions with gaskets will not be permitted unless authorized by the CITY. Unions for chemical feed lines shall be from same material as piping.
 4. Metal Pipe Couplings: Couplings shall be Rockwell, Dresser. Unless otherwise indicated, couplings 2 in. and smaller shall be malleable iron and couplings over 2 in. shall be cast iron.
 5. Service Saddles (for DI, Steel and PVC Pipe): Service saddles shall be epoxy coated with stainless steel straps as manufactured by Smith Blair (Rockwell), Romac, JCM or Ford.
 6. Tube Fittings: Unless otherwise noted on the drawings, all tube fittings shall be Swagelok as manufactured by Crawford Fitting Company or Parker.

7. Restraining Rods: All rods and hardware used for pipe restraints shall be 316 SS, unless otherwise noted.
8. Link Seals: Link seals shall be used to seal the annulus opening between all pipes which type consisting of interlocking synthetic rubber links shaped to continuously fill the annulus and provide a totally water tight seal. The Contractor shall contact the manufacturer prior to coring the holes to assure proper sizing. Link seals shall be manufactured by Thunderline Corporation.
9. Uniflange: All uniflanges shall be Series 400 for ductile iron pipe. Where used for PVC an appropriate Series 900 Adapter flange shall be used. Uniflange shall be as manufactured by Nappco Incorporated.
10. SS Tubing: Stainless steel tubing shall be seamless fully annealed high quality 16SS complying with ASTM A269 or A213. The stainless steel tubing shall be of hardness Rb 80, or less, and based on a ultimate tensile strength of 75K psi. The tubing's OD shall be sized to match standard size precision tube fittings without adapters or reducers. The wall thickness shall be based on a working pressure of 3,600 psi minimum as calculated according to ANSI B31.3. The tubing shall be free of scratches and suitable for bending or flaring. The tubing shall be compatible with precision tube fittings.
11. Restraint Harness for AWWA C-900 Series Pipe Bells (Sizes 4-inches - 12-inches): The restraint ring and gland shall be made entirely of ductile iron components conforming to ASTM A536. The harness assembly's bolts shall be Grade 5 galvanized or Corten steel machine bolts. The bell ring shall be split ring ductile iron with side bolt configuration designed to fit behind the pipe bell. The restraint ring shall have a serrated interior surface utilizing side bolts at a specified torque to wedge itself onto the pipe surface. The restraining harness assembly, including glands and tie bolt configuration, shall have a minimum working pressure of 150 psi or greater. The restraint harnesses shall be Series 1600 by EBAA Iron, Inc.
12. Flange Hardware: Unless otherwise noted, all flange bolts, nuts and washers shall be galvanized per the requirements of Section 15100.
13. Ductile Iron Pipe Restraints: Ductile iron pipe restraints shall be Series 1100 for ductile iron pipe. Glands shall be manufactured of ductile iron conforming to ASTM A536 80. Restraining devices shall be ductile iron heat treated to a minimum hardness of 370 BHN. Twist off nuts shall be used to insure proper actuating of restraint devices. The restraint devices shall be Megalug, manufactured by EBAA Iron Sales, Inc. Push-on joints may be restrained using U.S. Field-Lock Gaskets or American Fast Gaskets.
14. Flanged Coupling Adapters; Flanged coupling adapters shall be Rockwell Type 913 or Dresser Style 128.
15. Stainless Steel Expansion Joints: Stainless steel expansion joints shall be flanged and suitable to allow 3.8 inches of axial compression and 0.5 inches of axial offset in a 36-inch size and rated at 50 psi @ 70°F. The expansion joint shall be 316 SS. Stainless steel expansion joints shall be an OMNI-FLEX Model, manufactured by CAB Incorporated.

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16. Rubber Expansion Joint: Rubber expansion joints shall be flanged, single arch style with a ½ inch steel backing ring. Rubber expansion joints shall be suitable for minimum 50 psi manufactured by General Rubber Corporation.

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17. Saddles for FRP Pipe or Duct: Fiberglass saddles shall be as manufactured by Smith Fiberglass, or other CITY approved fabricator. The installation of fiberglass saddles shall be in strict accordance with manufacturer's recommendations, including, but not limited to, the surface preparation of piping prior to placement of the saddle. All fiberglass saddles shall be retained by bonding and 316 SS U-clamps with 316 SS hardware.
18. Flexible Metal Hose: Flexible metal hose up to 7/8-inch diameter shall be 304 stainless steel overbraid with smooth bore virgin Teflon hose interior. NaOH and NaOCl applications shall use 316 stainless steel hardware ends. End connections shall be suitable for the application as shown on the plans without special adapters. The end connections shall consist of compression type inner and outer sleeves such that the Teflon hose and braid is continuous up to the gland nut. Hose clamps are not acceptable. The hose ID shall not be less than the ID of the item to which it is connected. The hose and end connection assembly shall be rated at a minimum 1,000 psi working pressure and factory tested to 1-1/2 times the working pressure. The flexible metal hose shall be manufactured by Swagelok or Jackson Industries.
19. Flexible metal hose 1-inch to 4-inch diameter shall be convoluted virgin Teflon hose interior reinforced with 316 stainless overbraid. NaOH and NaOCl applications shall use 316 stainless steel hardware ends. The hose shall have integral NPT male and/or female hardware end connections such that the hardware ends will connect directly without special adapters. The end connections shall consist of compression type inner and outer sleeves such that the Teflon hose and stainless steel braid is continuous up to the gland nut. Hose clamps are not acceptable. The hose ID shall not be less than the ID of the item to which it is connected. The hose and end connection assembly shall be rated at a minimum 250 psi working pressure for the 2 inch size. The flexible metal hose shall be Fluoroflex CB Hose as manufactured by RistoFlex Industries, or CITY approved equal.
20. Double Contained Piping/Fittings: Fuel piping shall be double contained as shown on the drawings. Fuel piping shall be Schedule 80 black iron (carrier) and FRP containment. The system shall come complete with inspection ports, double contained valves, termination fittings, contained pump connections, adapters and transitions as set forth or required by the plans. Double contained valves shall be of the same material and rating as non-double contained valves specified elsewhere in this specification. The annulus shall be fully sealed. The Contractor is specifically advised that special fabrications will be required to terminate the system at the pumps, etc., without jeopardizing the integrity of the double containment. All necessary adapters to accommodate the installation shall be provided and installed. All carrier piping shall be supported using fittings, suitable, in the CITY's opinion, for the conveyed liquid. Supports shall be provided at a minimum of two at each fitting and one every four feet of pipe. FRP containment pipe shall be Red Thread, RT-IIA, Secondary Pipe manufactured by Smith Fiberglass, or Dualoy 3000/L as manufactured by Ameron. The pipe shall be filament wound with amine cured epoxy resins and fiberglass roving, with a resin rich inner corrosion barrier. Flange shall be threaded and bonded and the pipe shall be UL listed for petroleum service.

PART 3 - EXECUTION**3.01 EXCAVATION**

- A. The CONTRACTOR shall perform all excavation of every description and of whatever substances encountered to the depths indicated on the drawings or as necessary. This shall include

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all necessary clearing and grubbing of any foreign substance encountered within the structure or trench area. Excavated material suitable for backfill shall be piled in an orderly manner at a sufficient distance from the trench to prevent slides or cave-ins.

B. Protection of Existing Facilities and Utilities: All existing improvements such as pavements, conduit, poles, pipes and other structures, shall be carefully supported and fully protected from injury and, in case of damage, they shall be restored by the CONTRACTOR without compensation. Existing utilities and other underground obstructions are shown on the plans, but the accuracy of the locations and depths is not guaranteed. The CONTRACTOR shall contact the utility prior to construction and arrange for the necessary assistance in locating and protecting the existing utilities.

The CONTRACTOR shall be responsible for damages to these existing utilities and shall, in case they are damaged, restore them to their original condition.

No more than 50 linear feet of trench shall be open in advance of the completed pipe laying operation without prior approval of the CITY. Pipe trenches across roadways and driveways shall be backfilled as soon as pipe is installed. Where, in the opinion of the CITY, adequate detour facilities are not available, no trench shall be left open across a roadway or commercial property where adequate detour routes are not available for a period in excess of 30 minutes, or as directed by the governing authority. No trench shall be left open across any roadway, driveway or sidewalk for more than 24 hours.

C. Trench Excavation: The minimum width of the trench shall be equal to the outside diameter of the pipe at the joint plus 8 in. each side of pipe for unsheeted or sheeted trench, with the maximum width of trench, measured at the top of the pipe, not to exceed the outside pipe diameter, plus 24 in., unless otherwise shown on the drawings. Trench walls shall be maintained vertical from the bottom of the trench to a line measured at the top of the pipe. From the top of the pipe to the surface the trench walls shall be as vertical as possible under soil conditions. No requirements stipulated herein, shall supersede the Florida Trench Safety Act.

D. Shoring, Sheet piling and Bracing: The CONTRACTOR shall do all shoring, sheet piling and bracing or provide other approved facilities required to perform and protect the excavation and as necessary for the safety of the public, the employees, and the preservation of existing roads, structures and other utilities. The top of such sheet piling left in place shall be cut off at a minimum elevation of two and a half (2.5) feet below finished grade.

E. Pavement Removal: The CONTRACTOR shall remove pavements as part of the trench excavation or as otherwise indicated. The material from permanent pavement removal shall be carefully separated from trench excavation material and disposed of by the CONTRACTOR.

F. Boulder Removal: All rocks, stones, boulders or concrete, having any dimension larger than permitted to be used for backfill in the paragraph entitled "Backfilling" of these specifications, shall be removed from the site and disposed of by the CONTRACTOR. The disposal site will be provided by the CITY within two (2) miles of the construction site.

