

**Coral Springs
Improvement District**

Agenda

September 21, 2015

Revised 9/17/15

Coral Springs Improvement District

Board of Supervisors

Martin Shank, President
 Duane Holland, Vice President
 Nick St. Cavish, Secretary

Kenneth Cassel, District Manager
 William Capko, District Counsel
 Dan Daly, Director of Operations

Meeting Agenda

Monday, September 21, 2015 4:00 p.m.

*Added Item

1. **Roll Call**
2. **Approval of the Minutes of the August 17, 2015 Meeting**
3. **Audience Comments**
4. **Consideration of Analytical Laboratory Services from Florida Spectrum Environmental Services, Inc., Piggybacking Off of a Collier County Contract**
5. **Consideration of GIS Contract with Florida Technical Consultants Piggybacking Off of a Cooper City Contract**
6. **Consideration of LMK Contract Piggybacking Off of North Miami Beach***
7. **Consideration of Aquatic Chemical Bids**
8. **Public Hearing to Adopt the Water and Sewer Budget – Resolution 2015-11***
9. **Staff Reports**
 - A. **Manager – Ken Cassel**
 - Consideration of Resolution 2015-12, Adopting a Records Retention Policy
 - B. **Engineer – Troy Lyn (Report Included)**
 - C. **Department Reports**
 - **Operations – Dan Daly**
 - Utility Billing Work Orders
 - **Water – Ed Stover (Report Included)**
 - **Wastewater – Tim Martin (Report Included)**
 - **Stormwater – Randy Frederick (Report Included)**
 - **Field – Curt Dwiggin (Report Included)**
 - **Human Resources – Jan Zilmer**
 - **Motion to Accept Department Reports**
 - D. **Attorney**
 - **Consideration of Resolution 2015-2, Providing for the Provision of Certain Insurance Benefits to Board Members and their Spouses***
10. **Approval of Financial Statements for August 2015**
11. **Supervisors' Requests**
12. **Adjournment**

NOTE: The next regular meeting is scheduled for Monday, October 19, 2015 at 4:00 p.m.

MINUTES

**MINUTES OF MEETING
CORAL SPRINGS IMPROVEMENT DISTRICT**

A regular meeting of the Board of Supervisors of the Coral Springs Improvement District was held on Monday, August 17, 2015 at 4:00 p.m. at the District Office, 10300 NW 11th Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Martin Shank	President
Duane Holland	Vice President
Nick St. Cavish	Secretary

Also present were:

Kenneth Cassel	District Manager
Andrew Bauman	District Counsel
Dan Daly	Director of Operations
Troy Lyn	District Engineer
Kay Holmes	District Accountant
Jan Zilmer	Human Resources
David McIntosh	Director of Utilities
Ed Stover	Water Department
Tim Martin	Wastewater Department
Randy Frederick	Drainage
Shawn Frankenhauser	Drainage
John McKune	Consultant
Several Residents	

The following is a summary of the minutes and actions taken during the August 17, 2015 CSID Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Cassel called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the July 14, 2015 Special Meeting and July 20, 2015 Regular Meeting

Mr. Shank stated each Board member received a copy of the above referenced minutes and requested any corrections, additions or deletions.

The Board made a couple of changes, which will be included in the amended copy of the minutes.

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor the minutes of the July 14 and July 20, 2015 meetings were approved as amended.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Award of Bid for Culvert Inspection Project

Mr. Cassel reviewed the bid tabulation and staff's recommendation is to award the bid to Industrial Divers, Inc. for the sum of \$16,500.

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor the culvert inspection bid was awarded to Industrial Divers, Inc. at a total cost of \$16,500.

FIFTH ORDER OF BUSINESS

Award of Bid for High Service Pump

The Board reviewed the bid tabulation. The lowest bidder was Barney's Pumps, Inc. at \$18,054.

On MOTION by Mr. St. Cavish seconded by Mr. Holland with all in favor the high service pump bid was awarded to Barney's Pumps, Inc. at a total cost of \$18,054.

SIXTH ORDER OF BUSINESS

Ratification of Change Order with Trio Development for Phase II to Lift Station #15 at a Cost Not to Exceed \$37,763.90

Mr. McIntosh explained additional work needs to be done to Lift Station #15. This would be a piggyback of the same Broward County contract.

Mr. Daly explained part of the work quoted may not be needed, but they will not know until they start. The total cost may be less.

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor the Change Order with Trio Development at a cost not to exceed \$37,763.90 was ratified.

SEVENTH ORDER OF BUSINESS

Amendment #1 to Work Authorization #103 for Modifications to Sand Strainer Drains

Mr. Lyn explained this is a reconciliation of the work authorization. They did not use all of the allowance; therefore, there is a \$2,000 decrease to the total job cost.

On MOTION by Mr. St. Cavish seconded by Mr. Holland with all in favor Amendment #1 to Work Authorization #103, for a decrease of \$2,000, was approved.

EIGHTH ORDER OF BUSINESS

Resolution 2015-9 Changing the Date of the Water and Sewer Budget Public Hearing

On MOTION by Mr. St. Cavish seconded by Mr. Holland with all in favor Resolution 2015-9, changing the date of the water and sewer budget public hearing to September 21, 2015, was adopted.

NINTH ORDER OF BUSINESS

Staff Reports

- A. Manager – Ken Cassel**
 - **Meeting Schedule for Fiscal Year 2016**

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor the meeting schedule for Fiscal Year 2016 was approved as presented.

- B. Engineer – Troy Lyn (Report Included)**

Mr. Lyn reviewed the Project Status Report, a copy of which is attached hereto and made a part of the public record.

- C. Department Reports**
 - **Operations – Dan Daly**
 - **Utility Billing Work Orders**

This item is for informational purposes only.

Mr. Daly reported the following:

- The District had a parcel at Lakeview Park that was deeded to the City a long time ago, with the provision a structure not be built on it. The Coral Springs Fire Chief contacted him because they want to use a portion of the parcel to build a new fire station.
- They are working on a solution to deal with the iguanas.

- There was discussion regarding the success of the new meter system.

- **Water – Ed Stover (Report Included)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

- **Wastewater – Tim Martin (Report Included)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

- **Stormwater – Randy Frederick (Report Included)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

- **Field – Curt Dwiggin (Report Included)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

- **Human Resources – Jan Zilmer**

Mr. Zilmer stated the annual barbeque for staff is scheduled for September 18, 2015.

- **Motion to Accept Department Reports**

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor the department reports were accepted.

D. Attorney

- **Resolution 2015-10, Enforcement of Grease Traps**

Mr. Bauman reviewed the revised version of Resolution 2015-10 and explained the District does not have much power to enforce. The District is entitled to cost recovery for damages. Options for enforcement include:

- Enter into an agreement with the City to be able to enforce on their behalf.
- Report violations to the City for them to enforce.
- Legislative changes to the Special Act.

There was discussion of possibly including costs in the rate structure. Mr. Bauman will work on this further.

The following was also discussed:

- Mr. Bauman reported on the legal dispute between the Hospital District and the City of Coral Springs. The City requested the District Court of Appeal uphold the Circuit Court’s decision, a re-hearing and that the 4th District certify the question of being of great public importance to send it to the Supreme Court. The District Court declined all requests and the time to appeal to the Supreme Court expired. The case appears to be final.
- The Board directed District Counsel to write a letter to the City Attorney stating the District does not intend to pay the assessment for 2016 and requests reimbursement for assessments paid from 2009 to present.
- Mr. Bauman reported the Attorney General’s opinion is that Officers of the District, and there dependents, are eligible for the health insurance provided to District employees. He will draft a resolution for the next meeting.

TENTH ORDER OF BUSINESS

Approval of Financial Statements for July 2015

Ms. Holmes reviewed the financials.

On MOTION by Mr. St. Cavish seconded by Mr. Holland with all in favor the financials were approved.

ELEVENTH ORDER OF BUSINESS

Supervisors’ Request

The following was discussed:

- Mr. Shank requested an update on the GIS software. Mr. Cassel has not received the finalized proposal from Mr. Barton.
- Mr. Shank commended Mr. Daly and the Field Department for saving money on the asphalt.
- Mr. Holland thanked staff for their work.

TWELFTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Holland seconded by Mr. St. Cavish with all in favor the meeting was adjourned.

Kenneth Cassel
Assistant Secretary

Martin Shank
President

Fourth Order of Business



**THE EXTENSION OF CONTRACT TERMS & PRICING
UNDER THE
COLLIER COUNTY CONTRACT**

**RFP Solicitation #13-6148,
Analytical Laboratory Services**

TO THE CORAL SPRINGS IMPROVEMENT DISTRICT



Florida-Spectrum Environmental Services, Inc.
1460 W. McNab Road
Ft. Lauderdale, FL 33309
PH: 954.978.6400
FAX: 954.978.2233
www.flenviro.com



August 20, 2015

Coral Spring Improvement District
David McIntosh
10300 N.W. 11th Manor
Coral Springs, FL 33071

RE: THE EXTENSION OF CONTRACT TERMS & PRICING UNDER THE COLLIER COUNTY CONTRACT; RFP 13-6148 TO THE CORAL SPRINGS IMPROVEMENT DISTRICT

Dear Mr. David McIntosh and Members of the Selection Committee:

On behalf of Florida - Spectrum Environmental Services Inc., I am pleased to offer **the extension of contract terms and pricing under the Collier County Contract RFP 13-6148 to the Coral Springs Improvement District.** Florida-Spectrum is confident that we will continue to exceed all the specified requirements to provide analytical support services to the **Coral Springs Improvement District**, as well as ensure adequate cost comparison and value.

Florida - Spectrum Environmental Services, Inc. is committed to providing all of the specified requirements in accordance with the requested turnaround time and all required contract specifications. I am confident that upon review of our qualifications, you will deem **Florida - Spectrum Environmental Services, Inc.** an asset to this contract.

Thank you for your time and consideration. I look forward to the opportunity to work with you.

Sincerely,

Katharine A. Kutil

Katharine A. Kutil
Director of Sales & Marketing
Florida - Spectrum Environmental Services, Inc.



Services

Laboratory analysis of water samples collected from Coral Springs Improvement District Water Treatment Plant and the Coral Springs Improvement District Wastewater Treatment Plant for compliance or monitoring purposes on a daily, monthly and annual basis, as well as, quarterly monitoring well sampling and analyses.

A. Florida-Spectrum will analyze samples of drinking water, waste water, source water (surface or ground water) or any other samples as needed from CSID's Water Treatment Plant (WTP) as well as from the CSID's Wastewater Treatment Plant (WWTP).

B. Based on CSID's needs, Florida-Spectrum will collect samples from specified sites. Florida-Spectrum will be responsible for all sampling equipment, shipping containers and any other sampling needs based on project and/or method and/or regulatory agency requirements.

C. Florida-Spectrum will supply Environmental Protection Agency (EPA) approved sample shipping containers adequate for sample integrity and preservation, at no additional cost to the CSID. CSID personnel will collect and pack the samples in the sample containers. Florida-Spectrum will pick up the samples for analysis at the specified location preferably on the same day but no later than the following business day or per the schedule event of sampling. Standard weekly and during normal business hours, pickup fees are included in the unit cost. Any samples required to be sampled and/or picked up outside our normal business hours will be described in the table below "Pricing Structure for After Hours and Emergencies Only".

D. Florida-Spectrum shall analyze samples according to project, permit, regulatory agency or CSID's specified requirements using EPA approved methods for the specific matrix. Florida-Spectrum shall ensure analysis of samples within prescribed EPA, DOH, FDEP or method holding time limits.

E. Florida-Spectrum will supply a detailed report meeting NELAP requirements for each parameter result with units in electronic format including (if applicable); quality control results, data qualifiers with descriptions, method detection limits, practical quantitation limits, method description, dilutions, sample preparer, preparation date, preparation time, sample analyst, analysis date, analysis time, collector, collection date, collection time, sample location, reporter, reporting date, and unique identification for each sample along with the sample chain-of-custody to CSID's personnel within five to seven (5 to 7) business days from the date of sample receipt. If a test requires more time for analysis the Florida-Spectrum will inform the CSID personnel at the time of sample receipt.

F. Florida-Spectrum will notify the CSID personnel within 24 hours when a sample result indicates violation of the Safe Water Drinking Act, the Clean Water Act, FDEP Drinking water rules or other applicable permits and or consent decrees. Examples include but are not limited to: MCL violation of Total Coliform rule or RDL (Regulatory Detection Limit) or MCL (Maximum Contaminant Limit) exceedance for drinking water samples.



Coral Springs Improvement District

PRICING STRUCTURE FOR AFTER HOURS, EMERGENCIES ONLY

“Florida-Spectrum Environmental Services, Inc. will arrange for sample retrieval at Department specified facilities during the event of a Department determined emergency or crisis, service shall be provided within the hours of the Department’s request. This emergency provision includes After Hours, Weekends and Holidays. Should this emergency occur, due to the cost of operation, overtime, materials and employees that will be provided during these emergencies, Florida-Spectrum Environmental Services, Inc. will charge the following outlined below.”

After Hours (Monday through Friday)			
Analytical	Sampling Fees	Pickup Fees	Laboratory Fees
Same as Contract Price	\$112.50 per/hr	\$150.00	\$150.00
Weekends (Saturday and Sunday)			
Analytical	Sampling Fees	Pickup Fees (Saturday & Sunday)	Laboratory Fees
Same as Contract Price	\$112.50 per/hr	\$150.00	\$150.00 (Saturday All other Departments) \$75.00 (Saturday Micro Only)
			\$300.00 (Sunday)
Any samples dropped off, picked up or sampled on a Friday or day before a Holiday that have a short hold that require immediate prep to be analyzed will be subject to a weekend Charge. ** Special Staffing is required.			
Weekend Lab Fee (Analysis for Micro Samples and Other Short Hold Analyses) (Sunday) (Special Staffing required for Sundays)			
Holidays			
Analytical	Sampling Fees	Pickup Fees	Laboratory Fees
Same as Contract Price	\$150.00 per/hr	\$150.00	\$400.00

***PLEASE NOTE:** Florida-Spectrum Environmental Services, Inc. has submitted this separate pricing, because we wanted to be fair and not charge the Department emergency/crisis fees during normal hours of operation.