G. Disposal of Excess Materials: The CONTRACTOR shall dispose of the excavated materials not required or suitable for backfill. All surplus excavated material which is suitable for fill shall become property of the Contractor, and shall be disposed of by the contractor at his expense off of the project site.

H. Unstable Soil Conditions and Over depth Excavation: Where unstable soil conditions are encountered, the excavation shall be increased as directed by the CITY. The bottom of the

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excavation shall be brought up to the proper excavation elevation utilizing suitable and properly compacted backfill material.

3.02 INSTALLATION OF MAINS AND MISCELLANEOUS PIPING

A. Unless otherwise noted on the drawings or in other sections of this specification, the pipe shall be handled and installed in strict accordance with the manufacturer's instructions and with the applicable AWWA or ASTM Standards. If a conflict exists between the manufacturer's instructions and the AWWA or ASTM Standards, the manufacturer's instructions shall govern.

Ductile Iron Pipe - AWWA C-600

Polyvinyl Chloride Pipe - ASCE Manual No. 37, ASTM D2321.

B. The CONTRACTOR shall use every precaution during construction to protect the pipe against the entry of non-potable water, dirt, wood, small animals and any other foreign material that would hinder the operation of the pipeline. Where the groundwater elevation is above the bottom of the trench, the CONTRACTOR shall provide suitable dewatering equipment. All piping shall be placed in a dry trench, unless wet trench installation is approved by the CITY.

C. Depth of Cover: Unless otherwise shown on the drawings, or otherwise authorized by the CITY, the pipe shall have a minimum depth of thirty-six (36) inch.

D. Piping Restraint Systems: All piping systems shall be restrained to withstand the specified test pressure. In no case will this pressure be less than one hundred fifty (150) psi. In general, and unless otherwise specifically shown, all restraint systems shall be mechanical. All ductile iron or C900 PVC shall be restrained with Megalugs or locking gaskets unless it is designated as flanged. At a minimum, joint restraints shall be provided on all below grade piping and fittings at the point where either a horizontal or vertical change in direction occurs. Joint restraints shall be used as indicated and/or as required as far back from fittings on the pipeline as necessary to maintain the system integrity at the specified test pressure. The number of joints to be restrained shall be according to DIPRA calculations and subject to the CITY's approval. Where, in the CITY's opinion a mechanical restraint system is not feasible, or where shown on the drawings, the CONTRACTOR shall use thrust or gravity blocks as required to restrain the piping system. The CONTRACTOR is cautioned that the thrust and gravity block details shown on the drawings are adequate only to one hundred fifty (150) psi.

E. For above-grade piping, all valves and fittings shall be provided with concrete support blocks unless fabricated FRP stainless steel or aluminum supports are otherwise indicated. All above grade piping shall be supported at intervals recommended by the manufacturer but not less than the indicated supports. The CONTRACTOR is specifically cautioned to confirm the adequacy of the indicated supports with the pipe manufacturer and add additional supports of like design where required, subject to the CITY's approval. Required support intervals shall be submitted with the shop drawing. All piping systems shall be fully supported. Support blocks shall be designed according to the requirements shown on the plans.

F. Connections to Existing Mains: The CONTRACTOR shall make connections to existing mains as shown on the drawings. Connections shall be made only after arrangements have been completed by the CONTRACTOR with the CITY and shall be under the CITY's immediate supervision.

G. Leakage Test: Leakage and pressure tests shall be conducted in the presence of the CITY in accordance with AWWA C-600 Section 4 procedures. The CONTRACTOR will provide a suitable

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pressure gage, acceptable to the CITY, for the test. The CONTRACTOR will provide all other necessary apparatus including a pump, flow measuring device, piping connections and fittings and the necessary labor to conduct the tests. The test shall be of two hour duration. During the test, the pipe being tested shall be maintained at a pressure of not less than one hundred fifty (150) psi. Leakage is defined as the quantity of water added to the pipe being tested during the test period. No pipe installation will be accepted if the leakage exceeds the quantities specified in AWWA C-600, Section 4.2. For pipe less than three (3) inch diameter or above grade piping systems, the acceptable leakage criterion shall be no visible leaks of any amount. Pipe and fittings shall be sufficiently exposed to permit examination for leaks by the CITY. The CONTRACTOR shall submit to the CITY the testing pattern he proposes to follow prior to testing for the CITY's approval. No more than two hundred (200) feet of line shall be tested at one time unless the CITY specifically agrees, in writing, to a variation. The CONTRACTOR shall be responsible to provide any temporary valving or appurtenances to satisfy this requirement.

H. Flushing of Completed Pipelines: Following the leakage test, each section of completed pipeline shall be as thoroughly flushed as possible. A minimum flow shall be used for flushing that will insure a velocity in the pipe of two and a half (2.5) feet per second. Water required for testing and flushing shall be furnished by the CONTRACTOR. The water shall be from a potable water source satisfactory to the CITY. The CONTRACTOR is advised that pigging for flushing will be required on all pipelines.

I. Disinfection of Complete Pipeline: Following flushing, the CONTRACTOR shall disinfect all water mains and service lines as follows. All process equipment, including pumps, shall also be disinfected according to the procedures described herein. The CONTRACTOR shall develop and submit for approval a plan for achieving the desired disinfection without damaging any of the process equipment/pumps. The plan shall include a method for disposal of the disinfecting agent and water at the end of the exercise. Water shall be fed slowly into the system applying sufficient chlorine to produce a dosage in excess of fifty (50) ppm at the farthest point in the system from the point of application. The chlorine solution then shall be retained in the line for a period of twenty four (24) hours. At the end of this time if a minimum chlorine residual of five (5) ppm is not obtained, the procedure shall be repeated. During the disinfection process, all valves shall be operated. After disinfection, the water shall be flushed from the system at its extremities until excessive chlorine residuals are eliminated. Water samples for bacteriological examination shall be taken as directed by the Department of Health and submitted to the nearest approved bacteriological laboratory. Chemical feed lines shall be flushed with potable water after leakage testing and water samples for bacteriological examination shall be taken and submitted as described previously, as required by the Department of Environmental Protection. The chlorine residual at the time of sample collection shall not exceed four (4) mg/l and the pressure in the main shall not be allowed to drop below twenty (20) psi after the samples are collected. Disinfection shall not be considered satisfactory until laboratory reports are satisfactory to the Department of Health or Department of Environmental Protection.

J. Water for Disinfection, Testing and Flushing: Water required for disinfection, testing and flushing shall be furnished by the CONTRACTOR. The water shall be from a potable water source satisfactory to the CITY. The cost of the water shall be included in the cost of the pipe and no separate payment will be made for this item.

K. Piping Stress: All flanged piping, fittings and other equipment shall be installed so that no pipe stress is transferred to the equipment. Flanged pipe and fittings shall remain aligned with the flange bolts removed. Contractor will demonstrate the lack of pipe stress prior to start up of pumps.

3.03 BACKFILLING

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A. Material: Shall be excavated material, essentially free of organic material, asphaltic concrete, clay, concrete, boulders and other deleterious materials.

B. Bedding and Pipe Embedment: The material in the bedding, around the pipe and to a depth of one (1) foot over the pipe shall be sand or a mixture of sand, shell or crushed rock properly graded and mixed so that fine grain material from the side walls of the trench or backfill above the embedment will not migrate into the backfill material. The backfill shall meet the following limitations:

Ductile Iron Pipe - All material shall pass through a three fourths (3/4) inch square opening laboratory sieve.

Plastic Pipe and Fiberglass Pipe - All materials shall pass through a half (1/2) inch square opening laboratory sieve for water mains and force mains.

C. Above Pipe Embedment: The material shall be sand or a mixture of sandy material and rock, stone and shell. Rock, stone and shell shall pass through a three and a half (3-1/2) inch ring.

D. Additional Fill: If sufficient suitable backfill material is not available from the excavation, additional fill meeting the above requirements shall be provided by the CONTRACTOR.

E. Placing and Compaction:

1. Under Pavement: Where the excavation is made through proposed pavements, including shoulders, curbs, driveways or sidewalks, or where such structures are penetrated by wellpoints, the entire backfill to the subgrade of the pavement or structures shall be made with predominantly sandy material free from rock, stones or organic matter, except that rocks passing a 3-1/2 in. ring will be permitted in backfill between the elevation one foot above the top of the pipe and the bottom of the pavement subgrade.

The entire backfill material, including the material placed around and one foot above the pipe, shall be compacted to a density of not less than ninety eight (98%) percent of the maximum density, as determined by ASTM D-1557. Particular care shall be taken to insure that the backfill at the haunch is free from voids and is properly compacted. Compaction by flooding or puddling will be permitted only by written authorization from the CITY.

Roads, walks and driveways consisting of broken stone, gravel, marl, shell, shellrock, or a conglomerate of such materials are not considered as being permanent pavement.

2. In Areas Not Under Permanent Pavement: Within right-of-ways or other areas where permanent pavement does not exist or is not proposed, including roads, walks and driveways consisting of broken stone, gravel, marl, shell, shellrock or conglomerate, the entire backfill to the subgrade of the pavement or structures shall be made with predominantly sandy material free from rock, stones or organic matter, except that rocks having a maximum dimension of six (6) inch will be permitted in the backfill between the elevation one (1) foot above the top of the pipe and one (1) foot below the surface. Particular care shall be taken to insure that the backfill at the haunch is free from voids and is properly compacted. The bedding and embedment shall be compacted to a density of not less than ninety eight (98%) percent of maximum as determined by ASTM D-1557. The backfill material above one (1) foot over the pipe shall be compacted to a density of not less than ninety (90%) percent of the maximum density, as determined by ASTM D-1557. Compaction by flooding or puddling will be permitted only by written authorization from the

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CITY.

F. Miscellaneous: Backfilling around meter boxes, valve boxes and other structures shall be accomplished in the same manner as the connected pipe. Extreme care shall be used in backfilling wellpoint holes to prevent voids and settlement. If necessary, the holes should be plugged with a concrete slurry, such plugging to be at the expense of the CONTRACTOR.

G. Compaction Tests: The CITY may, at any time, instruct the CONTRACTOR to partially excavate a previously backfilled trench or temporarily backfilling of a short section of the trench for the purpose of obtaining measurements of the density of the backfill. The testing will be paid for by the CONTRACTOR. The cost of the partial excavation and restoration of the backfill will be paid for by the CONTRACTOR. Any test failures will be paid by CONTRACTOR. Density tests shall be taken along each pipe run (maximum distance between tests shall be 100 feet).

3.04 RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY: Where pavement, sidewalks, trees, shrubbery, fences or other property and surface structures not designated as pay items, have been damaged, removed or disturbed by the CONTRACTOR whether deliberately or through failure to carry out the requirements of the contract documents, state laws, municipal ordinances or the specific direction of the CITY, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the CONTRACTOR to a condition equal to that before Work began within a time frame approved by the CITY.

3.05 PROTECTION: At the end of each workday the mains under construction shall be plugged to prevent the entry of small animals or rodents. Temporary plugs shall be provided for this purpose.

3.06 SUPPORTS: All above grade piping shall be fully supported at intervals which are no greater than the pipe manufacturer recommended distances. All supports shall be fabricated of three hundred sixteen (316) stainless steel (SS) unless otherwise noted, and secured with three hundred sixteen (316) SS hardware. All piping shall be clamped to supports using neoprene gaskets and three hundred sixteen (316) SS hardware. All pipe supports shall be installed to allow axial pipe movement due to thermal expansion/contraction without jeopardizing the integrity of the support.

3.07 CLEANUP: The CONTRACTOR shall maintain the site of the Work in a neat condition. The CONTRACTOR shall remove all excess materials, excess excavated materials and all debris resulting from his operations within a time frame approved by the CITY.

END OF SECTION 02610

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SECTION 02640

VALVES, GAUGES AND MISCELLANEOUS

PART 1 - GENERAL

1.01 DESCRIPTION: The CONTRACTOR shall furnish and install all valving equipment, gauges and miscellaneous items as shown on the drawings and as specified.

1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Work under this Contract shall be in strict accordance with the following codes and standards:

- A. Local, county and municipal codes
- B. American Society for Testing and Materials (ASTM)
- C. American National Standards Institute (ANSI)
- D. American Water Works Association Standards (AWWA)
- E. Florida Department of Transportation Specifications (DOT)
- F. Federal Specifications
- G. United States Department of Commerce Commercial Standards (CS)

1.03 MATERIALS AND EQUIPMENT

A. Unless otherwise specified or shown on the drawings, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such materials or equipment.

B. Prior to the start of the Work, the CONTRACTOR shall submit a list of the manufacturers of all equipment and materials to be incorporated in the work that conform a standard, code or as specified.

PART 2 - PRODUCTS

2.01 VALVE OPERATORS

A. General: The rated torque capability of each operator shall be sufficient to seat, unseat and rigidly hold in any intermediate position the valve disc it controls under the test conditions specified. All valves shall be equipped with adjustable mechanical stop-limiting devices to prevent over-travel of the valve disc in the open and closed positions. Operator housings, supports and connections to the valve shall be designed with a minimum safety factor of five based on the ultimate strength, or based on three on the yield strength of materials used. The rated torque capability of each cylinder portion of a cylinder operator shall be sufficient to seat, unseat and rigidly hold in any intermediate position the valve disc or plug it controls under the operating conditions specified. Operators to be buried shall be watertight. Above grade operators shall be weatherproof. The position of the operator shall be as shown on the shop drawings. The piece mark of the valves, the location, the size, the type of operator, the maximum working head, and the closing time shall be tabulated on the shop drawings. Unless otherwise noted, all non-buried valves shall be equipped

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with handwheel operators unless the valve has an electric operator with manual override. A valve key of suitable length shall be provided for buried operators. The CONTRACTOR shall be responsible for dimensionally confirming the required orientation of the valve operators (both manual and electric). Any required extensions or fabrications necessary to accommodate the installation of the operators shall be provided and installed.

B. Gearing: All gear operators or traveling-nut operators shall be self-locking and designed to transmit twice the required operator torque without damage to the faces or the gear teeth or the contact faces of the screw or nut. Upon request, the manufacturer shall furnish the purchaser with certified copies of reports describing the procedures and results of the tests for each model and torque rating of operator to be furnished.

Operators composed of worm gearing shall be totally enclosed in a gear case and shall have worm gears of bronze and worms of hardened steel that operate in a lubricant.

Operators of the traveling-nut type shall have threaded reach rods of steel and shall have a bronze or ductile iron nut with internal threads. Operators shall be enclosed.

C. Manual Operators: Manual operator shall have all gearing totally enclosed. Operators shall be designed to produce the specified torque with a maximum pull of 80 lbs on the handwheel or a maximum input of one hundred fifty (150) foot-pound on operating nuts. Stop-limiting devices shall be provided in the operators for the open and closed position. All operator components between the input and these stops shall be designed to withstand, without damage, a pull of two hundred (200) pounds for handwheel operators and an input torque of three hundred (300) foot-pound for operating nuts. An arrow and the word "open" or "close" shall be cast on the handwheel to indicate the direction to turn said handwheel. All operating nuts shall be designed so that counter-clockwise movement of the handwheel will open the valve and clockwise movement of the handwheel will close the valve.

2.02 BUTTERFLY VALVES

A. All butterfly valves shall conform to AWWA C504-latest revision, Class 150-B. Hardware shall be constructed of eighteen-eight (18-8) Type three hundred four (304) or Type three hundred sixteen (316) stainless steel (SS). Ends shall be flanged or mechanical joint as required. The disc shall be centered between flanges or mechanical joints. Direction to open valve shall be counter-clockwise. Valves shall be manufactured by Mueller, Dezurik, or Clow.

B. Each valve disc shall rotate through an angle of 90 degrees from the fully opened to the fully closed position. The axis of rotation of all valve discs shall be horizontal except where otherwise shown on the drawings. A position indicator shall be provided for valves with a handwheel or electrical operator.

C. Seat shall be molded in and vulcanized to the valve body and shall fully line interior of valve body.

2.03 CHECK VALVES

A. Check valves larger than two (2) inches shall be cast iron, bronze mounted and conform to AWWA C126-latest revision. Valves shall be flanged, mechanical joint or wafer as required. Valves shall be furnished with all jointing accessories.

B. The injection well pump check valves shall be globe style rated for one hundred fifty (150) psi,

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Series six hundred (600) silent check valves as manufactured by Valve and Primer Corporation (APCO), Mueller Steam Specialty or Crispin Valve. All other check valves shall have outside weight and levers as manufactured by American Darling, Kennedy, Mueller or Clow.

2.04 BALL VALVES

A. PVC Ball Valves: Ball valves shall be designed for a water working pressure of not less than one hundred fifty (150) psi, shall be constructed of PVC and when in the fully-open position, shall have a port diameter not less than Schedule 80 PVC pipe of the same nominal diameter. Valves shall be designed with true union ends to permit removal of the valve from the line and with end connectors designed for solvent welding to the pipe. Valves shall be equipped with a manual lever type operator. Buried valves shall be equipped with a nut suitable for hand service and box. Ball valves shall be union design, Series seventy (70), top entry, plastic ball valves as manufactured by ITT Grinnell, Duo-Bloc as manufactured by ASAHI/America or True Blue as manufactured by Plastomatic Valves, Inc.

B. Steel Ball Valves: All steel ball valves shall be constructed of three hundred sixteen (316) SS, including handle, stem, stem nuts, washers, stop plate, body and ball. Body bolts and nuts shall be stainless steel. Ball valves shall be designed for a pressure not less than six hundred (600) psig. Valves shall have a female NPT inlet/outlet connections. Ball valves shall be Series sixty (60), stainless steel swing-out ball valves, as manufactured by Whitey Co., or Series forty-four (44), as manufactured by Worcester Controls.

2.05 AUTOMATIC AIR RELEASE VALVES

A. Air release valves shall be of the size shown and shall have screwed ends. The bodies shall be of high-strength cast iron and the float shall be Type three hundred sixteen (316) stainless steel (SS). All moving parts shall be of stainless steel or bronze. Valves shall be designed for not less than one hundred fifty (150) psi water working pressure. Air release valves for potable water and effluent shall be one (1) inch APCO model sixty-five (65), Crispin or Valmatic model twenty-five (25). Air release valves for all other applications shall be two (2) inch APCO model four hundred (400)-WA, Valmatic model forty-eight (48) BWA, or Crispin.

B. Above grade valves shall be mounted on Schedule Forty (40) three hundred sixteen (316) SS pipe nipples with three hundred sixteen (316) SS isolation ball valves. Valves shall be fully supported with three hundred sixteen (316) SS support brackets.

2.06 PRESSURE GAUGES: Pressure gauges shall be direct reading, four (4) inch diameter (unless otherwise noted), one-quarter (1/4) inch male, bottom connected devices installed phenolic cases suitable for permanent outdoor applications. The pressure gauge ranges shall be as shown on the drawings. All wetted parts shall be three hundred sixteen (316) SS. Pressure gauges shall be glycerin filled and equipped with a three hundred sixteen (316) SS snubber. Unless otherwise noted, all gauges shall be installed on half inch (1/2") minimum, three hundred sixteen (316) SS pipe nipple. A minimum half inch (1/2") three hundred sixteen (316) SS air bleed valve and minimum half inch (1/2") three hundred sixteen (316) SS isolation ball valve shall be provided at every gauge. Pressure gauges shall satisfy ASME B 40.1, Grade 2A.