Collier County
Administrative Services Division
Purchasing

NOTICE OF AWARD

May 14, 2014

Mr. Lyle Johnson, President
Florida-Spectrum Environmental Services, Inc.
1460 W. McNab Road
Fort Lauderdale, FL 33309
Email: kkutil@flenviro.com; lajohnson1@aol.com

Re: Contract Award #13-6148 "Analytical Laboratory Services"

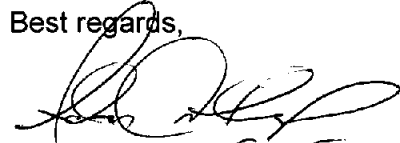
Dear Mr. Johnson:

This letter serves as notification that you have been awarded a Purchase Order for Bid #13-6148 "Analytical Laboratory Services" furnishing service, materials, and equipment in accordance with the terms, conditions and the specifications of the solicitation.

A formal contract for this service will not be necessary. The Collier County department will forward a purchase order which will serve as the County's agreement to your proposal.

Thank you for your interest in Collier County, and congratulations on the award of this solicitation. If there are any questions, please do not hesitate to contact me at 239-252-2667.

Best regards,



Evelyn Colón *for EC*,
Procurement Strategist

c: Jon Flomerfelt, Project Manager, PUB Lab





Florida-Spectrum Environmental Laboratory Pricing Schedule

Collier County Government
Solicitation #13-6148; Analytical Laboratory Services

Includes:

*Pricing & Test Method Reference
Holding Time & Preservative Reference Chart*

Phone: (954) 978-6400

Fax: (954) 978-2233

www.flenviro.com

Florida-Spectrum Environmental Services, Inc.
1460 West McNab Road
Fort Lauderdale, FL 33309

Big Lake Laboratories
610 North Parrot Ave.
Okeechobee, FL 34972

Pembroke Laboratories
528th Gooch Road
Fort Meade, FL 33841

Spectrum Laboratories
630 Indian Street
Savannah, Ga 31401

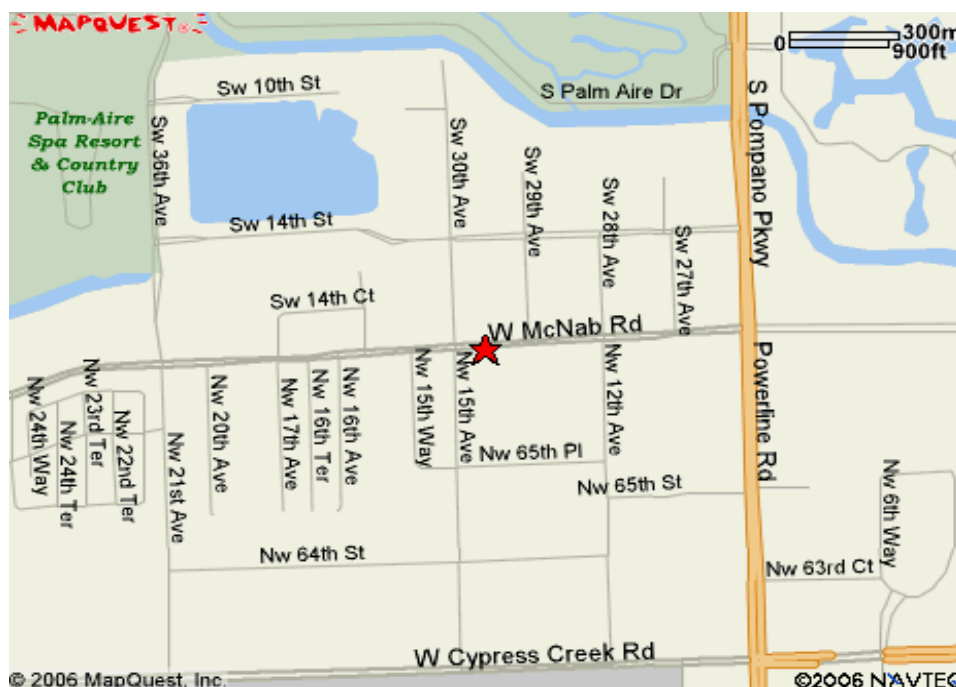
Hours of Operation

Sample Custody Department is open 8:00am-6:00pm Monday-Friday and 8:00am-3:00pm Saturdays

Client Service Managers are available 8:00am-5:00pm Monday-Friday

Location

1460 West McNab Road
 Fort Lauderdale, Florida 33309
 Phone (954) 978-6400
 Fax (954) 978-2233



Sample Pick-Up Fees

Pick-Up Region	Sample Pick-Up Charge
Broward County	\$55 service fee
Dade County	\$55 service fee
Palm Beach County	\$55 service fee
Other Regions	\$55 per hour portal to portal
Note: Projects over \$1000	Free Sample Pick-up (or shipping depending on region)

Please call 1-2 days in advance to schedule your sample pick-up and get added to the route.

SAMPLING RATES

Sampling Rates	Rates
Sampling Labor Rate (per hour)	\$75.00
Mileage (When applicable by special quote)	\$0.55
Compositer Rental per 24 hr day <i>Price includes all labor for setup and next day sample pickup</i>	\$275.00
Organic Vapor Analyzer Rental per 24 hr day	\$375.00
Bailers	\$15.00

EXPEDITED SERVICES & SPECIAL DELIVERABLES

Expedited Analytical Service	Factor x Price
Same Day, <10 Hrs (200% Surcharge)	3.00
1 Day (24 Hours) (100% Surcharge)	2.00
2 Days (48 Hours) (75% Surcharge)	1.75
3 Days (72 Hours) (50% Surcharge)	1.50
4 Days (96 Hours) (25% Surcharge)	1.25
5 - 7 Days Standard TAT	1.00

Call your personal Client Service Manager ahead of time to reserve your expedited work with a RUSH RESERVATION NUMBER

Special Reports	Price
Customer Report Format	Quoted
Electronic Deliverables	Quoted
ADaPT Deliverables	20% Surcharge
QA/QC Summary Report including... Blank, LCS Recovery, MSPK-DUP, % Recovery & RPD-Precision, Surrogates, Completeness, Acceptance Criteria as per published EPA Methodologies, QC Physical File Numbers...	15% Surcharge
Quality Assurance Data Request after report	20% Surcharge

Technical Support	Price
Technician (software support, test selection, archive retrieval, etc.)	\$80.00 per Hr
Research (method development, literature search, forensic)	\$175.00 per Hr
Expert Witness Testimony	\$225.00 per Hr

SALES & CLIENT SERVICES CONTACT INFORMATION

As part of our reorganization, we focused on improving our Client Services & Sales Structure

As a client you now have a personalized "Sales & Services Manager" team assigned to handle your account. This team works in tandem to coordinate and handle your service needs.

Need to discuss special pricing for an upcoming sampling event?
Call your Sales contact.

Need to check on Sample Results, request a RUSH Reservation Number, ask for technical assistance, order a Sample Kit?
Call your Client Service Manager.

With few exceptions, these Teams have been structured based on a Geographical distribution. The Sales/Client Services Manager Teams are as follows...

Region	Sales Contact	Client Service Mgr
Miami-Dade, Monroe, Lee, Charlotte, Manatee, Pinellas Counties Latin America Caribbean Islands	Katharine A. Kutil Cell# (561) 715-4426 kkutil@flenviro.com	Maria Castellanos (954) 978-6400 Ext. 303 m.castellanos@flenviro.com
Hillsborough, Polk and Highland Counties	Katharine A. Kutil Cell# (561) 715-4426 kkutil@flenviro.com	Bobby Supan (954) 978-6400 Ext. 304 s.suppan@flenviro.com
Broward County	Katharine Kutil Cell# (561) 715-4426 kkutil@flenviro.com	Enrique Ochoa (954) 978-6400 Ext. 325 e.ochoa@flenviro.com
Palm Beach, Martin, Okeechobee, Hendry, Glades St. Lucie and Indian River Counties	Katharine Kutil Cell# (561) 715-4426 kkutil@flenviro.com	Bobby Supan (954) 978-6400 Ext. 304 s.supan@flenviro.com

TURNAROUND TIME

Florida Environmental's Turnaround Time for standard in-house analysis and reporting is five to seven (5-7) business days.

Note: Work subcontracted to outside labs have a turnaround of 2-3 weeks.

Payment Terms

Terms are based on negotiated contractual conditions, or approved credit.
Otherwise payments terms are **C.O.D.**

Metals

METAL	WATER MATRIX	COST	SOIL, SOLIDS, OILS, & WASTES	COST
Aluminum (Al)	200.7/ 200.8	\$10.00	6010	\$15.00
Antimony (Sb)	200.7/ 200.8	\$10.00	6010	\$15.00
Arsenic (As)	200.7/ 200.8	\$10.00	6010	\$15.00
Barium (Ba)	200.7/ 200.8	\$10.00	6010	\$15.00
Beryllium (Be)	200.7/ 200.8	\$10.00	6010	\$15.00
Bismuth (Bi)	FSE-ICP/ICP-AES	\$10.00	6010	\$34.00
Boron (B)	200.7/200.8	\$10.00	6010	\$15.00
Cadmium (Cd)	200.7/ 200.8	\$10.00	6010	\$15.00
Calcium (Ca)	200.7/ 200.8	\$10.00	6010	\$15.00
Chromium (Cr)	200.7/ 200.8	\$10.00	6010	\$15.00
Cobalt (Co)	200.7/ 200.8	\$10.00	6010	\$15.00
Copper (Cu)	200.7/ 200.8	\$10.00	6010	\$15.00
Gold (Au)	200.7/ 200.8	\$50.00	6010	\$65.00
Iron (Fe)	200.7/ 200.8	\$10.00	6010	\$15.00
Lead (Pb)	200.7/ 200.8	\$10.00	6010	\$15.00
Lithium (Li)	200.7	\$10.00	6010	\$15.00
Magnesium (Mg)	200.7/ 200.8	\$10.00	6010	\$15.00
Manganese (Mn)	200.7/ 200.8	\$10.00	6010	\$15.00
Mercury (Hg)	245.1	\$23.00	7471	\$26.00
Molybdenum (Mo)	200.7/ 200.8	\$10.00	6010	\$15.00
Nickel (Ni)	200.7/ 200.8	\$10.00	6010	\$15.00
Palladium (Pd)	200.7/ 200.8	\$50.00	6010	\$65.00
Platinum (Pt)	200.7/ 200.8	\$50.00	6010	\$65.00
Potassium (K)	200.7/ 200.8	\$10.00	6010	\$15.00
Selenium (Se)	200.7/ 200.8	\$10.00	6010	\$15.00
Silicon (Si)	200.7	\$13.00	6010	\$19.00
Silver (Ag)	200.7/ 200.8	\$10.00	6010	\$15.00
Sodium (Na)	200.7/ 200.8	\$10.00	6010	\$15.00
Strontium (Sr)	200.7/ 200.8	\$10.00	6010	\$15.00
Sulfur (Total)	200.7	\$40.00	6010	\$60.00
Thallium (Tl)	200.7/ 200.8	\$10.00	6010	\$15.00
Thorium (Th)	200.8	\$10.00	-	NC
Tin (Sn)	200.7/ 200.8	\$10.00	6010	\$15.00
Titanium (Ti)	200.7/ 200.8	\$10.00	6010	\$15.00
Uranium (U)	200.8	\$27.00	6010	\$75.00
Vanadium (V)	200.7/ 200.8	\$10.00	6010	\$15.00
Zinc (Zn)	200.7/ 200.8	\$10.00	6010	\$15.00

***Appropriate test methods will be selected to satisfy NELAC and meet your regulatory requirements.**

All prices include digestion/ extraction except for seawater (\$65 surcharge) & TCLP (\$50 Extraction).

Ask your Sales representative and or Client Service Manager for assistance with Special Request metals not listed above.

Please Note: Items highlighted in "Yellow" we are not certified for or certification is not regulated and still can be performed by FSES. In the event it is regulated, FSES can subcontract the work to a certified laboratory.

INORGANIC CONSTITUENTS AND PROPERTIES

Inorganic Constituent	Water Matrix	Cost	Soils, Solids, Oils, Waste Matrix	Cost
Acidity	305.1	\$22.00	-	-
Acids, % and Type	Combined	\$45.00	Combined	\$60.00
Alkalinity (CaCO ₃)	310.1	\$10.00	-	-
Asbestos (Sub)	15-550.310TEM	\$275.00	Bulk	\$100.00
Biochemical Oxygen Demand (BOD-5)	405.1	\$24.00	-	-
Bromide	300	\$10.00	9056	\$36.00
Bromate, Chlorate, Chlorite	300.1	\$50.00	-	-
BTU (Parr Bomb.) (Sub)	ASTM	\$157.00	ASTM	\$225.00
Carbon, Total Organic (TOC)	SM5310C	\$16.00	9060 (Sub)	\$68.00
CBOD	SM5210B	\$24.00	-	-
Carbon Dioxide (CO ₂)	310.1	\$20.00	-	-
Chemical Oxygen Demand	410.4	\$12.00	-	\$42.00
Chloride	300 & SM4500	\$10.00	9056	\$36.00
Chloride in concrete			N/A	\$75.00
Chlorine, Residual	330.4	\$21.00	-	-
Chlorine Demand	SM 2350B	\$215.00	-	-
Chlorophyll A	SM10200	\$35.00		
Chromium Hexavalent (Savannah Lab)	SM 3500-Cr B (20th/21st Ed.)/UV-VIS	\$25.00	7196 (Sub)	\$73.00
Coliform Fecal	SM9222D	\$20.00	-	-
Coliform, Total	SM9222B	\$20.00	-	-
Color	SM2120B	\$12.00	N/A	\$28.00
Conductivity	120.1	\$6.00	9050	-
Corrosivity (RCRA)	-	\$18.00	9040	\$18.00
Cyanide, Total	SM 4500CN-E	\$27.00	9012	\$84.00
Flashpoint (PMCC) (Ignitability)	EPA 1010	\$20.00	EPA 1010	\$20.00
Fluoride	300	\$10.00	9056	\$18.00
Gross Alpha [sub]	900.1	\$105.00	-	-
Gross Alpha (High Solids)[sub]	900.1	\$165.00	-	-
Gross Beta [sub]	900	\$105.00	-	-
Halogens, Total	325.3 (MOD)	\$80.00	FSE-TOX/TITR	\$32.00
Halogens, Organic (TOX)	325.3 (MOD)	\$80.00	5050/9056	\$32.00
Hardness, Total (calc.)	200.7	\$10.00	-	-
Hardness, Calcium	200.7	\$10.00	-	-
Hydrocarbons, SGT-HEM (TRPH)	1664A	\$38.00	FSE-OG-TRPH/GRAV	\$40.00
Hydrogen Sulfide	376.2	\$40.00	9030	\$52.00
Karl Fisher Water	-		D6304	\$180.00
Lab Filtration	-	\$10.00	-	-
Langlier Index	SM2330B	\$68.00	-	-
MBAS (SURFACTANTS)	425.1/ SM5540C	\$26.00	-	-
Nitrate (NO ₃)	300 & SM4500	\$10.00	9056	\$16.00
Nitrite (NO ₂)	300 & SM4500	\$10.00	9056	\$16.00
Nitrogen (Ammonia)(NH ₃)	350.1	\$12.00	350.1	\$15.00
Nitrogen (Kjedahl)(TKN)	351.2	\$14.00	351.2	\$14.00
Nitrogen (Total Organic)	351.2	\$22.00	TKN minus AMMONIA	-
Nitrogen (Total)	300 +351 Combined	\$26.00	TKN + Total nitrate-nitrite	\$26.00
Odor	SM2150B	\$10.00	-	-
Oil & Grease, HEM	1664A	\$38.00	9071	\$40.00
Oxygen Dissolved	360.1	\$21.00	-	-
Paint Filter Liquids Test	-	-	9095	\$52.00
Percent Solids	S160.3	\$10.00	SM2540G	\$10.00
Percent Liquids	-	-	S160.3	\$12.00
Percent Water	-	-	Karl Fischer	\$180.00
pH	150.1	\$6.00	9040	\$8.00
Phenols	420.2/420.4	\$20.00	9066	\$26.00