2.07 SOLENOID VALVES: Solenoid valves shall be designed for not less than 150 psi water working pressure and shall be installed where shown. Electrical operators for solenoid valves shall be in accordance with electrical drawings and be installed in NEMA 3R or 4X enclosure. Valves

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shall be two way pattern, screwed, brass-body type, ASCO Series 8210. Unless otherwise noted, solenoids shall be normally closed, energize to open.

PART 3 - EXECUTION

Refer to Part 3, Section 02610.

END OF SECTION 02640

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SECTION 09800

COATINGS

PART 1 - GENERAL

1.01 SCOPE: The work described in this section of the specifications includes the furnishing of all materials, labor, tools, and equipment to apply all coatings, as specified or as shown on the drawings. The CONTRACTOR is specifically cautioned that this Section includes requirements for equipment and other items specified elsewhere in this document. The work includes surface preparation and coating all items supplied and installed under this contract, or existing facilities damaged pursuant to this work.

1.02 GENERAL: All coatings and paints shall be products of the manufacturer(s) approved by the CITY. The manufacturer's coating schedules, surface preparation and application instructions shall be submitted to the CITY for approval. Colors shall be selected by the CITY. The CONTRACTOR is specifically advised that non-standard colors may be required.

1.03 PAINTING NOT INCLUDED:

A. The following categories of work are not included as part of the field-applied finish work, or are included in other sections of these specifications.

B. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer finishing is specified for such items as finished electrical equipment including light fixtures, switchgear, distribution cabinets, instruments and meters. Pumps, blowers and motors are not included in this exception, unless specifically noted to the contrary.

C. Concealed Surfaces: Concealed surfaces shall be coated per this specification prior to installation. In particular, surfaces which will be concealed behind bolted connections shall be fully coated per this specification prior to assembly. For areas behind permanently installed equipment, apply coatings prior to installation.

D. Finished Metal and Thermoplastic Surfaces: Metal surfaces of anodized aluminum, three hundred sixteen (316) stainless steel (SS) (excluding nuts, bolts, and washers on painted pipe and equipment), chromium plate, bronze and similar finished materials will not require finish painting, unless otherwise indicated. This shall not include above grade copper items or all galvanized items, which will require coating, unless otherwise noted. Aluminum and FRP pipe supports, three hundred sixteen (316) SS, aluminum conduit, aluminum stair stringers and supports, aluminum grating, aluminum hand railing and factory coated PVC and FRP ductwork, and the FRP odor control system shall not be coated unless required for acceptability to potable water contact. Three hundred four (304) stainless steel items shall be coated. All stainless steel and galvanized surfaces shall be passivated prior to coating if recommended by coating manufacturer. All stainless steel, galvanized, aluminum, FRP, PVC or copper surfaces to be coated shall be scarified and solvent cleaned per SSPC SP-1 and additionally prepared as recommended by the coating manufacturer and approved by the CITY for proper performance of the coating. Notwithstanding other criteria in this specification section, all aluminum surfaces which are imbedded, or otherwise in contact with concrete, shall be coated on the contact side.

E. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts shall not be coated, unless otherwise indicated.

Installation of Injection Well No. 5 at WPWWTF

F. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.04 SUBMITTALS: Submittals shall be in accordance with Section 01300.

A. Manufacturer's Data; Painting: Submit four (4) copies of manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

B. Samples; Painting: Submit samples for CITY's review of color and texture only. Compliance with all other requirements is the exclusive responsibility of the CONTRACTOR. Provide a listing of the material and application for each coat of each finish sample. Samples of standard available colors shall be submitted to the CITY for selection.

1.05 DELIVERY AND STORAGE:

A. Store paint products in a clean orderly manner in a dry, well ventilated space; no smoking in storage area.

B. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

- Name or title of material
- Fed. Spec. number, if applicable.
- Manufacturer's stock number and date of manufacturer.
- Manufacturer's name.
- Contents by volume, for major pigment and vehicle constituents.
- Thinning instructions.
- Application instructions.
- Color name and number.
- Manufacturer's Safety Sheet

1.06 JOB CONDITIONS:

A. Apply water-base paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between fifty (50) degrees F and ninety (90) degrees F unless otherwise permitted by the paint manufacturer's printed instructions.

B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between forty five (45) degrees F and ninety five (95) degrees F unless otherwise permitted by the paint manufacturer's printed instructions.

C. Do not apply paint in rain, fog, or mist; or when the relative humidity exceeds ninety five (95%) percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.

D. Painting may be continued during inclement weather only of the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

1.07 TOLERANCES: This specification sets forth required dry film thicknesses. Where minimum thicknesses are specified all tests shall exceed the minimum amount. However, the manufacturer's maximum thickness recommendation or requirements shall also not be exceeded. Where a maximum is not indicated by the manufacturer, the maximum shall be one hundred fifty (150%)

Installation of Injection Well No. 5 at WPWWTF

percent of the minimum. Where a range of thickness is given, all tests shall be with the specified range. The tolerance is specified by the range.

1.08 SYSTEM COMPATIBILITY: Part of this project entails the surface preparation and the application of new coatings to certain existing facilities. Where existing coatings are not removed as part of the surface preparation process, the CONTRACTOR shall take paint samples and perform analyses as necessary to confirm compatibility of specified new systems with existing systems. Should the systems be determined to be incompatible, an alternate system shall be used, subject to the approval of the CITY.

1.09 NOMENCLATURE: This project includes surface preparation and re-coating of the existing plant structures and equipment. In some cases there are different criteria for the new facilities versus the existing facilities. For purposes of this specification section, "new" includes all facilities, structures or equipment added to the project site during this project; the term "existing" means any facilities, structures or equipment that existed on the project site at the time of the bid.

1.10 MANUFACTURER'S STANDARD COATINGS: The manufacturer's standard coatings on equipment may be used only where specifically accepted within the individual equipment sections. In all other cases, the coating systems specified in this section shall be utilized.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS: The following coating manufacturers are acceptable, where indicated.

1. Tnemec
2. Ameron
3. Thoroseal

2.02 COLORS AND FINISHES:

A. General: Prior to beginning work, the CONTRACTOR will furnish color chips for surfaces to be painted. Use representative colors when preparing samples for review. The CONTRACTOR is advised that non-standard colors may be required by the CITY.

B. Color Pigments and Finish: Pure, non-fading, applicable types to suit the substrates and service indicated. The finish of the coating system (flat, semi-gloss, gloss) shall be semi-gloss on all steel tankage, gloss on all pumps, motors, pipes, doors, windows, fascia, supports or other mechanical/equipment items and flat on all cementitious structures, unless otherwise indicated.

C. Paint Coordination: Provide specified finish coats which are compatible with specified prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used. Remove incompatible primers and re-prime as required. Notify the CITY in writing of any anticipated problems using specified coating systems with substrates primed by others.

D. Color Coding: All pipes shall be color coded per AWWA classifications or other applicable standards. Where AWWA does not designate a color, industry standards color, as indicated by the CITY, shall be used.

2.03 MATERIAL QUALITY:

Installation of Injection Well No. 5 at WPWWTF

A. Provide the best quality grade of the various types of coatings regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be acceptable.

1. Proprietary names used to designate colors or materials are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent products of other manufacturers.
2. Federal Specifications establish the minimum acceptable quality for paint materials. Provide a written certification from the paint manufacturer that materials provided meet or exceed these minimums.
3. Manufacturer's products which comply with the coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use only when acceptable to the CITY. Furnish material data and manufacturer's certificate of performance to the CITY for any proposed substitutions.
4. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.
5. The primer, overcoat, and intermediate coats shall be from one manufacturer, exclusive of Thoroseal, where specified.
6. Include a mildewcide in all finished surface coatings.

2.04 COATING SYSTEMS:

D. New Non-Submerged Metals and Miscellaneous Non-Metallic, Non-submerged Items (i.e., non-buried pipe, fittings, valves, supports, conduit (excluding aluminum), brackets, metal fabrications, etc.). All stainless steel, galvanized, aluminum, FRP, PVC, CPVC and copper surfaces shall be scarified and solvent cleaning per SSPC SP-1.

1. Primer: Apply a stripe coat of primer prior to the general primer application to all edges, welds, seam and corners. All flanges, retainer glands, etc. shall be caulked after the primer has been applied. The primer coat shall not be applied to galvanized, stainless steel, copper, FRP, PVC, CPVC or aluminum surfaces.
 - a. Amercoat EZII inorganic zinc with a minimum dry film thickness equal to two and a half (2.5) mils.
 - b. Tnemec 90 -97 organic zinc, with a minimum dry film thickness equal to three (3.0) mils.
2. Intermediate Coat:
 - a. Amercoat 383 HS polyamide epoxy with a dry film thickness equal to five (5.0) mils.
 - b. Tnemec Series 66 Hi-Build Epoxoline with a minimum dry film thickness equal to four (4.0) mils.
3. Finish Coat:

Installation of Injection Well No. 5 at WPWWTF

- a. Amercoat 450 aliphatic polyurethane coating with a minimum dry film thickness equal to two (2.0) mils.
- b. Tnemec Series 1074 Endura Shield II with a minimum dry film thickness equal to two and a half (2.5) mils.

E. Existing Non-Submerged Metals and Miscellaneous Non-Submerged Items (i.e. non-buried pipe, fittings, valves, supports, conduit (excluding aluminum) brackets, metal fabrications, etc.).

1. PRIMER: All flanges, retainer glands, etc. shall be caulked after the primer has been applied. Spot prime exposed metal surfaces with specified primer prior to general application of primer.
 - a. Amerlock 400 with a minimum dry film thickness equal to two (2.0) – four (4.0) mils.
 - b. Tnemec 135 Chembuild epoxy mastic with a dry film thickness equal to two (2.0) – four (4.0) mils.
2. Finish Coat
 - a. Amercoat 450 HS aliphatic polyurethane with a UV inhibitor and a minimum dry film thickness of two (2.0) mils.
 - b. Tnemec Series 1074U with a minimum dry film thickness of two (2.0) mils.

F. New Motors, Pumps, Gear Boxes and other mechanical equipment - Non-Submerged.

1. Primer Coat - Surface Preparation and Primer coat shall be shop provided per this specification. If manufacturer is unable to provide specification primer system, it shall be field performed.
 - a. Ameron Amerlock 400 with a dry film thickness equal to five (5.0) - eight (8.0) mils.
 - b. Tnemec 135 Chembuild epoxy mastic, with a dry film thickness equal to four (4.0) - six (6.0) mils.
2. Intermediate Coat:
 - a. Amercoat 383 HS polyamide epoxy with a minimum dry film thickness equal to five (5.0) mils.
 - b. Tnemec Series 66 Hi-Build Epoxoline, with a minimum dry film thickness equal to four (4.0) mils.
3. Finish Coat:
 - a. Amercoat 450 HS aliphatic polyurethane coating with a UV inhibitor and minimum dry film thickness equal to two (2.0) mils.
 - b. Tnemec Series 1074U with a minimum dry film thickness equal to two and a half (2.5) mils.

Installation of Injection Well No. 5 at WPWWTF
PART 3 - EXECUTION

3.01 INSPECTION:

- A. Applicator must examine the areas and conditions under which painting work is to be applied and notify the CONTRACTOR in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator.
- B. Starting of painting work will be construed as the Applicator's acceptance of the surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION:

- A. General: Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition. When the specified and recommended manufacturer's surface preparation system differ use the system which in the CITY's opinion is the more restrictive (conservative). Do not apply any primer, first coat or subsequent coats until the CITY has approved the surface preparation.
- B. Preparation: Carefully remove all hardware, hardware accessories, machine surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
- C. Cleaning: Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program the cleaning and painting so that contaminants from the cleaning process will not fall onto wet, newly-painted surfaces.
- D. Compatibility: Confirm compatibility with substrates where existing facilities are to be re-coated as part of this project. Scarify or otherwise prepare existing coated surfaces as recommended by the manufacturer and to the satisfaction of the CITY.
- E. Ferrous Metals:
 - 1. All new ferrous surfaces shall be sand blasted to a "Near White, SSPC-SP10" condition as specified by the Steel Structures Painting Council. Coatings shall be applied to all blasted surfaces before surface oxidation appears, but in any case, prior to the end of the same workday on which the blasting occurred.
 - 2. New pumps, motors, or similar equipment shall be shop primed only using the specified system. Intermediate and finish coats shall be field applied. The manufacturer of all pumps, motors, and similar mechanical equipment shall submit a written certification to the CITY that the surface preparation and prime coats satisfy the specification requirements. This certification shall be submitted and accepted prior to release for shipment. Touch up shall be applied as required. The equipment manufacturer shall submit written documentation confirming the surface preparation and coating is per specification. The CONTRACTOR is specifically advised that the dry film thickness of all factory applied coatings will be field confirmed by the CITY. Any coating not meeting the requirements of the specifications, in the sole opinion of the CITY, shall be removed.

Installation of Injection Well No. 5 at WPWWTF

surface preparation repeated and the coating re-applied in the field to the satisfaction of the CITY.

3. Except as noted in item two (2) above, all surface preparation and coating work shall be performed in the field, unless otherwise specifically identified in the specification or on the drawings.

G. PVC, FRP, CPVC, PE, Aluminum, Stainless Steel, Copper Surfaces, Not Previously Painted: Clean free of oil and surface contaminants with an acceptable non-petroleum based solvent. Galvanized surfaces shall be prepared according to SSPC SP-1 scarified prior to applying coatings.

3.03 MATERIALS PREPARATION:

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and if necessary, strain the material before using.

3.04 APPLICATION:

- A. Apply paint in accordance with the manufacturer's directions. Follow application instructions otherwise specified herein and use applicators and techniques best suited for the substrate and type of material being applied. All coatings applied to piping, duct, valving, pumps, blowers, motors, miscellaneous equipment, structural members, supports and tankage shall be spray applied.
- B. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

3.05 SCHEDULING PAINTING & COVERAGE:

- A. First Coat: Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- B. Successive Coats: Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Coverage: Application of the specified coating thicknesses and number of coats shall not relieve the CONTRACTOR from the obligation to provide a complete, smooth, even final system that yields coverage with no blemishes, inconsistencies or bleed-thru. Additional coats above the number specified shall be applied as required to produce a final result acceptable to the CITY.

3.06 QUALITY CONTROL:

Installation of Injection Well No. 5 at WPWWTF

- A. It shall be the CONTRACTOR's responsibility to properly notify and coordinate the fabricator's surface preparation and painting operations so that they conform to the requirements of these specifications.
- B. All paint shall be delivered to the site in unopened cans and shall be properly stored, stirred, and mixed prior to application.
- C. The finished surfaces shall be free from runs, ridges, voids, drips, waves, laps and variation in color, texture and finish. Painting found defective shall be scraped or sandblasted off and repainted as directed by the CITY. Before final acceptance of the work, damaged surfaces of paint shall be cleaned and repainted or touched up as directed by CITY.
- D. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- E. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.
- F. Successive coats of paints shall completely cover the previous coat so it cannot be seen. Each coat shall be tinted to make the various coats distinguishable. Successive coats shall be applied after a minimum twenty-four (24) hour drying period unless otherwise recommended by the manufacturer.

3.07 TESTING: The CONTRACTOR shall have available at the site a Tooke thickness gage and an elcometer or Micro-Test magnetic dry mil gage for the determination of coating thicknesses. A device to measure pit depth or other suitable instrument shall be supplied to measure the thickness of cementitious coatings or others not reasonably measurable by magnetic or scratch devices. No intermediate or finish coats shall be applied until the CITY has accepted the previous coat.

3.08 PROTECTION: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the CITY.

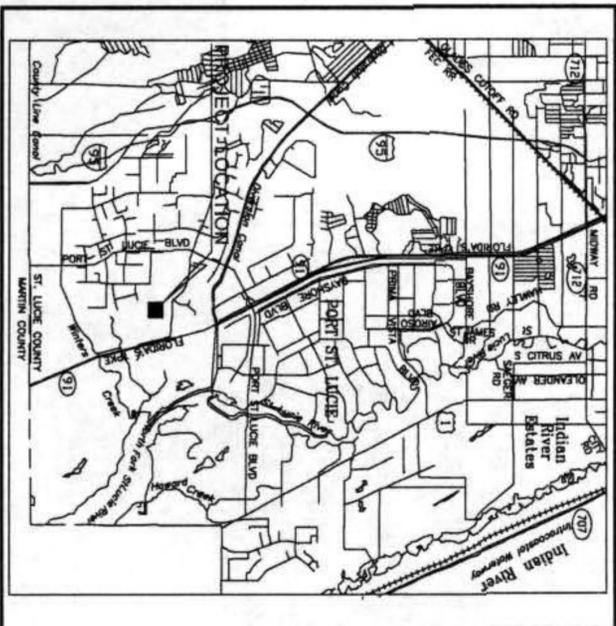
3.09 TOUCH-UP: The CONTRACTOR shall supply the CITY with one quart of each coating and color used on this project. Cans shall be unopened and properly identified.

3.10 WORK QUALITY: The finished surfaces shall be free from runs, ridges, drips, waves, laps, and variation in color, texture, and finish. Painting found defective shall be scraped or sandblasted off and repainted as directed by the CITY. Before final acceptance of the work, damaged surfaces of paint shall be cleaned and repainted or touched up as directed by the CITY. Caulk all flanges on piping prior to application of coatings with Sika 1-A caulk. All surfaces which have non-coated metal-to-metal contact such as nuts, bolts, valve bonnets, valve covers, etc. shall be caulked prior to coating.

3.11 CLEAN-UP: The CONTRACTOR shall use the manufacturer's recommended cleaning solvent for all clean-up. During the progress of the work, the CONTRACTOR shall remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day. Upon completion of the painting work, the CONTRACTOR shall clean window glass and other paint-spattered surfaces. Spattered paint shall be removed by washing and scraping, using care not to scratch or otherwise damage finished surfaces.