INORGANIC CONSTITUENTS AND PROPERTIES

Inorganic Constituent	Water Matrix	Cost	Soils, Solids, Oils, Waste Matrix	Cost
Phosphorus, O-	300/365.1/365.2	\$10.00	9056	-
Phosphorus, Total	365.4	\$15.00	365.4	-
Phosphorus, Total (low level)	365.1	\$20.00	-	-
Radium 226 {sub}	903	\$160.00	-	-
Radium 228 {sub}	904	\$160.00	-	-
Reactivity (SW846)	40 CFR 261.23	\$140.00	40 CFR 261.23	\$157.00
Residue, Total Filterable (TDS)	160.1/ SM2540C	\$10.00	-	-
Residue, Non-Filterable (TSS)	160.2/ SM2540D	\$10.00	-	-
Residue, Total	160.3	\$10.00	SM2540G	\$21.00
Residue, Volatile	SM2540E/G	\$18.00	-	-
Salinity	SM210B	\$21.00	-	-
Silica	370.1	\$12.00	-	-
Specific Gravity (Density)	SM213E	\$9.00	SM213E	\$10.00
Sulfate (SO ₄)	300 & SM4500	\$10.00	9056	\$25.00
Sulfide	376.1/376.2/ SM4500-SF	\$18.00	9030	\$130.00
Temperature	170.1	\$7.00	-	-
Turbidity	180.1	\$9.00	-	-
UV254	SM5910B	\$60.00	-	-
Viscosity (Single Temperature)	ASTM D88	\$73.50	ASTM D88	\$78.00

***Appropriate test methods will be selected to satisfy NELAC and meet your regulatory requirements.**

All prices include digestion/extraction except for seawaters (\$65 Surcharge) & TCLP (\$50 Extraction + individual metals in soil matrix price). Ask your Sales representative and or Client Service Manager for assistance with special request Methods not listed.

Please Note: Items highlighted in "Yellow" we are not certified for or certification is not regulated and still can be performed by FSES. In the event it is regulated, FSES can subcontract the work to a certified laboratory.

Organic Analysis (GC-GC/MS)

Methodology	Drinking Water	Cost	Non-Potable Water	Cost	Soils, Solids, Oils, & Waste Matrix	Cost
Purgeable Halocarbons	-	-	8260 VOH	\$46.00	8260 VOH	\$48.00
Purgeable Aromatics + MTBE	-	-	8260 VOA	\$40.00	8260 VOA	\$45.00
Purgeable Organics + MTBE by GC/MS	524.2	\$85.00	624/8260 Full	\$85.00	8260 Full	\$90.00
THMs Only	524.2	\$45.00	-	\$45.00	-	-
Library Search	-	-	8260LS	\$100.00	8260LS	\$100.00
EDB, DBCP	504.1	\$42.00	8011	\$42.00	8011	\$94.00
Organochlorine Pesticides	508	\$90.00	608	\$90.00	8081	\$95.00
PCBs (Only)	508A	\$45.00	608	\$45.00	8082	\$50.00
Nitrogen, Phosphorus & Triazine Pesticides	507	\$178.00	619	\$178.00		
Organophosphorus Pesticides	-		614 (8270)	\$95.00	8141 (8270)	\$100.00
Chlorophenoxy Herbicides	515.1	\$110.00	615	\$110.00	8151	\$120.00
Carbamate Pesticides	531.1	\$105.00	-	-	8318	\$315.00
Glyphosate	547	\$90.00	-	-	-	-
Endothall	548	\$110.00	-	-	-	-
Diquat/Paraquat	549	\$157.00	-	-	-	-
Acrylamide	8316	\$300.00			8316	\$ 300.00
Epichlorohydrin	8260	\$100.00			8260	\$ 100.00
Haloacetic Nitriles (HAN's)	551.1	\$95.00				
Haloacetic Acids (HAA's)	552.2	\$105.00	-	-	-	-
Florida-Petroleum Residual Organics	-	-	FL-PRO	\$60.00	FL-PRO	\$65.00
Phenols	-	-	604** (8270)	\$70.00	8040** (8270)	\$80.00
Benzidines	-	-	605** (8270)	\$70.00	8050** (8270)	\$80.00
Phthalate Esters	-	-	606** (8270)	\$70.00	8060** (8270)	\$80.00
Nitrosamines	-	-	607** (8270)	\$70.00	8070** (8270)	\$80.00
Nitroaromatics & Isophorone	-	-	609** (8270)	\$70.00	8090** (8270)	\$80.00
Polynuclear Aromatic Hydrocarbons (PAH)	-	-	610** (8270)	\$70.00	8310** (8270)	\$80.00
Haloethers	-	-	611** (8270)	\$70.00	8110** (8270)	\$80.00
Chlorinated Hydrocarbons	-	-	612** (8270)	\$70.00	8120** (8270)	\$80.00
Semi-Volatile Extractable Compounds	525	\$175.00	625/8270 Full	\$175.00	8270 Full	\$195.00
Library Search	-	-	8270LS	\$100.00	8270LS	\$100.00
Methodology			Drinking Water Cost	Non-Potable Water Cost	Soils, Solids, Oils, & Waste Matrix Cost	
Speciation of Hydrocarbons	C5-C40 Specification derived from PAH, PRO & Volatile Organic Compound Data		-	\$441.00	\$472.00	
Petroleum Fingerprint	8015H-Modified		\$220.00	\$220.00	\$220.00	
Caffeine in Surface & Groundwater (NEW)	SOP 2004-0-125 Special Research Developed Method		\$315.00	\$315.00	\$315.00	

*Appropriate test methods will be selected to satisfy NELAC and meet your regulatory requirements.

**Florida Environmental normally uses EPA 625/8270 method to analyze for rare "600 & 8000 series" methods.

All prices include digestion/extraction except for...Seawaters (\$65 Surcharge) & TCLP (\$50 Extraction + individual metal in soil matrix price). Ask you Sales Rep. and/or Client Services Manager for assistance with special request Methods not listed above.

COMMONLY REQUESTED PROFILES

Designate profile name on chain of custody for best pricing and convenience.

Package Name	Description of Package	Cost of Analysis	
		Water	Soil
RCRA 8 Metals	Ag, As, Ba, Cd, Cr, Hg, Pb, Se	\$93.00	\$131.00
Priority Pollutant Metals	Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn	\$143.00	\$206.00
ECR II Profile	Chloride, Total Hardness, pH, Conductivity, Nitrate Color, Ca, Fe, TDS	\$84.00	-
V.A./F.H.A./H.U.D. Water Potability Profile	pH, TDS, Hardness, Turbidity, Cu, Pb, Fe, As NO ₃ , FL-, Coliform, NO ₂ , Cl, Br, ophosphate, sulfate	\$165.00	-
Dade Non-Community Drinking Water Profile	Color, pH, As, Cd, Cu, Pb, Hg, Se, Ag, Hex-Cr, TDS, Odor, Ba, Fe, Mn, Na, Zn, CN-, FL-, SO ₄ , Phenols, MBAS, NO ₃ , Turbidity, CL-, EPA 504, 508, 515, 524.2	\$805.00	-
TAL List-Inorganics/Metals	Al, Sb, As, Ba, Be, Cd, Ca, Cr, Co, Cu, Fe, Mg, Mn, Hg, Ni, k, Se, Na, Tl, V, Zn, CN-, Ag, Sn, S, % Solids	\$310.00	\$320.00
TCL List Organics	EPA 8260, 8270, 8081/8082	\$350.00	\$380.00
40 CFR 258 Appendix I Metals	Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Ni, Se, Ag, Tl, V, Zn	\$150.00	\$225.00
40 CFR 258 Appendix I Volatiles	EPA 8260 w/ Extended List, 8011	\$127.00	\$184.00
40 CFR 258 Appendix II Metals/ Inorganics	As, Be, Cd, Cr, Pb, Hg, Ni, Se, Zn, Ag, Sb, Cu, Tl, Ba, Co, Sn, V, CN-, S	\$250.00	\$410.00
40 CFR 258 Appendix II Organics	EPA 8260 w/ extended list, EPA 8270 w/extended list, EPA 8081, 8141, 8151	\$555.00	\$600.00
THM Formation Potential	Includes THMs	\$245.00	-

BASIC FLORIDA DISPOSAL PACKAGES

Disposal Package Name	Distribution of Package	EPA/Standard Test Methods	Cost of Analysis
Basic Fingerprint	Flashpoint, pH, %Solids, Specific Gravity oil & Grease, Color, Odor	1010, 9045, S160.3, SM213E, 9071, 140.1	\$126.00
Standard Incineration Profile*	Total (Cd, Pb, As, Cr, Hg, Se, Ba, Ni, Ag) TCLP Purgeable Halocarbons & Aromatics %Solids, PRO, Halogens, BTU	6010, 7471, 8260, S1160.3 PRO, 5050/9253, PARR	\$618.00
Standard Landfill Profile	TCLP (Cd, Pb, As, Cr, Hg, Se, Ba, Ni, Ag) TCLP Purgeable Halocarbons & Aromatics pH, %Solids, Flashpoint, FL-PRO, Odor, Color, Specific Gravity	1311/(6010/7471/8260). 140.1, 9045, S160.3, 1010 SM213E, PRO	\$487.00

*In the case of Used Oils, profile will need to include PCB's at an additional charge of \$50.00 per sample.

AIR MONITORING (TEDLAR BAG)

Analysis	Description of Analysis	Cost of Analysis
TO-14 (MOD)	Aromatics + Halocarbons	\$263.00
TO-18	Aromatics only	\$116.00

UST, REMEDIATION, DISPOSAL, & SLUDGE PACKAGES

Designate profile name on chain of custody for best pricing and convenience

Package Name	Description of Package	Test Methods	Cost
62-713 Petroleum Contaminated PRE Treatment	Volatile Halocarbons, As, Cd, Cr, Pb, FLPRO, %Solids, TOX (added when oil is of concern) + \$32.00	8260 VOH, FL-PRO, 6010B, 5050/9056	\$183.00 \$215.00
62-713 Non-Petroleum Contaminated PRE Treatment	Volatile Organics, Semi-Volatile Organics, Pesticides, As, Ba, Cd, Cr, Pb, Se, Ag, Hg %Solids	8260, 8270, 8081, 6010B 7471	\$521.00
62-713 Petroleum Contaminated POST Treatment	Volatile Aromatic, FL-PRO, As, Cd Cr, Pb, Polynuclear Aromatic Hydrocarbons, % Solids	8260 VOA, FL-PRO, 8270 PAH, 6010B	\$260.00
62-713 Non-Petroleum Contaminated POST Treatment	Volatile Organics, Semi-Volatile Organics, Pesticides, As, Ba, Cd, Cr, Pb, Se, Ag, Hg %solids	8260, 8270, 8081, 6010B, 7471	\$521.00
TABLE B 62-770:* Gas & Kerosene Group	WATER: Pb, FL-PRO, EDB, Volatile Aromatics and Halocarbons, MTBE, PAH SOIL: FL-PRO, Volatile Aromatics, PAHs, %Solids	W: Lead, FL-PRO, 504.1 8260 VOA/VOH, 8270 PAH S: 8260 VOA, 8270 PAH, FL-PRO. Tsolids	\$268.00 \$200.00
TABLE C 62-770:* Used Oil Group	As, Cd, Cr, Pb, Priority Pollutant Volatiles, Priority Pollutant Semi-Volatiles, PCB's, FL-PRO, Non-Priority Pollutant Organics > 10.00 (waters only), %Solids (soils only)	W: 200.7, 8260, 8270, 8082, FL-PRO, Library search. S: 6010, 8260, 8270, 8082, FL-PRO, TCLP RCRA 4 Metals (if needed per table C)	\$505.00 \$460.00 \$510.00
TABLE D 62-770.* Petroleum 376.301 Group	WATER: VOA, VOH, PAH, EDB, As,Cd, Cr, Pb, FL-PRO, CL- SO4, TDS SOIL: VOA, VOH, PAH, FL-PRO, As, Cd, Cr, Pb %Solids	W: 8260, 8270, 8011, 200 series, FL-PRO, 300, 160.1 S: 8260, 8270, 7000 or 6010 series, FL-PRO	\$288.00 \$308.00
CFR 122, App. D Priority Pollutants	Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn, Cyanide, Phenols, Volatile Organics, Semi-Volatile Organics, Pesticides & PCBs, % Solids	W: 200 Series, 335.3, 420.2 8260, 8270, 8081 S: 6010, 9012, 9065, 8260, 8270, 8081/8082	\$540.00 \$706.00
CFR 266.40 Waste Oil, Energy Recovery Profile (with Florida extras)	As, Cd, Cr, Pb, Hg, Flashpoint, Halogens, pH, % Solids	6010,7471, 1010, 5050/9056, 9045	\$156.00
Statue 503 Sludge Analysis	%Solids, Nitrogen, Phosphorus, As, Cd, Cr, Cu Pb, Hg, Mo, Ni, K, Se, Zn, pH	160.3, 6010, 7471, 9045 expressed as dry weight	\$235.00
RINKER (CEMEX) Pre-burn Parameters	As, Cd, Cr, Pb, Hg, Se, Ag, Ba, VOA, VOH FL-PRO, Total Organic Halogens, %Solids For "Non-Virgin" add PCB	6010, 7471, 8260, FL-PRO, 5050/9056 8082	\$331.00 \$381.00
DERM Clean Backfill Criteria	TCLP (As, Ba, Cd, Cr, Pb, Hg, Se, Ag, Ni, Cu.) VOA, VOH, PAH's, PRO, Oil & Grease, % Solids	1311/6010/7471, 8260LL, 8270, PRO, 9071	\$499.00

***In the case of Used Oils, profile will need to include PCBs at an additional charge of \$50.00 per sample.**

TCLP/SPLP ANALYSIS AND PRICING

EPA Hazardous Waste No.	Contaminant	Chemical Abstracts Service Number	Regulatory Level (MG/L)	Method of Analysis
D004	Arsenic	7440-38-2	5.0	1311/1312-6010
D005	Barium	7440-39-3	100.0	1311/1312-6010
D006	Cadmium	7440-43-9	1.0	1311/1312-6010
D007	Chromium	7440-47-3	5.0	1311/1312-6010
D008	Lead	7439-92-1	5.0	1311/1312-6010
D009	Mercury	7439-97-6	0.2	1311/1312-7471
D010	Selenium	7782-49-2	1.0	1311/1312-6010
D011	Silver	7440-22-4	5.0	1311/1312-6010
D018	Benzene	71-43-2	0.5	1311/1312-8260
D019	Carbon Tetrachloride	56-23-5	0.5	1311/1312-8260
D021	Chlorobenzene	109-90-7	100.0	1311/1312-8260
D022	Chloroform	67-66-3	6.0	1311/1312-8260
D022	1,4-Dichlorobenzene	106-46-7	7.5	1311/1312-8260
D027	1,2-Dichloroethane	107-06-2	0.5	1311/1312-8260
D028	1,1-Dichloroethylene	75-35-4	0.7	1311/1312-8260
D029	Methyl Ethyl Ketone	78-9393	200.0	1311/1312-8260
D035	Tetrachlorethylene	127-18-4	0.7	1311/1312-8260
D039	Trichloroethylene	79-01-6	0.5	1311/1312-8260
D040	Vinyl Chloride	75-01-4	0.2	1311/1312-8260
D043	Chlordane	57-75-9	0.03	1311/1312-8270
D020	o-Cresol	95-48-7	200.0	1311/1312-8270
D023	m-Cresol	108-39-4	200.0	1311/1312-8270
D024	p-Cresol	106-44-5	200.0	1311/1312-8270
D025	Cresol		200.0	1311/1312-8270
D030	2,4-Dinitrotulene	121-14-2	0.13	1311/1312-8270
D012	Endrin	72-20-8	0.02	1311/1312-8270
D031	Heptachlor	76-44-8	0.008	1311/1312-8270
D032	Hexachlorobenzene	118-74-1	0.13	1311/1312-8270
D033	Hexachlorobutadiene	87-68-3	0.5	1311/1312-8270
D034	Hexachloroethane	67-72-1	3.0	1311/1312-8270
D013	Lindane	58-89-9	0.4	1311/1312-8270
D014	Methoxychlor	72-43-5	10.0	1311/1312-8270
D036	Nitrobenzene	98-95-3	2.0	1311/1312-8270
D037	Pentachlorophenol	87-86-5	100.0	1311/1312-8270
D038	Pyridine	110-86-1	5.0	1311/1312-8270
D015	Toxaphene	8001-35-2	0.5	1311/1312-8270
D041	2,4,5-trichlorophenol	95-95-4	400.0	1311/1312-8270
D042	2,4,6,-trichlorophenol	88-06-02	2.0	1311/1312-8270
D016	2,4-D	94-75-7	10.0	1311/1312-8151/8270
D017	2,4,5-TP(silvex)	93-72-1	1.0	1311/1312-8151/8270

FULL TCLP or SPLP: \$681.00

INDIVIDUAL PRICING: TCLP or SPLP Extraction (one-time Charge Only) \$50.00

Metals(8-RCRA) \$131.00 Volatiles(8260) \$90.00 Semi-volatiles(8270) \$195.00

Herbicides(8151) \$120.00 Pesticides (8081) \$95.00

DRINKING WATER 62-550 PRICING

(based on DEP Reporting Format 62-550.730 Revised January 2004)

Regulation	Description	Cost
62-550.310 (1)	Inorganic Contaminants*	\$170.00
62-550.320	Secondary Contaminants	\$145.00
62.550.310 (3)	Disinfection By-Products	\$200.00
62.550.310 (6)	Radionuclides	\$315.00
62-550.310 (4)(a)	Volatile Organics	\$85.00
62-550.310 (4)(b)	Synthetic Organics**	\$879.00
Complete 62-550 PACKAGE-waivers	Florida DEP SAFE DW Reporting Format #62-550.730(rev. 1/04)	\$1,794.00

*A statewide waiver explains only those systems with known asbestos containing pipes or components are required to monitor **ASBESTOS**. If required for your facility, Asbestos by TEM.....\$275.00{subcontract}

** A Statewide waiver explains **DIOXIN** only needs to tested in the public water systems whose source is "under direct influence of surface water" or ground water wells located within 1.6 km (1.0 mile) of a potential dioxin source. If required for facility, Dioxin by EPA Method 1613 (TCDD Only).....\$550.00 {subcontracted}

MICROBIOLOGICAL & LAB PURE WATER TESTING

Any Microbiological samples dropped off, picked up or sampled on a Friday or day before a Holiday will be subject to a Weekend Charge of \$75.00.

Microbiologicals		
Analysis	Method	Cost
Microbial Identification (speciation)	SM9211	\$110.00
Biofilm Organisms	SM9211	\$157.00
Total Coliform/ E.Coli	SM9223B	\$20.00
Total Coliform	SM9222B	\$20.00
Fecal Coliform	SM9222D	\$20.00
E.coli (sludge)	EPA 1103.1	\$68.00
E.coli P/A	SM9221F	\$48.00
Fecal Streptococci	SM9230C	\$20.00
Enterococci	EPA1600	\$25.00
Pseudomonas	SM9213E	\$65.00
Staphylococci	SM9213B	\$65.00
Salmonella	SM9260B	\$65.00
Yeast & Mold	SM9610	\$80.00
MPN Fecal & Sludge	SM9222D	\$70.00
Bacteriological Quality DI Water	SM9020	\$325.00
Student's T	SM9020	\$325.00
Coliphage Virus	SM9211D	\$85.00
Iron Reducing Bacteria	SM9240	\$55.00
Sulfur Reducing Bacteria	SM9240	\$55.00
Microscopic Examination (Micro ID)	SM9211	\$80.00
Total Plate Count* (Heterotrophic)	SM9215	\$30.00
Mold	SM9610	\$80.00
Laboratory Pure Water		
Analysis	Method	Cost
A. Water Suitability Test	SM9020	\$325.00
B. Trace Metals	200.7	\$115.00

REQUEST FOR PROPOSAL



COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation #13-6148, Analytical Laboratory Services

Evelyn Colón, Procurement Strategist

239-252-2667 (Telephone)

239-252-2810 (Fax)

evelyncolon@colliergov.net (Email)

This proposal solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.



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Legal Notice

Sealed Proposals to provide Analytical Laboratory Services will be received until **3:00 P.M. Naples local time, on November 7th, 2013** at the Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

Solicitation

#13-6148, Analytical Laboratory Services

Services to be provided may include, but not be limited to the following: Analytical Laboratory Services.

All statements shall be made upon the official proposal form which may be obtained on the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA,

BY: /S/ Joanne Markiewicz
Interim Purchasing & General Services Director

This Public Notice was posted on the Collier County Purchasing Department website: www.colliergov.net/purchasing and in the Lobby of Purchasing Building "G", Collier County Government Center on October 9th, 2013.



Purchasing Department • 3301 Tamiami Trail East • Naples, Florida 34112 • www.colliergov.net/purchasing

Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Collier County Public Utilities Department (hereinafter, the Department”), the Collier County Board of County Commissioners Purchasing Department (hereinafter, “County”) has issued this Request for Proposal (hereinafter, “RFP”) with the intent of obtaining proposals from interested and qualified Consultants in accordance with the terms, conditions and specifications stated or attached. The Consultant, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Purchasing Policy.

Brief Description of Purchase

The Contractor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated herein. Additionally, Proposers may also propose alternate solutions to achieve the requirements of the Scope of Work. Historically, County departments have spent approximately \$160,000.00 annually.

Background

Collier County, Florida requires Analytical Laboratory Services for its Public Utilities Division which includes the following Departments: Pollution Control and Prevention (PC&P), Public Utilities Division including Water (WAT), Wastewater (WW) and Solid Waste (SW) as well Pelican Bay (PB) Services. Representative lists of the services to be provided are included (see tables). The services required by this contract shall include but not be limited to the items on these exhibits. The County shall order analytical services as required but makes no guarantee as to the quantity, number, type or distribution of tests that will be ordered. Laboratory Services shall be requested as needed throughout the year.

Detailed Scope of Work

It should be understood by proposers that they do not have to be certified for every parameter on the list to submit a proposal. Proposals will be accepted for specific and/or for all certifications.

It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

Contractor responsibilities include the following scope of work items:

Laboratory Requirements

Laboratories should prepare unit costs for specified parameters for the life of the Contract. The actual numbers of samples to be analyzed for any given parameter may vary from the estimated number.

1. Laboratories must be certified by DOH and NELAC, and demonstrate participation in the NELAC Quality Assurance and Quality Control Program for all parameters for which there is DOH and NELAC certification. These certifications must be maintained for the life of the contract.

2. Results sent to the appropriate Collier County Department must be signed by the QA/QC officer or designee of the company verifying the authenticity of the analyses.
3. For all parameters, the analytical method used (including quality controls) must provide for minimum detection limits, be specified and approved by the Department of Environmental Protection (FDEP). All Drinking Water analysis must be per F.A.C 62-550.
4. The laboratory must complete all Chain of Custody forms as appropriate and return the original completed forms to appropriate Collier County Department.
5. Properly pre cleaned sample containers and preservatives for samples that require them will be provided by contracted lab.
6. Laboratories may subcontract a portion of the analysis to "other facilities". The "other facilities" are subject to the same requirements listed herein.
7. The contracted lab must be responsible for the cost of all packing and shipping of samples and containers that will be sent to other laboratories for subsequent analysis. All results must include the contract laboratories name, address and state certification.
8. The contracted lab must supply, in good condition, the properly pre cleaned sample containers (tightly sealed), and coolers, for the samples to be shipped back to the contracted laboratory. All sample tags or labels must be provided by the contracted lab. The contracted lab will be responsible for all shipping/handling charges for this only.
9. All results reported to the appropriate Collier County Department must include the program/project name, the County's ID number, Station, Name of the Parameter, the EPA Store#, Detection Limits, Preservative(s) used, the date collected/received, date analysis performed and analyst performing analyses and method used.
10. Laboratory must notify appropriate Collier County Department immediately if analysis cannot be performed, i.e., loss of certification, broken bottles, samples received beyond acceptable holding times, malfunctioning instrumentation/equipment, etc.
11. For chemical analysis, "Greater Than", will not be accepted.
12. Results of the laboratory analyses must be available within ten (10) working days after receipt of the samples by the lab and the written report must be postmarked within fifteen (15) days. A mechanism must also be available for electronic transmission of data via a modem using a database or spreadsheet program compatible with Collier County's system (e.g., electronic mail or fax machine).
13. A telephone number of the lab director or responsible person will be provided so that the County can make arrangements for special circumstances (i.e. after normal working hours, weekends, etc).
14. The contracted laboratory will submit invoices which provide a summary of the number of specific parameters analyzed by name of Program/Projects, by the County's sample ID number, the assigned Purchase Order number and date collected for each billing period. **Important: Since this contract will be utilized by multiple County departments, samples from different sites must be invoiced separately.**

15. In the event samples are lost by the Contractor or not properly analyzed (e.g. incorrect parameters analyzed, samples analyzed beyond approved holding times without County lab authorization, etc.), the Contractor will be liable for costs incurred by the County in collecting additional samples. These costs will include human resources, transportation and any supplies associated with sampling the parameter(s) in question. Any other associated cost incurred by Collier County as a consequence of improper/incorrect analysis of samples shall be Contractor's responsibility and liability.
16. All Drinking Water Analytical results must be on, or accompanied by, signed "Public Drinking Water Analysis Reporting Forms". All reporting forms shall be current.
17. A DOH analytic sheet for all certified parameters must accompany each proposal submitted.
18. Results for samples that have multiple parameters shall be listed on one report sheet. Results for samples with a single parameter can be combined in table form. Samples will be identified by the Departmental I.D. Number, Program/Project Name, Station, Name of the Parameter, and the date collected and analyzed.
19. Contractor(s) shall be responsible for providing appropriate shipping and sampling containers at no charge to the County. Contractors shall also be responsible for the expense of shipping said containers as well as samples, to and from County locations at no charge, as well as arranging the appropriate shipping method.
20. Data shall be submitted to the Pollution Control and Prevention Laboratory in a specific digital format. Laboratory Receipt and Result Electronic Data Deliverables (LRD and EDD) shall be required to be Automatic Data Processing Tool (ADaPT) format as specified in Appendix A. The Pollution Control and Prevention Laboratory require laboratories to utilize the ADaPT software to perform its own automated data review soon after analysis is complete. The laboratory version reads the EDD, checks it against the EDD specifications and against an electronic Quality Assurance Project Plan library for errors using the CLP protocol. If any error is found it allows and facilitates its correction. Data submitted to the Pollution Control and Prevention Laboratory in the ADaPT format must include all applicable NELAC required quality control and parent samples. After all errors are corrected, the EDD, EDD Error Log and LRD are to be exported as .txt files and delivered to the Pollution Control and Prevention QA/Project Manager.
21. All metals data submitted to the Pollution Control and Prevention Laboratory shall be in ug/L.
22. All laboratory analytical reports prepared for an industrial user or a control authority must comply with Rule 62-160.670, F.A.C. Wastewater samples should be analyzed using the approved methods listed in 40 CFR 136. Also, in accordance with Rule 62-4.246, F.A.C., the control authority must ensure approved analytical methods that are used to achieve appropriate method detection limit (MDL) and practical quantization limit (PQL) for determining compliance with parameter limits. Accordingly, industrial users and control authorities should refer to the table located at <ftp://ftp.dep.state.fl.us/pub/labs/assessment/guidance/mdlpql.pdf> to determine the correct analytical method, and appropriate MDL and PQL, for each pollutant. To ensure that the contracted laboratory can meet the necessary MDLs and PQLs, the control authority should consider requesting the documentation to support their claims for MDLs and PQLs.
23. The flow of work stated on the following pages is for proposers informational purposes only and no guarantee is given or implied that this is an exact schedule of required services during the contract period. It should be understood by proposers that they do not have to be certified for

every parameter or matrix on the list to submit a proposal. Proposals will be accepted for specific and/or for all certifications.