END OF SECTION 09800

CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT WESTPORT WWTF INSTALLATION OF INJECTION WELL PUMP NO. 5



- DRAWING INDEX**
- G-01 COVER
 - C-01 EXISTING SITE PLAN
 - IW-01 INJECTION WELL PUMP NO. 6005
 - PH-01 EXISTING INJECTION WELL PUMP STATION
 - E-49 INJECTION WELL ELECTRICAL

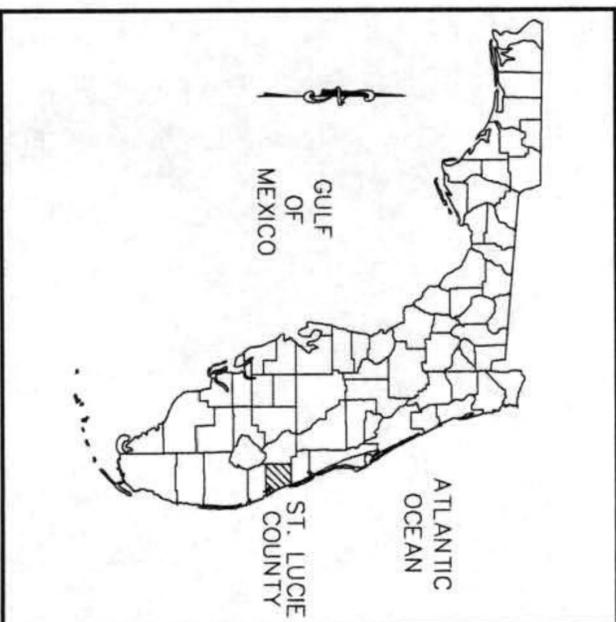
PREPARED BY

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UTILITY SYSTEMS DEPARTMENT
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"A City for All Ages"



ENGINEER OF RECORD

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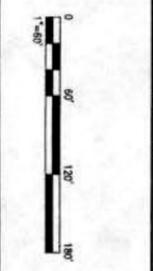
WESTPORT WWTF INSTALLATION OF INJECTION
WELL PUMP NO. 5

PSLUSD PROJECT # 18.0005

ISSUE DATE: MARCH 2012

SHEET
G-01

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REV. ISSUED DATE DESCRIPTION

SEAL

SEAL

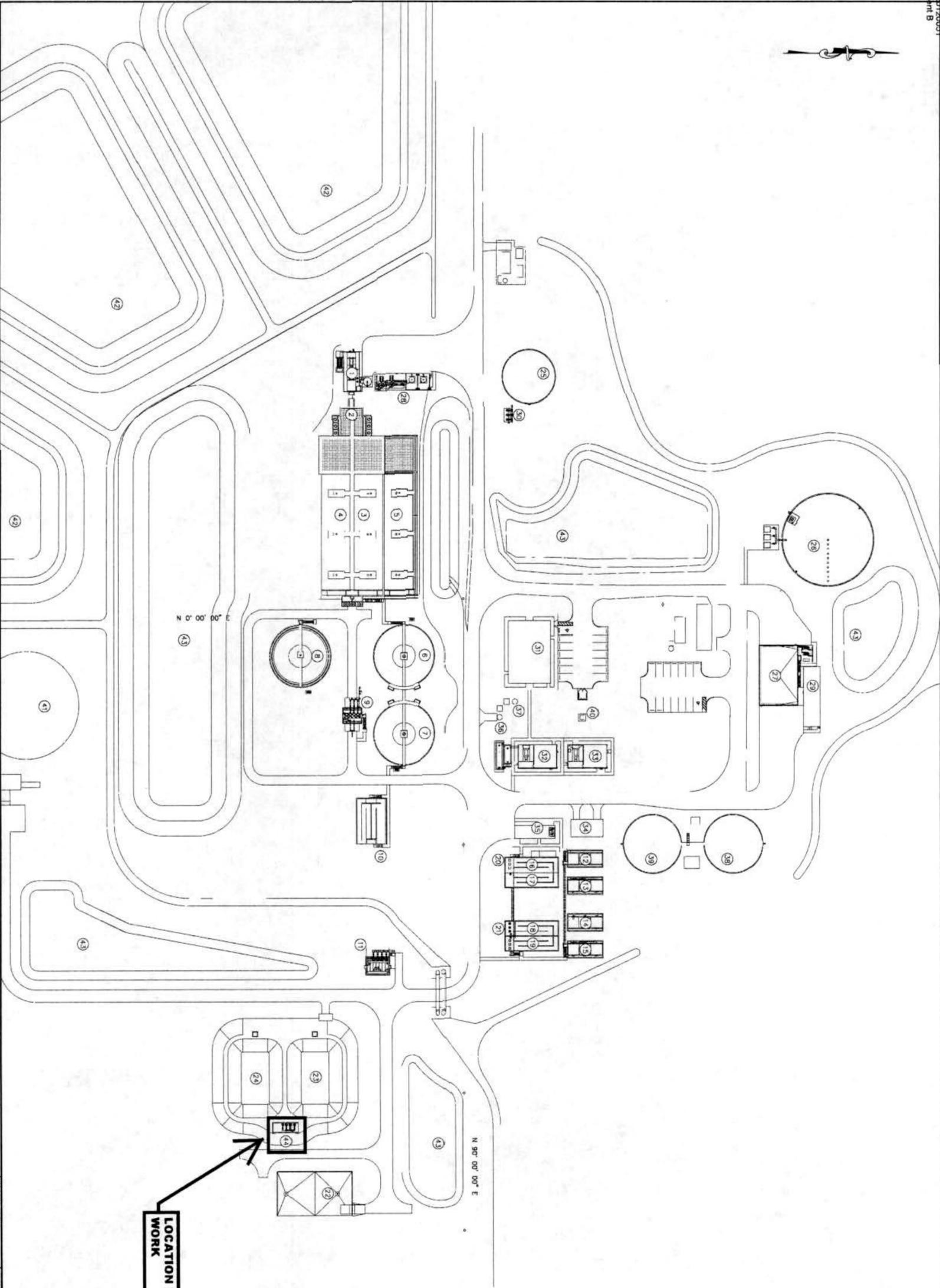
ARCADIS RMA
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Certificate No. 4757

**CITY OF PORT ST. LUCIE
WESTPORT WWTF
EXPANSION TO 120 MGD**

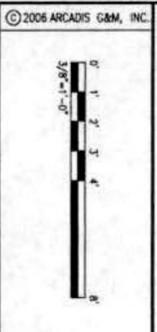
PROJECT MANAGER
M. REESE
SHEET TITLE
EXISTING SITE PLAN

LEAD DESIGN PROJ.
A. PASLEY
TAG/PHASE NUMBER
00002/0000
PROJECT NUMBER
WF021000

DESIGNED BY
S. STERN
DRAWING NUMBER
C-01
SHEET No.
7 of 240



- EXISTING PRIMARY FACILITIES/STRUCTURES LIST
- 1 PRETREATMENT
 - 2 RAPID MIX/SPLITER STRUCTURE
 - 3 PROCESS BASIN NO. 1
 - 4 PROCESS BASIN NO. 2
 - 5 PROCESS BASIN NO. 3
 - 6 CLARIFIER NO. 1
 - 7 CLARIFIER NO. 2
 - 8 CLARIFIER NO. 3
 - 9 RAS/WAS PUMP STATION
 - 10 BASIC LEVEL CHLORINE CONTACT (NIS)
 - 11 FILTER DOSING PUMP STATION
 - 12 TERTIARY FILTERS NO. 1-3
 - 13 TERTIARY FILTERS NO. 4-6
 - 14 TERTIARY FILTERS NO. 7-9
 - 15 TERTIARY FILTERS NO. 10-12
 - 16 HIGH LEVEL CHLORINE CONTACT NO. 1
 - 17 HIGH LEVEL CHLORINE CONTACT NO. 2
 - 18 HIGH LEVEL CHLORINE CONTACT NO. 3
 - 19 HIGH LEVEL CHLORINE CONTACT NO. 4
 - 20 RECLAIMED PUMP STATION NO. 1
 - 21 RECLAIMED PUMP STATION NO. 2
 - 22 INFLECTION WELL NO. 1
 - 23 EFFLUENT HOLDING POND NO. 1
 - 24 EFFLUENT HOLDING POND NO. 2
 - 25 EQUALIZATION TANK NO. 1
 - 26 EQUALIZATION TANK NO. 2
 - 27 SLUDGE STORAGE TANK
 - 28 SLUDGE DEWATERING BUILDING
 - 29 PRETREATMENT ODOOR CONTROL
 - 30 SLUDGE BUILDING ODOOR CONTROL
 - 31 EQUALIZATION RETURN PUMPS
 - 32 OPERATIONS BUILDING
 - 33 MCC/GENERATOR BUILDING NO. 1
 - 34 MCC/GENERATOR BUILDING NO. 2
 - 35 STORAGE BUILDING
 - 36 CHLORINE BUILDING NO. 1
 - 37 PLANT LIFT STATION NO. 1
 - 38 PLANT LIFT STATION NO. 2
 - 39 SLUDGE TANK (NIS)
 - 40 FTL TRANSFORMER
 - 41 PORTABLE WATER STORAGE TANK AND RE-PUMP
 - 42 PERCOLATION POND
 - 43 STORMWATER RETENTION POND
 - 44 INJECTION WELL PUMP STATION