Matrix	Analyte
Drinking Water	1,1,1,2-Tetrachloroethane
Drinking Water	1,1,1-Trichloro-2-propanone
Drinking Water	1,1,1-Trichloroethane
Drinking Water	1,1,2,2-Tetrachloroethane
Drinking Water	1,1,2-Trichloroethane
Drinking Water	1,1-Dichloro-2-propanone
Drinking Water	1,1-Dichloroethane
Drinking Water	1,1-Dichloroethene
Drinking Water	1,1-Dichloroethylene
Drinking Water	1,1-Dichloropropene
Drinking Water	1,2 Dichlorobenzene
Drinking Water	1,2 Dichloroethane
Drinking Water	1,2 Dichloropropane
Drinking Water	1,2,3-Trichlorobenzene
Drinking Water	1,2,3-Trichloropropane
Drinking Water	1,2,4,5-Tetrachlorobenzene
Drinking Water	1,2,4-Trichlorobenzene
Drinking Water	1,2,4-Trimethylbenzene
Drinking Water	1,2-Dibromo-3-chloropropane (DBCP)
Drinking Water	1,2-Dibromoethane (EDB)
Drinking Water	1,2-Dichlorobenzene
Drinking Water	1,2-Dichloroethane
Drinking Water	1,2-Dichloropropane
Drinking Water	1,2-Dinitrobenzene
Drinking Water	1,2-Diphenylhydrazine
Drinking Water	1,3 Dichlorobenzene
Drinking Water	1,3,5-Trimethylbenzene
Drinking Water	1,3,5-Trinitrobenzene (1 3 5-TNB)
Drinking Water	1,3-Dichlorobenzene
Drinking Water	1,3-Dichloropropane
Drinking Water	1,3-Dinitrobenzene
Drinking Water	1,3-Dinitrobenzene (1 3-DNB)
Drinking Water	1,4 Dichlorobenzene
Drinking Water	1,4-Dioxane (1 4-Diethyleneoxide)
Drinking Water	1,4-Naphthoquinone
Drinking Water	1,4-Phenylenediamine
Drinking Water	1-CHLOROBUTANE
Drinking Water	1-Chloronaphthalene
Drinking Water	1-Methylnaphthalene
Drinking Water	1-Naphthylamine
Drinking Water	2,2', 3,3', 4,4',6-HEPTACHLOROBIPHENYL
Drinking Water	2,2', 3,3', 4,5', 6,6'-OCTACHLOROBIPHENYL

Drinking Water	2,2', 4,4', 5,6'-HEXACHLOROBIPHENYL
Drinking Water	2,2', 4,4'-TETRACHLOROBYPHENYL
Drinking Water	2,2` 3,3` 4,5` 6,6`-Octachlorobiphenyl (BZ 201)
Drinking Water	2,2` 3` 4,6-Pentachlorobiphenyl (525.2 typo for 2 2` 3 4` 6`-Pentachlorobiphenyl)
Drinking Water	2,2` 4,4`-Tetrachlorobiphenyl (BZ 47)
Drinking Water	2,2-Dichloropropane
Drinking Water	2,3,4,6-Tetrachlorophenol
Drinking Water	2,3,7,8-Tetrachloro-dibenzodioxin
Drinking Water	2,3-Dichloroaniline
Drinking Water	2,3-Dichlorobiphenyl
Drinking Water	2,4,5-T
Drinking Water	2,4,5-TP (Silvex)
Drinking Water	2,4,5-TRICHLOROBIPHENYL
Drinking Water	2,4,5-Trichlorophenol
Drinking Water	2,4,6-Trichlorophenol
Drinking Water	2,4,6-Trinitrotoluene
Drinking Water	2,4-D
Drinking Water	2,4-DB
Drinking Water	2,4-Dichlorophenol
Drinking Water	2,4-Dimethylphenol
Drinking Water	2,4-Dinitrophenol
Drinking Water	2,4-Dinitrotoluene (2 4-DNT)
Drinking Water	2,6-Dichlorophenol
Drinking Water	2,6-Dinitrotoluene (2 6-DNT)
Drinking Water	2-Acetylaminofluorene
Drinking Water	2-Amino-4,6-dinitrotoluene
Drinking Water	2-Butanone (Methyl ethyl ketone MEK)
Drinking Water	2-Chlorobiphenyl (BZ 1)
Drinking Water	2-Chloroethyl vinyl ether
Drinking Water	2-Chloronaphthalene
Drinking Water	2-Chlorophenol
Drinking Water	2-Chlorotoluene
Drinking Water	2-Hexanone
Drinking Water	2-Methyl-4 6-dinitrophenol
Drinking Water	2-Methylnaphthalene
Drinking Water	2-Methylphenol (o-Cresol)
Drinking Water	2-Nitroaniline
Drinking Water	2-Nitrophenol
Drinking Water	2-Nitropropane
Drinking Water	2-Nitrotoluene
Drinking Water	2-Picoline (2-Methylpyridine)
Drinking Water	3,3`-Dichlorobenzidine
Drinking Water	3,3`-Dimethylbenzidine
Drinking Water	3,3'-Dichlorobenzidine
Drinking Water	3,5-Dichlorobenzoic acid

Drinking Water	3/4-Methylphenols (m/p-Cresols)
Drinking Water	3-Hydroxycarbofuran
Drinking Water	3-Methylphenol (m-Cresol)
Drinking Water	3-Nitroaniline
Drinking Water	3-Nitrotoluene
Drinking Water	4,4'-DDD
Drinking Water	4,4'-DDE
Drinking Water	4,4'-DDT
Drinking Water	4-Amino-2,6-dinitrotoluene
Drinking Water	4-Aminobiphenyl
Drinking Water	4-Bromophenyl phenyl ether
Drinking Water	4-Chloro-3-methylphenol
Drinking Water	4-Chloroaniline
Drinking Water	4-Chlorophenyl phenylether
Drinking Water	4-Chlorotoluene
Drinking Water	4-Dimethyl aminoazobenzene
Drinking Water	4-Isopropyltoluene
Drinking Water	4-Methyl-2-pentanone (MIBK)
Drinking Water	4-Methylphenol (p-Cresol)
Drinking Water	4-Nitroaniline
Drinking Water	4-Nitrotoluene
Drinking Water	5-Nitro-o-toluidine
Drinking Water	7 12-Dimethylbenz(a) anthracene
Drinking Water	a-a-Dimethylphenethylamine
Drinking Water	Acenaphthene
Drinking Water	Acenaphthylene
Drinking Water	ACEPHATE
Drinking Water	Acetochlor
Drinking Water	Acetone
Drinking Water	Acetonitrile
Drinking Water	Acetophenone
Drinking Water	A-CHLORDANE
Drinking Water	Acifluorfen
Drinking Water	Acrolein (Propenal)
Drinking Water	Acrylonitrile
Drinking Water	Alachlor
Drinking Water	Aldicarb (Temik)
Drinking Water	Aldicarb sulfone
Drinking Water	Aldicarb sulfoxide
Drinking Water	Aldrin
Drinking Water	Alkalinity as CaCO ₃
Drinking Water	ALLYL CHLORIDE
Drinking Water	alpha-BHC (alpha-Hexachlorocyclohexane)
Drinking Water	Aluminum
Drinking Water	Amenable cyanide
Drinking Water	Ametryn

Drinking Water	Ammonia as N
Drinking Water	ANILAZINE
Drinking Water	Aniline
Drinking Water	Anthracene
Drinking Water	Antimony
Drinking Water	Aramite
Drinking Water	Aroclor-1016 (PCB-1016)
Drinking Water	Aroclor-1221 (PCB-1221)
Drinking Water	Aroclor-1232 (PCB-1232)
Drinking Water	Aroclor-1242 (PCB-1242)
Drinking Water	Aroclor-1248 (PCB-1248)
Drinking Water	Aroclor-1254 (PCB-1254)
Drinking Water	Aroclor-1260 (PCB-1260)
Drinking Water	Arsenic
Drinking Water	Asbestos
Drinking Water	Aspon
Drinking Water	Atraton
Drinking Water	Atrazine
Drinking Water	Azinphos-methyl (Guthion)
Drinking Water	Barium
Drinking Water	Barium-133
Drinking Water	Baygon
Drinking Water	Bentazon
Drinking Water	Bentazon
Drinking Water	Benzene
Drinking Water	Benzidine
Drinking Water	Benzo (g,h,i)perylene
Drinking Water	Benzo(a)anthracene
Drinking Water	Benzo(a)pyrene
Drinking Water	Benzo(b)fluoranthene
Drinking Water	Benzo(g h i)perylene
Drinking Water	Benzo(k)fluoranthene
Drinking Water	Benzoic acid
Drinking Water	Benzyl alcohol
Drinking Water	Benzyl butyl phthalate
Drinking Water	Beryllium
Drinking Water	beta-BHC (beta-Hexachlorocyclohexane)
Drinking Water	beta-Naphthylamine
Drinking Water	BIFENTHRIN
Drinking Water	bis(2-Chloroethoxy)methane
Drinking Water	bis(2-Chloroethyl) ether
Drinking Water	bis(2-Chloroisopropyl) ether (2,2'-Oxybis(1-chloropropane))
Drinking Water	bis(2-Ethylhexyl) phthalate (DEHP)
Drinking Water	Boron
Drinking Water	Bromacil

Drinking Water	Bromate
Drinking Water	Bromide
Drinking Water	Bromoacetic acid
Drinking Water	Bromobenzene
Drinking Water	Bromochloroacetic Acid
Drinking Water	Bromochloroacetonitrile
Drinking Water	Bromochloromethane
Drinking Water	Bromodichloromethane
Drinking Water	Bromoform
Drinking Water	Bromomethane
Drinking Water	Butachlor
Drinking Water	Butachlor
Drinking Water	Butyl benzyl phthalate
Drinking Water	Butylate
Drinking Water	Butylbenzylphthalate
Drinking Water	C/T-1,3-DICHLOROPROPENE
Drinking Water	C-1,2-DICHLOROETHYLENE
Drinking Water	C-1,3-DICHLOROPROPYLENE
Drinking Water	Ca Hardness as CaCO ₃
Drinking Water	Cadmium
Drinking Water	Calcium
Drinking Water	Carbaryl (Sevin)
Drinking Water	Carbazole
Drinking Water	Carbofuran (Furaden)
Drinking Water	Carbon disulfide
Drinking Water	Carbon tetrachloride
Drinking Water	Carboxin
Drinking Water	Cesium-134 ⁷
Drinking Water	Cesium-137 ⁷
Drinking Water	Chloral hydrate
Drinking Water	Chloramben
Drinking Water	Chlorate
Drinking Water	Chlordane (tech.)
Drinking Water	Chlorfenvinphos
Drinking Water	Chloride
Drinking Water	Chlorine dioxide res. disinfectant
Drinking Water	Chlorine
Drinking Water	Chlorite
Drinking Water	Chloroacetic acid
Drinking Water	Chloroacetonitrile
Drinking Water	Chlorobenzene
Drinking Water	CHLOROBENZILATE
Drinking Water	Chlorodibromomethane
Drinking Water	Chloroethane
Drinking Water	Chloroform
Drinking Water	Chloromethane

Drinking Water	CHLORONEB
Drinking Water	Chloropicrin
Drinking Water	Chloroprene
Drinking Water	Chlorothalonil
Drinking Water	Chlorpropham
Drinking Water	CHLORPYRIPHOS (DURSBAN)
Drinking Water	Chromium VI
Drinking Water	Chromium
Drinking Water	Chrysene
Drinking Water	cis-1,2-Dichloroethene
Drinking Water	Cis-1,2-Dichloroethylene
Drinking Water	Cis-1,3-Dichloropropene
Drinking Water	cis-1,4-Dichloro-2-butene
Drinking Water	CIS-PERMETHRIN
Drinking Water	Cobalt
Drinking Water	Cobalt-60
Drinking Water	Color
Drinking Water	Conductivity
Drinking Water	Copper
Drinking Water	Corrosivity (langlier index)
Drinking Water	Coumaphos
Drinking Water	Crotoxyphos
Drinking Water	Cryptosporidium
Drinking Water	CYANAZINE
Drinking Water	Cyanide
Drinking Water	Cycloate
Drinking Water	CYFLUTHRIN
Drinking Water	Dacthal (DCPA)
Drinking Water	Dalapon
Drinking Water	DCPA di acid degradate
Drinking Water	DCPA mono-acid
Drinking Water	delta-BHC
Drinking Water	Demeton-o
Drinking Water	Demeton-s
Drinking Water	Di(2-Ethylhexyl) Adipate
Drinking Water	Di(2-Ethylhexyl) Phthalate
Drinking Water	Di(2-ethylhexyl)adipate
Drinking Water	DI(2-ETHYLHEXYL)PHTHALATE
Drinking Water	Diallate
Drinking Water	Diazinon
Drinking Water	Dibenz(a h) anthracene
Drinking Water	Dibenz(a j) acridine
Drinking Water	Dibenzofuran
Drinking Water	Dibromoacetic acid
Drinking Water	Dibromoacetonitrile
Drinking Water	Dibromochloromethane

Drinking Water	DIBROMOCHLOROPROPANE
Drinking Water	Dibromomethane
Drinking Water	Dicamba
Drinking Water	Dichloroacetic acid
Drinking Water	Dichloroacetonitrile
Drinking Water	Dichlorodifluoromethane
Drinking Water	Dichlorofenthion
Drinking Water	Dichloromethane (DCM Methylene chloride)
Drinking Water	Dichloroprop (Dichlorprop)
Drinking Water	Dichlorovos (DDVP Dichlorvos)
Drinking Water	Dicrotophos
Drinking Water	Dieldrin
Drinking Water	Diesel Range Organics (DRO)
Drinking Water	Diethyl ether
Drinking Water	Diethylphthalate
Drinking Water	Di-isopropylether (DIPE)
Drinking Water	Dimethoate
Drinking Water	Dimethylphthalate
Drinking Water	Di-n-butylphthalate
Drinking Water	Di-n-octylphthalate
Drinking Water	Dinoseb (2-sec-butyl-4 6-dinitrophenol DNBP)
Drinking Water	Dioxathion
Drinking Water	Diphenamid
Drinking Water	Diphenylamine
Drinking Water	Diquat
Drinking Water	DIRUON
Drinking Water	Dissolved organic carbon (DOC)
Drinking Water	DISULFOTON
Drinking Water	DISULFOTON SULFONE
Drinking Water	DISULFOTON SULFOXIDE
Drinking Water	Endosulfan I
Drinking Water	Endosulfan II
Drinking Water	Endosulfan sulfate
Drinking Water	Endothall
Drinking Water	Endrin aldehyde
Drinking Water	Endrin ketone
Drinking Water	Endrin
Drinking Water	EPN
Drinking Water	EPTC (Eptam s-ethyl-dipropyl thio carbamate)
Drinking Water	Ethanol
Drinking Water	Ethion
Drinking Water	Ethoprop
Drinking Water	Ethyl acetate
Drinking Water	Ethyl methacrylate
Drinking Water	Ethyl methanesulfonate
Drinking Water	Ethylbenzene

Drinking Water	Ethylene Dibromide (EDB)
Drinking Water	Ethylene glycol
Drinking Water	ETHYLMETHACRYLATE
Drinking Water	Ethyl-t-butylether (ETBE)
Drinking Water	ETRIDIAZOLE
Drinking Water	Fecal Coliform/E.Coli
Drinking Water	Fecal coliforms
Drinking Water	Fenamiphos
Drinking Water	Fenarimol
Drinking Water	Fenitrothion
Drinking Water	Fensulfothion
Drinking Water	Fenthion
Drinking Water	FIPRONIL
Drinking Water	Fluoranthene
Drinking Water	Fluorene
Drinking Water	Fluoride
Drinking Water	Fluridone
Drinking Water	Fonophos
Drinking Water	gamma-BHC (Lindane gamma-Hexachlorocyclohexane)
Drinking Water	G-CHLORDANE
Drinking Water	Giardia
Drinking Water	Glyphosate
Drinking Water	Gross Alpha
Drinking Water	Gross Beta
Drinking Water	HALOACETIC ACIDS (TOTAL)
Drinking Water	Hardness (calc.)
Drinking Water	Hardness
Drinking Water	Heptachlor epoxide
Drinking Water	Heptachlor
Drinking Water	Heterotrophic plate count
Drinking Water	Hexachlorobenzene
Drinking Water	Hexachlorobutadiene
Drinking Water	Hexachlorocyclopentadiene
Drinking Water	Hexachloroethane
Drinking Water	Hexachlorophene
Drinking Water	Hexachloropropene
Drinking Water	Hexavalent Chromium (VI)
Drinking Water	Hexazinone (Velpar)
Drinking Water	Hexazinone
Drinking Water	HMX (Octahydro-1,3,5,7-tetranitro-1,3,5,7-tetrazocine)
Drinking Water	Hydrogen sulfide un-ionized (calculation)
Drinking Water	Indeno(1 2 3-cd)pyrene
Drinking Water	Iodine-131
Drinking Water	Iodomethane (Methyl iodide)

Drinking Water	Iron
Drinking Water	Isobutyl alcohol (2-Methyl-1-propanol)
Drinking Water	Isobutyraldehyde
Drinking Water	Isodrin
Drinking Water	Isophorone
Drinking Water	Isopropanol
Drinking Water	Isopropyl acetate
Drinking Water	Isopropyl alcohol (2-Propanol)
Drinking Water	Isopropyl ether
Drinking Water	Isopropylbenzene
Drinking Water	Isosafrole
Drinking Water	Kepone
Drinking Water	Kjeldahl nitrogen - total
Drinking Water	Lead
Drinking Water	Leptophos
Drinking Water	Lindane
Drinking Water	Lithium
Drinking Water	Magnesium
Drinking Water	MALATHION
Drinking Water	MANCOZEB
Drinking Water	Manganese
Drinking Water	MCPA
Drinking Water	MCPP
Drinking Water	M-DICHLOROBENZENE
Drinking Water	Mercury
Drinking Water	Merphos
Drinking Water	METHACRYLONITRILE
Drinking Water	Methanol
Drinking Water	Methapyrilene
Drinking Water	Methiocarb (Mesurol)
Drinking Water	Methomyl (Lannate)
Drinking Water	Methoxychlor
Drinking Water	METHYL ACRYLATE
Drinking Water	Methyl bromide (Bromomethane)
Drinking Water	Methyl chloride (Chloromethane)
Drinking Water	Methyl formate
Drinking Water	Methyl methacrylate
Drinking Water	Methyl methanesulfonate
Drinking Water	Methyl paraoxon
Drinking Water	Methyl parathion (Parathion methyl)
Drinking Water	Methyl tert-butyl ether (MTBE)
Drinking Water	Methylene chloride
Drinking Water	METHYLMETHACRYLATE
Drinking Water	Metolachlor
Drinking Water	Metribuzin
Drinking Water	Mevinphos

Drinking Water	MGK-264
Drinking Water	Mirex
Drinking Water	Molinate
Drinking Water	Molybdenum
Drinking Water	Monobromoacetic Acid
Drinking Water	Monochloroacetic Acid
Drinking Water	MONOCHLOROBENZENE
Drinking Water	Monocrotophos
Drinking Water	MONOSODIUMMETHANEARSONATE (MSMA)
Drinking Water	Naled
Drinking Water	n-Amyl acetate
Drinking Water	Naphthalene
Drinking Water	Napropamide
Drinking Water	Natural Uranium
Drinking Water	n-Butyl alcohol
Drinking Water	n-Butylbenzene
Drinking Water	n-Decane
Drinking Water	n-Heptane
Drinking Water	n-Hexane
Drinking Water	Nickel
Drinking Water	Nitrate as N
Drinking Water	Nitrate
Drinking Water	Nitrate-nitrite
Drinking Water	Nitrite as N
Drinking Water	Nitrite
Drinking Water	Nitrobenzene
Drinking Water	Nitroquinoline-1-oxide
Drinking Water	n-Nitrosodiethylamine
Drinking Water	n-Nitrosodimethylamine
Drinking Water	n-Nitroso-di-n-butylamine
Drinking Water	N-Nitroso-di-n-propylamine
Drinking Water	n-Nitrosodiphenylamine
Drinking Water	n-Nitrosomethylethylamine
Drinking Water	n-Nitrosomorpholine
Drinking Water	n-Nitrosopiperidine
Drinking Water	n-Nitrosopyrrolidine
Drinking Water	n-Octadecane
Drinking Water	Norflurazon
Drinking Water	Norflurazon
Drinking Water	n-Propanol
Drinking Water	n-Propylbenzene
Drinking Water	o o o-Triethyl phosphorothioate
Drinking Water	O-CHLOROTOLUENE
Drinking Water	O-DICHLOROBENZENE
Drinking Water	Odor
Drinking Water	Organic nitrogen

Drinking Water	Orthophosphate as P
Drinking Water	o-Toluidine
Drinking Water	OXADIAZON
Drinking Water	Oxamyl
Drinking Water	Paraquat
Drinking Water	Parathion methyl
Drinking Water	PCB Aroclor Identification
Drinking Water	PCBs as decachlorobiphenyl
Drinking Water	PCBs
Drinking Water	P-CHLOROTOLUENE
Drinking Water	P-DICHLOROBENZENE
Drinking Water	p-Dioxane
Drinking Water	Pebulate
Drinking Water	Pentachlorobenzene
Drinking Water	Pentachloroethane
Drinking Water	PENTACHLORONITROBENZENE (PCNB)
Drinking Water	Pentachlorophenol
Drinking Water	Perchlorate
Drinking Water	pH
Drinking Water	Phenacetin
Drinking Water	Phenanthrene
Drinking Water	Phenol
Drinking Water	Phosmet (Imidan)
Drinking Water	Phosphamidon
Drinking Water	Phosphorus total
Drinking Water	Picloram
Drinking Water	p-Isopropyltoluene
Drinking Water	Potassium
Drinking Water	PRODIAMINE
Drinking Water	Prometon
Drinking Water	Prometryn
Drinking Water	Pronamide (Kerb)
Drinking Water	Propachlor (Ramrod)
Drinking Water	Propazine
Drinking Water	Propionitrile (Ethyl cyanide)
Drinking Water	Propoxur (Baygon)
Drinking Water	Pyrene
Drinking Water	Pyridine
Drinking Water	Quinclorac
Drinking Water	Radium-226
Drinking Water	Radium-228
Drinking Water	RDX (hexahydro-1,3,5-trinitro-1,3,5-triazine)
Drinking Water	Residual Free Chlorine
Drinking Water	Residue-filterable (TDS)
Drinking Water	Residue-nonfilterable (TSS)
Drinking Water	Residue-total

Drinking Water	Residue-volatile
Drinking Water	Ronnel
Drinking Water	Safrole
Drinking Water	sec-Butylbenzene
Drinking Water	Selenium
Drinking Water	Silica as SiO ₂
Drinking Water	Silica-dissolved
Drinking Water	Silicon
Drinking Water	Silver
Drinking Water	Silvex (2 4 5-TP)
Drinking Water	Simazine
Drinking Water	Simetryn
Drinking Water	Sodium
Drinking Water	Specific Conductance
Drinking Water	Stirofos
Drinking Water	Strontium-89
Drinking Water	Strontium-90
Drinking Water	Styrene
Drinking Water	Sulfate
Drinking Water	Sulfide
Drinking Water	Sulfotepp
Drinking Water	Surfactants - MBAS
Drinking Water	T-1,2-DICHLOROETHYLENE
Drinking Water	T-1,3-DICHLOROPROPYLENE
Drinking Water	T-amylmethylether (TAME)
Drinking Water	Tebuthiuron
Drinking Water	Terbacil
Drinking Water	Terbufos
Drinking Water	Terbutryn
Drinking Water	Tert-Butyl Alcohol
Drinking Water	tert-Butylbenzene
Drinking Water	Tetrachloroethene
Drinking Water	Tetrachloroethylene (Perchloroethylene)
Drinking Water	Tetraethyl pyrophosphate (TEPP)
Drinking Water	TETRAHYDROFURAN
Drinking Water	Tetryl (methyl-2,4,6-trinitrophenylnitramine)
Drinking Water	Thallium
Drinking Water	Thionazin (Zinophos)
Drinking Water	THIOPHANATE-METHYL
Drinking Water	Tin
Drinking Water	Titanium
Drinking Water	TOC
Drinking Water	Tokuthion (Prothiophos)
Drinking Water	Toluene
Drinking Water	Total Phosphorus
Drinking Water	Total coliforms & E. coli

Drinking Water	Total coliforms
Drinking Water	Total cyanide
Drinking Water	Total dissolved solids
Drinking Water	Total Filterable Residue
Drinking Water	Total haloacetic acids
Drinking Water	Total Hardness as CaCO ₃
Drinking Water	Total Kjeldahl-Nitrogen
Drinking Water	Total nitrate-nitrite
Drinking Water	Total organic carbon
Drinking Water	Total Organic Halides (TOX)
Drinking Water	TOTAL PCBS
Drinking Water	Total Petroleum Hydrocarbons
Drinking Water	Total phenolics
Drinking Water	Total Residual Chlorine
Drinking Water	Total trihalomethanes
Drinking Water	Total Xylenes
Drinking Water	Toxaphene (Chlorinated camphene)
Drinking Water	trans-1,2-Dichloroethene
Drinking Water	trans-1,2-Dichloroethylene
Drinking Water	trans-1,3-Dichloropropylene
Drinking Water	trans-1,4-Dichloro-2-butene
Drinking Water	TRANS-PERMETHRIN
Drinking Water	TRIADEMEFON
Drinking Water	Trichlorfon
Drinking Water	Trichloroacetic acid
Drinking Water	Trichloroacetic acid
Drinking Water	Trichloroacetonitrile
Drinking Water	Trichloroethene (Trichloroethylene)
Drinking Water	Trichloroethylene
Drinking Water	Trichlorofluoromethane
Drinking Water	Trichloronate
Drinking Water	Trichlorotrifluoroethane (Freon 113)
Drinking Water	Tricyclazole
Drinking Water	Trifluralin (Treflan)
Drinking Water	Tritium
Drinking Water	Tungsten
Drinking Water	Turbidity
Drinking Water	Uranium
Drinking Water	Use Test (Student's t)
Drinking Water	UV 254
Drinking Water	Vanadium
Drinking Water	Vernolate
Drinking Water	Vinyl acetate
Drinking Water	Vinyl chloride
Drinking Water	Xylene (total)
Drinking Water	Zinc