REV.	ISSUED DATE	DESCRIPTION

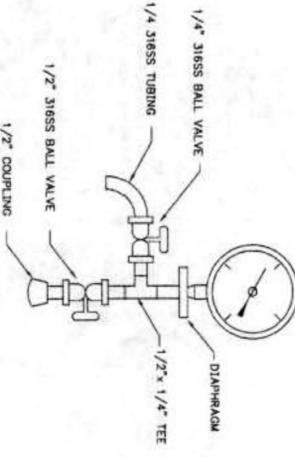
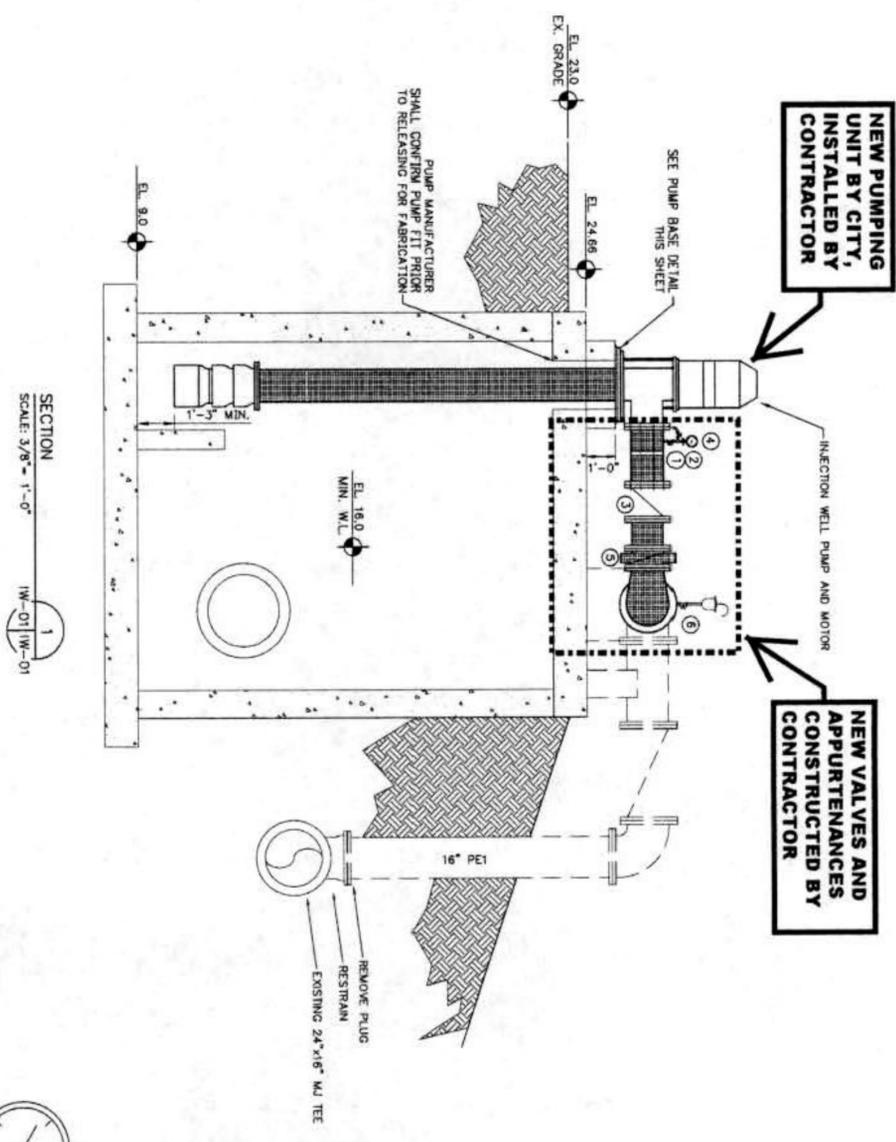
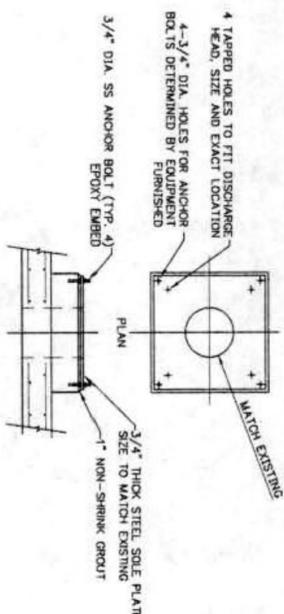
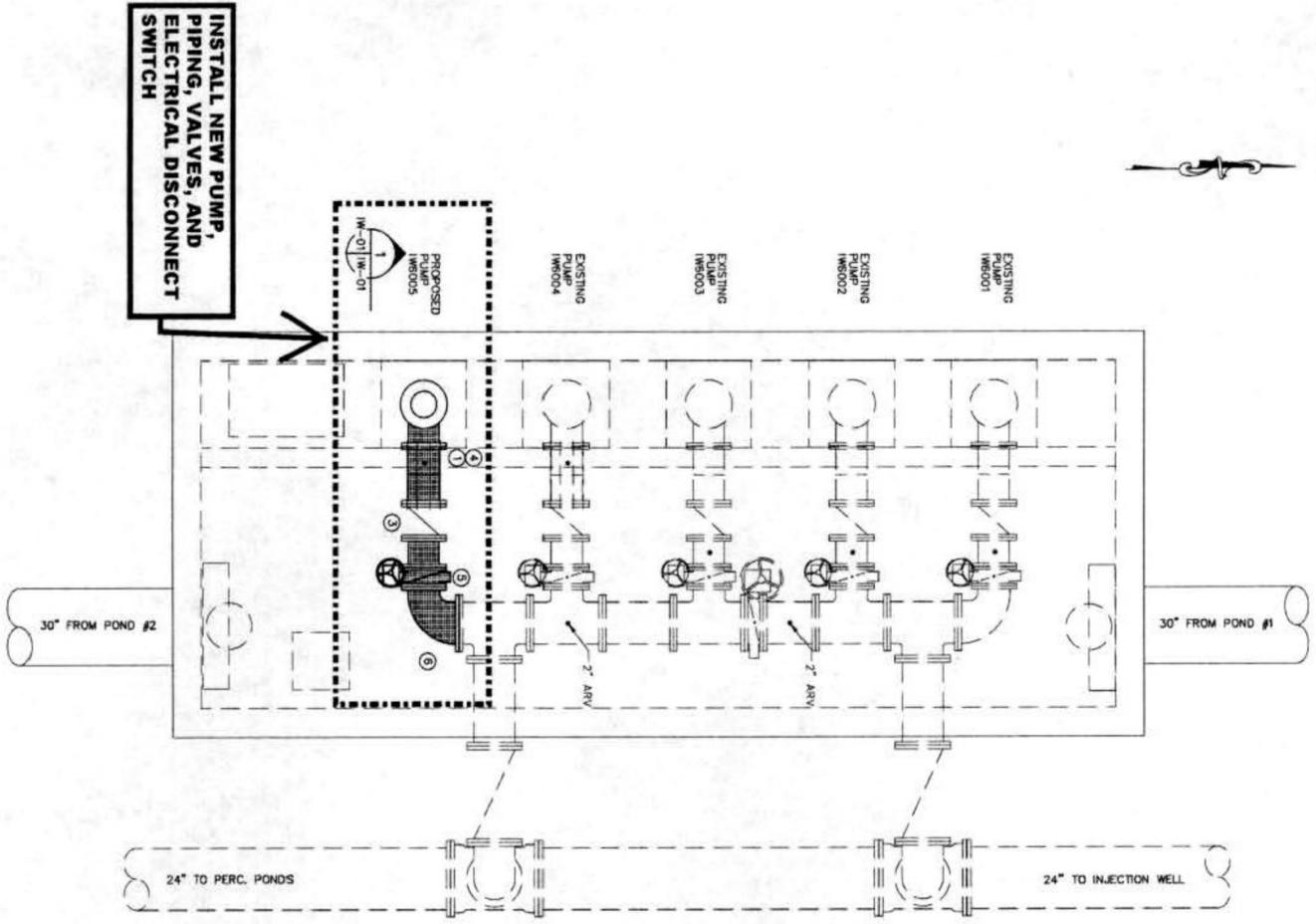
SCALE

SCALE

ARCADIS RMA
ARCADIS RMA, INC.
2281 VISTA PARKWAY
WEST PALM BEACH, FLORIDA 33411
Tel: 561-897-7700 Fax: 561-897-7751
Certificate No. 4757

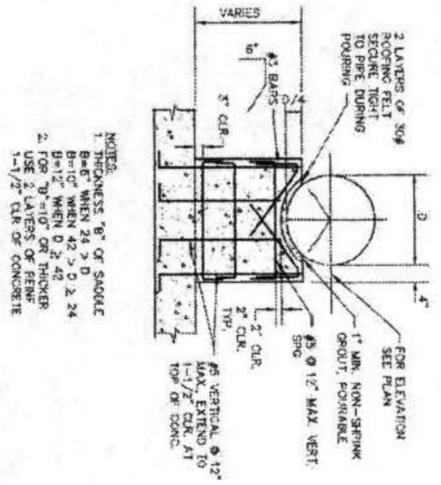
CITY OF PORT ST. LUCIE
WESTPORT WWTF
EXPANSION TO 120 MGD

PROJECT MANAGER W. REISE	DEPARTMENT MANAGER T. JENSEN	LEAD DESIGN ENGINEER A. PUSLEY	CHECKED BY DOAN AT S. STERN
INJECTION WELL PUMP NO. 6005 PLAN AND SECTION		PROJECT NUMBER WF021000	DRAWING NUMBER IM-01
			SHEET NO. 57 of 240

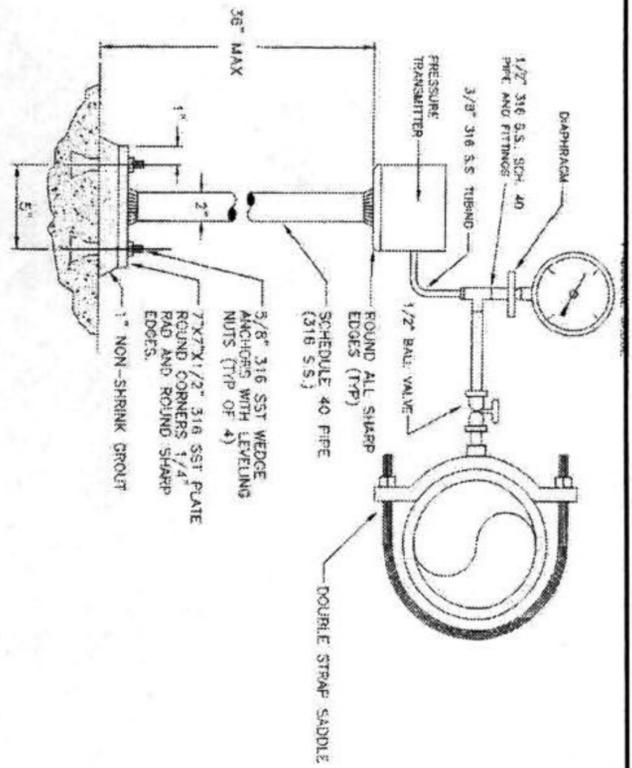


- MATERIAL LIST**
- ① 12" DR 2'-0" LONG REDUCED (FLG/P2)
 - ② 12" FLGD. COUPLING ADAPTER
 - ③ 12" DI FLGD. SILENT CHECK VALVE
 - ④ PRESSURE GAUGE ASSEMBLY (0-100 PSI)
 - ⑤ SS W/ SAMPLE POINT (SEE DETAIL THIS SHEET)
 - ⑥ 12" DI FLGD BRV
 - ⑦ 16" x 12" DI FLGD 90° BEND *

*** INSTALL A 12" X 16" TEE IN LIEU OF AN ELBOW**



CONCRETE PIPE SUPPORT DETAIL



PRESSURE TRANSMITTER/PRESSURE GAUGE DETAIL

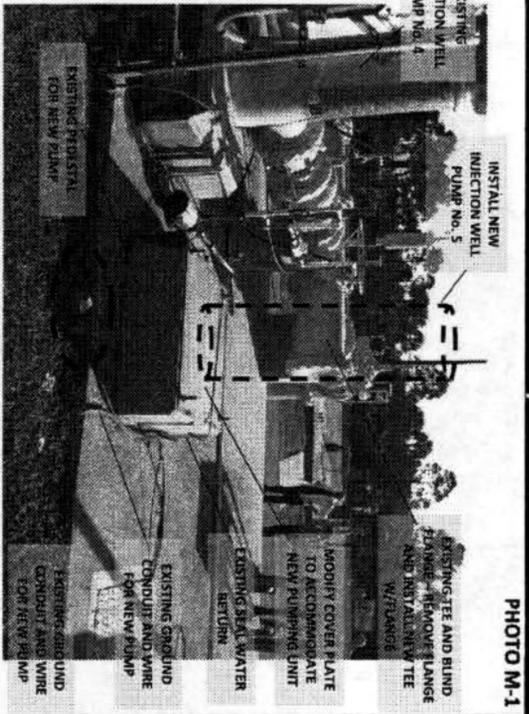


PHOTO M-1

WESTPORT WWTF
PROPOSED INJECTION WELL PUMP No. 5
SCALE: NONE

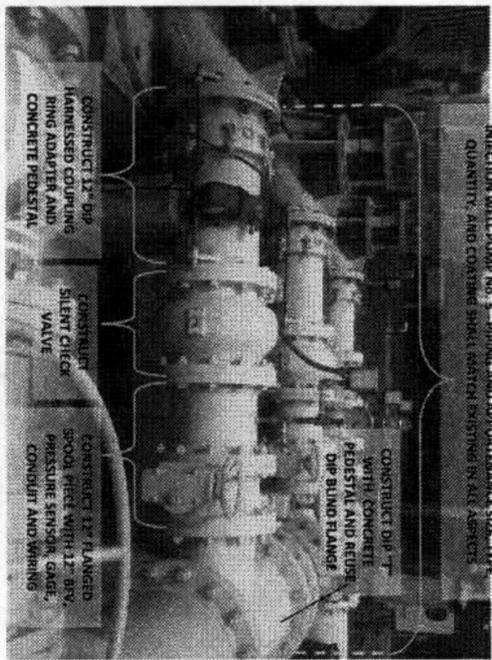


PHOTO M-2

WESTPORT WWTF
PROPOSED INJECTION WELL PUMP No. 5,
DISCHARGE PIPING AND APPURTENANCES
SCALE: NONE

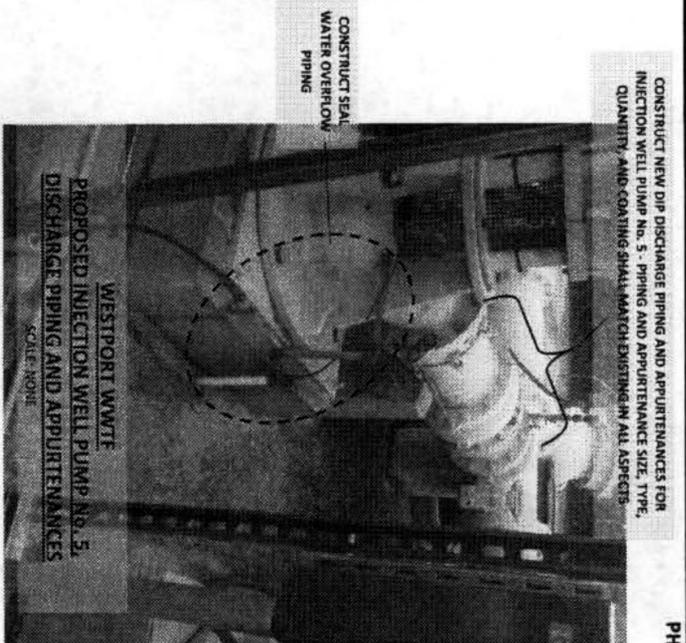


PHOTO M-3

WESTPORT WWTF
PROPOSED INJECTION WELL PUMP No. 5,
DISCHARGE PIPING AND APPURTENANCES
SCALE: NONE

- NOTES:
1. CONSTRUCT INJECTION WELL PUMP No. 5 DISCHARGE PIPING AND APPURTENANCES TO MATCH EXISTING IN ALL ASPECTS.
 2. COATINGS SHALL MATCH EXISTING IN ALL ASPECTS AND SHALL BE FIELD APPLIED.
 3. NEW TEE SHALL BE CONSTRUCTED WITH A NEW 2" ANV.
 4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE HIS WORK AND TESTING OF THE PUMPING UNIT WITH THE PUMP MANUFACTURER.
 5. ALL PRESSURE GAUGES SHALL BE GIVEN IN FIELD, DESIGNED FOR OUTDOOR INSTALLATION. GAUGE RANGE SHALL MATCH EXISTING, 0-100 PSI.
 6. CONTRACTOR SHALL COORDINATE ALL PUMP STATION SHUT DOWNS WITH THE CITY NOT LESS THAN 5 DAYS PRIOR TO COMMENCEMENT OF SHUT DOWN ACTIVITIES. THE MAXIMUM ALLOWABLE SHUT DOWN TIME IS 24 HOURS.

- NOTES:
1. CONSTRUCT INJECTION WELL PUMP No. 5 DISCHARGE PIPING AND APPURTENANCES TO MATCH EXISTING IN ALL ASPECTS.
 2. COATINGS SHALL MATCH EXISTING IN ALL ASPECTS AND SHALL BE FIELD APPLIED.
 3. NEW TEE SHALL BE CONSTRUCTED WITH A NEW 2" ANV.
 4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE HIS WORK AND TESTING OF THE PUMPING UNIT WITH THE PUMP MANUFACTURER.
 5. ALL PRESSURE GAUGES SHALL BE GIVEN IN FIELD, DESIGNED FOR OUTDOOR INSTALLATION. GAUGE RANGE SHALL MATCH EXISTING, 0-100 PSI.
 6. CONTRACTOR SHALL COORDINATE ALL PUMP STATION SHUT DOWNS WITH THE CITY NOT LESS THAN 5 DAYS PRIOR TO COMMENCEMENT OF SHUT DOWN ACTIVITIES. THE MAXIMUM ALLOWABLE SHUT DOWN TIME IS 24 HOURS.

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433



CALL OR WRITE BEFORE THE JOB BEGINS TO OBTAIN THE FULL LIST OF PERMITS, FEES, AND REGULATIONS. READ THESE RULES TO THE FULL EXTENT AND UNDERSTAND ALL SECTIONS. VIOLATION IS PROHIBITED.

REVISIONS		SHEET DATA	
NO.	DATE	BY	DATE

WESTPORT WWTF INJECTION WELL PUMP NO. 5
PHOTOS

SHEET
PH-01

AGENDA

Pre-Bid Conference
E-Bid #2012051
Installation of Injection Well No. 5 at WPWWTF
May 23, 2012 at 1:30 pm

This meeting is being recorded. During the question & answer period please clearly state your name and firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is June 14, 2012 at 3:00 pm.

All Bids are to be submitted electronically. No hard copies will be accepted.

No Bid will be accepted after that date and time.

4. Review of Specifications requirements:
 - 5% Bid bond is required. This is to be scanned and uploaded and submitted with the required documents. Immediately after the opening, the Bid Bond is to be mailed to the City. If the **original** Bid Bond is not received within 3 days after the opening, the bid may not be considered.
 - Last date for questions is June 6, 2012. All questions must be submitted in writing to Robyn Holder at rholder@cityofpsl.com.
 - Refer to Item #7 on Page 6 of 32 for the e-bid submittal requirements.

The bid reply is an electronic spread sheet that is already formatted with formulas. Please submit on the electronic bid sheet only. Hand written sheets should not be submitted.

An Addendum will be issued after this meeting with all the questions and comments listed.

5. Turn over to: Rich Schoenborn from the Utilities Department.
6. Additional questions from Prospective Bidders.
NOTE: There were no Contractors at the Pre Bid Meeting. No questions were asked.
7. Adjourn

Pre-Bid Conference
E-BID #20120051
Installation of Injection Well No. 5 at WPWWTF
May 23, 2012 @ 1:30 pm

	Name (Please <u>PRINT</u> legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Robyn Holder	City of PSL - OMC	Rholder@CITYofpsl.com	T 871-5223
2.	RICH SCHOENBORN	CITY OF PSL USD	rschoenborn@cityofpsl.com	F 871-7337 T 871-6485
3.				F
4.				T
5.				F
6.				T
7.				F
8.				T