Drinking Water	Zinc-65
Non-Potable Water	1,1,1,2-Tetrachloroethane
Non-Potable Water	1,1,1-Trichloro-2-propanone
Non-Potable Water	1,1,1-Trichloroethane
Non-Potable Water	1,1,2,2-Tetrachloroethane
Non-Potable Water	1,1,2-Trichloroethane
Non-Potable Water	1,1-Dichloro-2-propanone
Non-Potable Water	1,1-Dichloroethane
Non-Potable Water	1,1-Dichloroethene
Non-Potable Water	1,1-Dichloroethylene
Non-Potable Water	1,1-Dichloropropene
Non-Potable Water	1,2 Dichlorobenzene
Non-Potable Water	1,2 Dichloroethane
Non-Potable Water	1,2 Dichloropropane
Non-Potable Water	1,2,3-Trichlorobenzene
Non-Potable Water	1,2,3-Trichloropropane
Non-Potable Water	1,2,3-Trichloropropane ⁷
Non-Potable Water	1,2,4,5-Tetrachlorobenzene
Non-Potable Water	1,2,4-Trichlorobenzene
Non-Potable Water	1,2,4-Trimethylbenzene
Non-Potable Water	1,2-Dibromo-3-chloropropane (DBCP)
Non-Potable Water	1,2-Dibromoethane (EDB Ethylene dibromide)
Non-Potable Water	1,2-Dibromoethane (EDB)
Non-Potable Water	1,2-Dichlorobenzene
Non-Potable Water	1,2-Dichloroethane
Non-Potable Water	1,2-Dichloropropane
Non-Potable Water	1,2-Dinitrobenzene
Non-Potable Water	1,2-Diphenylhydrazine
Non-Potable Water	1,3 Dichlorobenzene
Non-Potable Water	1,3,5-Trimethylbenzene
Non-Potable Water	1,3,5-Trinitrobenzene (1 3 5-TNB)
Non-Potable Water	1,3-Dichlorobenzene
Non-Potable Water	1,3-Dichloropropane
Non-Potable Water	1,3-Dinitrobenzene (1 3-DNB)
Non-Potable Water	1,4 Dichlorobenzene
Non-Potable Water	1,4-Dioxane (1 4-Diethyleneoxide)
Non-Potable Water	1,4-Naphthoquinone
Non-Potable Water	1,4-Phenylenediamine
Non-Potable Water	1-CHLOROBUTANE
Non-Potable Water	1-Chloronaphthalene
Non-Potable Water	1-Methylnaphthalene
Non-Potable Water	1-Naphthylamine
Non-Potable Water	2,2', 3', 4,6'-PENTACHLOROBIPHENYL
Non-Potable Water	2,2', 3,3', 4,4',6-HEPTACHLOROBIPHENYL
Non-Potable Water	2,2', 3,3', 4,5', 6,6'-OCTACHLOROBIPHENYL
Non-Potable Water	2,2', 4,4', 5,6'-HEXACHLOROBIPHENYL

Non-Potable Water	2,2', 4,4'-TETRACHLOROBYPHENYL
Non-Potable Water	2,2` 3,3` 4,5` 6,6` -Octachlorobiphenyl (BZ 201)
Non-Potable Water	2,2` 4,4` -Tetrachlorobiphenyl (BZ 47)
Non-Potable Water	2,2-Dichloropropane
Non-Potable Water	2,3,4,6-Tetrachlorophenol
Non-Potable Water	2,3,7,8-Tetrachloro-dibenzodioxin
Non-Potable Water	2,3-Dichloroaniline
Non-Potable Water	2,3-Dichlorobiphenyl
Non-Potable Water	2,4,5-T
Non-Potable Water	2,4,5-TP (Silvex)
Non-Potable Water	2,4,5-TRICHLOROBIPHENYL
Non-Potable Water	2,4,5-Trichlorophenol
Non-Potable Water	2,4,6-Trichlorophenol
Non-Potable Water	2,4,6-Trinitrotoluene
Non-Potable Water	2,4-D
Non-Potable Water	2,4-DB
Non-Potable Water	2,4-Dichlorophenol
Non-Potable Water	2,4-Dimethylphenol
Non-Potable Water	2,4-Dinitrophenol
Non-Potable Water	2,4-Dinitrotoluene (2 4-DNT)
Non-Potable Water	2,6-Dichlorophenol
Non-Potable Water	2,6-Dinitrotoluene (2 6-DNT)
Non-Potable Water	2-Acetylaminofluorene
Non-Potable Water	2-Amino-4,6-dinitrotoluene
Non-Potable Water	2-Butanone (Methyl ethyl ketone MEK)
Non-Potable Water	2-CHLOROBIPHENYL
Non-Potable Water	2-Chloroethyl vinyl ether
Non-Potable Water	2-Chloronaphthalene
Non-Potable Water	2-Chlorophenol
Non-Potable Water	2-Chlorotoluene
Non-Potable Water	2-Hexanone
Non-Potable Water	2-Methyl-4 6-dinitrophenol
Non-Potable Water	2-Methylnaphthalene
Non-Potable Water	2-Methylphenol (o-Cresol)
Non-Potable Water	2-Nitroaniline
Non-Potable Water	2-Nitrophenol
Non-Potable Water	2-Nitropropane
Non-Potable Water	2-Nitrotoluene
Non-Potable Water	2-Picoline (2-Methylpyridine)
Non-Potable Water	3,3` -Dichlorobenzidine
Non-Potable Water	3,3` -Dimethylbenzidine
Non-Potable Water	3,3'-Dichlorobenzidine
Non-Potable Water	3,5-Dichlorobenzoic acid
Non-Potable Water	3/4-Methylphenols (m/p-Cresols)
Non-Potable Water	3-Hydroxycarbofuran
Non-Potable Water	3-Methylcholanthrene

Non-Potable Water	3-Methylcholanthrene
Non-Potable Water	3-Methylphenol (m-Cresol)
Non-Potable Water	3-Nitroaniline
Non-Potable Water	3-Nitrotoluene
Non-Potable Water	4,4'-DDD
Non-Potable Water	4,4'-DDE
Non-Potable Water	4,4'-DDT
Non-Potable Water	4-Amino-2,6-dinitrotoluene
Non-Potable Water	4-Aminobiphenyl
Non-Potable Water	4-Bromophenyl phenyl ether
Non-Potable Water	4-Chloro-3-methylphenol
Non-Potable Water	4-Chloroaniline
Non-Potable Water	4-Chlorophenyl phenylether
Non-Potable Water	4-Chlorotoluene
Non-Potable Water	4-Dimethyl aminoazobenzene
Non-Potable Water	4-Isopropyltoluene
Non-Potable Water	4-Methyl-2-pentanone (MIBK)
Non-Potable Water	4-Methylphenol (p-Cresol)
Non-Potable Water	4-Nitroaniline
Drinking Water	4-Nitrophenol
Non-Potable Water	4-Nitrophenol
Non-Potable Water	4-Nitrotoluene
Non-Potable Water	5-day BOD
Non-Potable Water	5-Nitro-o-toluidine
Non-Potable Water	7,12-Dimethylbenz(a) anthracene
Non-Potable Water	a-a-Dimethylphenethylamine
Non-Potable Water	Acenaphthene
Non-Potable Water	Acenaphthylene
Non-Potable Water	ACEPHATE
Non-Potable Water	Acetochlor
Non-Potable Water	Acetone
Non-Potable Water	Acetonitrile
Non-Potable Water	Acetophenone
Non-Potable Water	A-CHLORDANE
Non-Potable Water	Acidity as CaCO ₃
Non-Potable Water	Acifluorfen
Non-Potable Water	Acrolein (Propenal)
Non-Potable Water	Acrylonitrile
Non-Potable Water	Alachlor
Non-Potable Water	ALDICARB
Non-Potable Water	ALDICARB SULFONE
Non-Potable Water	Aldicarb sulfoxide
Non-Potable Water	Aldrin
Non-Potable Water	Alkalinity as CaCO ₃
Non-Potable Water	Allyl chloride (3-Chloropropene)
Non-Potable Water	alpha-BHC (alpha-Hexachlorocyclohexane)

Non-Potable Water	alpha-Chlordane
Non-Potable Water	Aluminum
Non-Potable Water	Amenable cyanide
Non-Potable Water	AMETRYN
Non-Potable Water	Ammonia as N
Non-Potable Water	ANILAZINE
Non-Potable Water	Aniline
Non-Potable Water	Anthracene
Non-Potable Water	Antimony
Non-Potable Water	Aramite
Non-Potable Water	Aroclor-1016 (PCB-1016)
Non-Potable Water	Aroclor-1221 (PCB-1221)
Non-Potable Water	Aroclor-1232 (PCB-1232)
Non-Potable Water	Aroclor-1242 (PCB-1242)
Non-Potable Water	Aroclor-1248 (PCB-1248)
Non-Potable Water	Aroclor-1254 (PCB-1254)
Non-Potable Water	Aroclor-1260 (PCB-1260)
Non-Potable Water	Arsenic
Non-Potable Water	Asbestos
Non-Potable Water	Aspon
Non-Potable Water	ATRATON
Non-Potable Water	Atrazine
Non-Potable Water	Atrazine
Non-Potable Water	Azinphos-ethyl (Ethyl guthion)
Non-Potable Water	Azinphos-methyl (Guthion)
Non-Potable Water	Barium
Non-Potable Water	Bentazon
Non-Potable Water	Benzene
Non-Potable Water	Benzidine
Non-Potable Water	Benzo (g,h,i)perylene
Non-Potable Water	Benzo(a)anthracene
Non-Potable Water	Benzo(a)pyrene
Non-Potable Water	Benzo(b)fluoranthene
Non-Potable Water	Benzo(g h i)perylene
Non-Potable Water	Benzo(k)fluoranthene
Non-Potable Water	Benzoic acid
Non-Potable Water	Benzyl alcohol
Non-Potable Water	Benzyl butyl phthalate
Non-Potable Water	Beryllium
Non-Potable Water	beta-BHC (beta-Hexachlorocyclohexane)
Non-Potable Water	beta-Naphthylamine
Non-Potable Water	BIFENTHRIN
Non-Potable Water	Biochemical oxygen demand
Non-Potable Water	bis(2-Chloroethoxy)methane
Non-Potable Water	bis(2-Chloroethyl) ether
Non-Potable Water	bis(2-Chloroisopropyl) ether (2 2` -Oxybis(1-

	chloropropane))
Non-Potable Water	bis(2-Ethylhexyl) phthalate (DEHP)
Non-Potable Water	Bolstar (Sulprofos)
Non-Potable Water	Boron
Non-Potable Water	BROMACIL
Non-Potable Water	Bromate
Non-Potable Water	Bromide
Non-Potable Water	Bromoacetic acid
Non-Potable Water	Bromobenzene
Non-Potable Water	Bromochloroacetic acid
Non-Potable Water	Bromochloroacetonitrile
Non-Potable Water	Bromochloromethane
Non-Potable Water	Bromodichloromethane
Non-Potable Water	Bromoform
Non-Potable Water	Bromomethane
Non-Potable Water	BUTACHLOR
Non-Potable Water	Butyl benzyl phthalate
Non-Potable Water	BUTYLATE
Non-Potable Water	Butylbenzylphthalate
Non-Potable Water	C/T-1,3-DICHLOROPROPENE
Non-Potable Water	C-1,2-DICHLOROETHYLENE
Non-Potable Water	C-1,3-DICHLOROPROPYLENE
Non-Potable Water	Cadmium
Non-Potable Water	Calcium hardness as CaCO ₃
Non-Potable Water	Calcium
Non-Potable Water	Carbaryl (Sevin)
Non-Potable Water	Carbazole
Non-Potable Water	Carbazole
Non-Potable Water	CARBOFURAN
Non-Potable Water	Carbon disulfide
Non-Potable Water	Carbon tetrachloride
Non-Potable Water	Carbonaceous BOD (CBOD)
Non-Potable Water	Carbophenothion
Non-Potable Water	Carboxin
Non-Potable Water	Chemical oxygen demand
Non-Potable Water	Chloramben
Non-Potable Water	Chlorate
Non-Potable Water	Chlordane (tech.)
Non-Potable Water	Chlordane (total)
Non-Potable Water	Chlorfenvinphos
Non-Potable Water	Chloride
Non-Potable Water	Chlorite
Non-Potable Water	Chloroacetic acid
Non-Potable Water	Chloroacetonitrile
Non-Potable Water	Chlorobenzene
Non-Potable Water	Chlorobenzilate

Non-Potable Water	Chlorobenzilate
Non-Potable Water	Chlorodibromomethane
Non-Potable Water	Chloroethane
Non-Potable Water	Chloroform
Non-Potable Water	Chloromethane
Non-Potable Water	CHLORONEB
Non-Potable Water	Chlorophylls
Non-Potable Water	CHLOROPICRIN
Non-Potable Water	Chloroprene
Non-Potable Water	CHLOROTHALONIL
Non-Potable Water	Chlorpropham
Non-Potable Water	Chlorpyrifos methyl
Non-Potable Water	Chlorpyrifos
Non-Potable Water	Chromium VI
Non-Potable Water	Chromium
Non-Potable Water	Chrysene
Non-Potable Water	cis-1 2-Dichloroethylene
Non-Potable Water	cis-1 3-Dichloropropene
Non-Potable Water	cis-1,2-Dichloroethene
Non-Potable Water	cis-1,4-Dichloro-2-butene
Non-Potable Water	CIS-PERMETHRIN
Non-Potable Water	Cobalt
Non-Potable Water	COD
Non-Potable Water	Color
Non-Potable Water	Conductivity
Non-Potable Water	Copper
Non-Potable Water	Corrosivity (langlier index)
Non-Potable Water	Corrosivity (pH)
Non-Potable Water	Coumaphos
Non-Potable Water	Crotoxyphos
Non-Potable Water	Cryptosporidium
Non-Potable Water	CYANAZINE
Non-Potable Water	Cyanide
Non-Potable Water	CYCLOATE
Non-Potable Water	CYFLUTHRIN
Non-Potable Water	Dacthal (DCPA)
Non-Potable Water	Dalapon
Non-Potable Water	DCPA di acid degradate
Non-Potable Water	DCPA mono-acid
Non-Potable Water	delta-BHC
Non-Potable Water	Demeton-o
Non-Potable Water	Demeton-s
Non-Potable Water	DI(2-ETHYLHEXYL)ADIPATE
Non-Potable Water	DI(2-ETHYLHEXYL)PHTHALATE
Non-Potable Water	Diallate
Non-Potable Water	Diallate

Non-Potable Water	Diazinon
Non-Potable Water	Dibenz(a h) anthracene
Non-Potable Water	Dibenz(a j) acridine
Non-Potable Water	Dibenzofuran
Non-Potable Water	Dibromoacetic acid
Non-Potable Water	Dibromoacetonitrile
Non-Potable Water	Dibromochloromethane
Non-Potable Water	DIBROMOCHLOROPROPANE
Non-Potable Water	Dibromomethane
Non-Potable Water	Dicamba
Non-Potable Water	Dichloroacetic acid
Non-Potable Water	Dichloroacetonitrile
Non-Potable Water	Dichlorodifluoromethane
Non-Potable Water	Dichlorofenthion
Non-Potable Water	DICHLOROMETHANE (MECL)
Non-Potable Water	Dichloroprop (Dichlorprop)
Non-Potable Water	Dichlorovos (DDVP Dichlorvos)
Non-Potable Water	Dicrotophos
Non-Potable Water	Dieldrin
Non-Potable Water	Diesel range organics (DRO)
Non-Potable Water	Diethyl ether
Non-Potable Water	Diethyl phthalate
Non-Potable Water	Di-isopropylether (DIPE)
Non-Potable Water	Dimethoate
Non-Potable Water	Dimethyl phthalate
Non-Potable Water	Di-n-butyl phthalate
Non-Potable Water	Di-n-octyl phthalate
Non-Potable Water	Dinoseb (2-sec-butyl-4 6-dinitrophenol DNBP)
Non-Potable Water	Dioxathion
Non-Potable Water	DIPHENAMID
Non-Potable Water	Diphenylamine
Non-Potable Water	Diquat
Non-Potable Water	DIRUON
Non-Potable Water	Dissolved organic carbon (DOC)
Non-Potable Water	DISULFOTON SULFONE
Non-Potable Water	DISULFOTON SULFOXIDE
Non-Potable Water	Disulfoton
Non-Potable Water	Endosulfan I
Non-Potable Water	Endosulfan II
Non-Potable Water	Endosulfan sulfate
Non-Potable Water	Endothall
Non-Potable Water	Endrin aldehyde
Non-Potable Water	Endrin ketone
Non-Potable Water	Endrin
Non-Potable Water	Enterococci
Non-Potable Water	EPN

Non-Potable Water	EPTC
Non-Potable Water	Ethanol
Non-Potable Water	Ethion
Non-Potable Water	Ethoprop
Non-Potable Water	Ethyl acetate
Non-Potable Water	Ethyl methacrylate
Non-Potable Water	Ethyl methanesulfonate
Non-Potable Water	Ethylbenzene
Non-Potable Water	ETHYLENE DIBROMIDE (EDB)
Non-Potable Water	Ethylene glycol
Non-Potable Water	ETHYLMETHACRYLATE
Non-Potable Water	Ethyl-t-butylether (ETBE)
Non-Potable Water	ETRIDIAZOLE
Non-Potable Water	Famphur
Non-Potable Water	Fecal coliforms
Non-Potable Water	Fecal streptococci
Non-Potable Water	FENAMIPHOS
Non-Potable Water	FENARIMOL
Non-Potable Water	Fenitrothion
Non-Potable Water	Fensulfothion
Non-Potable Water	Fenthion
Non-Potable Water	FIPRONIL
Non-Potable Water	Fluoranthene
Non-Potable Water	Fluorene
Non-Potable Water	Fluoride
Non-Potable Water	FLURIDONE
Non-Potable Water	Fonophos
Non-Potable Water	gamma-BHC (Lindane gamma-Hexachlorocyclohexane)
Non-Potable Water	gamma-Chlordane
Non-Potable Water	Gasoline range organics (GRO)
Non-Potable Water	G-CHLORDANE
Non-Potable Water	Giardia
Non-Potable Water	GLYPHOSATE
Non-Potable Water	Gross-alpha
Non-Potable Water	Gross-beta
Non-Potable Water	HALOACETIC ACIDS (TOTAL)
Non-Potable Water	Hardness (calc.)
Non-Potable Water	Hardness
Non-Potable Water	Heptachlor epoxide
Non-Potable Water	Heptachlor
Non-Potable Water	Heterotrophic plate count
Non-Potable Water	Hexachlorobenzene
Non-Potable Water	Hexachlorobutadiene
Non-Potable Water	Hexachlorobutadiene
Non-Potable Water	Hexachlorocyclopentadiene

Non-Potable Water	Hexachloroethane
Non-Potable Water	Hexachlorophene
Non-Potable Water	Hexachloropropene
Non-Potable Water	HEXAZINONE
Non-Potable Water	HMX (Octahydro-1,3,5,7-tetranitro-1,3,5,7-tetrazocine)
Non-Potable Water	Hydrogen sulfide un-ionized (calculation)
Non-Potable Water	Ignitability
Non-Potable Water	Indeno(1,2,3-cd)pyrene
Non-Potable Water	Iodomethane (Methyl iodide)
Non-Potable Water	Iron
Non-Potable Water	Isobutyl alcohol (2-Methyl-1-propanol)
Non-Potable Water	Isobutyraldehyde
Non-Potable Water	Isodrin
Non-Potable Water	Isodrin
Non-Potable Water	Isophorone
Non-Potable Water	Isopropanol
Non-Potable Water	Isopropyl acetate
Non-Potable Water	Isopropyl alcohol (2-Propanol)
Non-Potable Water	Isopropyl ether
Non-Potable Water	Isopropylbenzene
Non-Potable Water	Isosafrole
Non-Potable Water	Kepone
Non-Potable Water	Kjeldahl nitrogen - total
Non-Potable Water	Lead
Non-Potable Water	Leptophos
Non-Potable Water	LINDANE (G-BHC)
Non-Potable Water	Lithium
Non-Potable Water	Magnesium
Non-Potable Water	Malathion
Non-Potable Water	MANCOZEB
Non-Potable Water	Manganese
Non-Potable Water	MCPA
Non-Potable Water	MCPP
Non-Potable Water	M-DICHLOROBENZENE
Non-Potable Water	Mercury
Non-Potable Water	Merphos
Non-Potable Water	Methacrylonitrile
Non-Potable Water	Methanol
Non-Potable Water	Methapyrilene
Non-Potable Water	METHIOCARB
Non-Potable Water	Methomyl (Lannate)
Non-Potable Water	Methoxychlor
Non-Potable Water	Methyl acrylate
Non-Potable Water	Methyl bromide (Bromomethane)
Non-Potable Water	Methyl chloride (Chloromethane)

Non-Potable Water	Methyl formate
Non-Potable Water	Methyl methacrylate
Non-Potable Water	Methyl methanesulfonate
Non-Potable Water	METHYL PARAOXON
Non-Potable Water	Methyl parathion (Parathion methyl)
Non-Potable Water	Methyl tert-butyl ether (MTBE)
Non-Potable Water	Methylene chloride
Non-Potable Water	METHYLMETHACRYLATE
Non-Potable Water	METHYL-TERT-BUTYL-ETHER
Non-Potable Water	METOLACHLOR
Non-Potable Water	METRIBUZIN
Non-Potable Water	Mevinphos
Non-Potable Water	MGK 264
Non-Potable Water	Mirex
Non-Potable Water	MOLINATE
Non-Potable Water	Molybdenum
Non-Potable Water	Monobromoacetic Acid
Non-Potable Water	Monochloroacetic Acid
Non-Potable Water	MONOCHLORO BENZENE
Non-Potable Water	Monocrotophos
Non-Potable Water	MONOSODIUM METHANEARSONATE (MSMA)
Non-Potable Water	Naled
Non-Potable Water	n-Amyl acetate
Non-Potable Water	Naphthalene
Non-Potable Water	NAPROPAMIDE
Non-Potable Water	n-Butyl alcohol
Non-Potable Water	n-Butylbenzene
Non-Potable Water	n-Decane
Non-Potable Water	n-Heptane
Non-Potable Water	n-Hexane
Non-Potable Water	Nickel
Non-Potable Water	Nitrate as N
Non-Potable Water	Nitrate
Non-Potable Water	Nitrate-nitrite
Non-Potable Water	Nitrite as N
Non-Potable Water	Nitrite
Non-Potable Water	Nitrobenzene
Non-Potable Water	Nitroquinoline-1-oxide
Non-Potable Water	n-Nitrosodiethylamine
Non-Potable Water	n-Nitrosodimethylamine
Non-Potable Water	n-Nitroso-di-n-butylamine
Non-Potable Water	n-Nitrosodi-n-propylamine
Non-Potable Water	n-Nitrosodiphenylamine
Non-Potable Water	n-Nitrosomethylethylamine
Non-Potable Water	n-Nitrosomorpholine
Non-Potable Water	n-Nitrosopiperidine

Non-Potable Water	n-Nitrosopyrrolidine
Non-Potable Water	n-Octadecane
Non-Potable Water	n-Octadecane
Non-Potable Water	Non-Filterable Residue
Non-Potable Water	NORFLURAZON
Non-Potable Water	n-Propanol
Non-Potable Water	n-Propylbenzene
Non-Potable Water	o o o-Triethyl phosphorothioate
Non-Potable Water	o o o-Triethyl phosphorothioate
Non-Potable Water	O-CHLOROTOLUENE
Non-Potable Water	O-DICHLOROBENZENE
Non-Potable Water	Oil & Grease
Non-Potable Water	Organic nitrogen
Non-Potable Water	Orthophosphate as P
Non-Potable Water	o-Toluidine
Non-Potable Water	OXADIAZON
Non-Potable Water	OXAMYL
Non-Potable Water	Oxygen dissolved
Non-Potable Water	Paraquat
Non-Potable Water	Parathion ethyl
Non-Potable Water	Parathion methyl
Non-Potable Water	PCB-AROCHLOR
Non-Potable Water	PCBs
Non-Potable Water	P-CHLOROTOLUENE
Non-Potable Water	P-DICHLOROBENZENE
Non-Potable Water	p-Dioxane
Non-Potable Water	PEBULATE
Non-Potable Water	Pentachlorobenzene
Non-Potable Water	Pentachloroethane
Non-Potable Water	Pentachloronitrobenzene
Non-Potable Water	Pentachlorophenol
Non-Potable Water	Pentachlorophenol
Non-Potable Water	Perchlorate
Non-Potable Water	pH
Non-Potable Water	Phenacetin
Non-Potable Water	Phenanthrene
Non-Potable Water	Phenol
Non-Potable Water	Phorate
Non-Potable Water	Phosmet (Imidan)
Non-Potable Water	Phosphamidon
Non-Potable Water	Phosphorus total
Non-Potable Water	Picloram
Non-Potable Water	p-Isopropyltoluene
Non-Potable Water	Potassium
Non-Potable Water	Potassium
Non-Potable Water	PRODIAMINE

Non-Potable Water	PROMETON
Non-Potable Water	PROMETRYN
Non-Potable Water	Pronamide (Kerb)
Non-Potable Water	PROPACHLOR
Non-Potable Water	PROPAZINE
Non-Potable Water	Propionitrile (Ethyl cyanide)
Non-Potable Water	PROPOXUR (BAYGON)
Non-Potable Water	Pyrene
Non-Potable Water	Pyridine
Non-Potable Water	Quinclorac
Non-Potable Water	Radium-226
Non-Potable Water	RDX (hexahydro-1,3,5-trinitro-1,3,5-triazine)
Non-Potable Water	Residual free chlorine
Non-Potable Water	Residue-filterable (TDS)
Non-Potable Water	Residue-nonfilterable (TSS)
Non-Potable Water	Residue-total
Non-Potable Water	Residue-volatile
Non-Potable Water	Ronnel
Non-Potable Water	Safrole
Non-Potable Water	Salinity
Non-Potable Water	sec-Butylbenzene
Non-Potable Water	Selenium
Non-Potable Water	Settleable solids
Non-Potable Water	Silica as SiO ₂
Non-Potable Water	Silica-dissolved
Non-Potable Water	Silicon
Non-Potable Water	Silver
Non-Potable Water	Silver
Non-Potable Water	Silvex (2,4,5-TP)
Non-Potable Water	Simazine
Non-Potable Water	Simazine
Non-Potable Water	SIMETRYN
Non-Potable Water	Sodium
Non-Potable Water	Spec. Cond. (25°C)
Non-Potable Water	Stirofos
Non-Potable Water	Strontium
Non-Potable Water	Styrene
Non-Potable Water	Sulfate
Non-Potable Water	Sulfide
Non-Potable Water	Sulfotep
Non-Potable Water	Surfactants - MBAS
Non-Potable Water	T-1,2-DICHLOROETHYLENE
Non-Potable Water	T-1,3-DICHLOROPROPYLENE
Non-Potable Water	T-amylmethylether (TAME)
Non-Potable Water	TEBUTHIURON
Non-Potable Water	TERBACIL

Non-Potable Water	Terbufos
Non-Potable Water	TERBUTRYN
Non-Potable Water	tert-Butyl alcohol
Non-Potable Water	tert-Butylbenzene
Non-Potable Water	Tetrachloroethene
Non-Potable Water	Tetrachloroethylene (Perchloroethylene)
Non-Potable Water	Tetraethyl pyrophosphate (TEPP)
Non-Potable Water	Tetrahydrofuran (THF)
Non-Potable Water	Tetryl (methyl-2,4,6-trinitrophenylnitramine)
Non-Potable Water	Thallium
Non-Potable Water	Thionazin (Zinophos)
Non-Potable Water	Thionazin (Zinophos)
Non-Potable Water	THIOPHANATE-METHYL
Non-Potable Water	Tin
Non-Potable Water	Titanium
Non-Potable Water	TOC
Non-Potable Water	Tokuthion (Prothiophos)
Non-Potable Water	Toluene
Non-Potable Water	Total Phosphorus
Non-Potable Water	Total coliforms
Non-Potable Water	Total cyanide
Non-Potable Water	Total Dissolved Solids at 180°C
Non-Potable Water	Total fixed and volatile residue
Non-Potable Water	Total haloacetic acids
Non-Potable Water	Total hardness as CaCO ₃
Non-Potable Water	Total Kjeldahl-Nitrogen
Non-Potable Water	Total nitrate-nitrite
Non-Potable Water	Total organic carbon
Non-Potable Water	Total Organic Halides (TOX)
Non-Potable Water	TOTAL PCBS
Non-Potable Water	Total Petroleum Hydrocarbons (TPH)
Non-Potable Water	Total phenolics
Non-Potable Water	Total residual chlorine
Non-Potable Water	Total Solids
Non-Potable Water	Total trihalomethanes
Non-Potable Water	Total Xylenes
Non-Potable Water	Toxaphene (Chlorinated camphene)
Non-Potable Water	trans-1,2-Dichloroethene
Non-Potable Water	trans-1,2-Dichloroethylene
Non-Potable Water	trans-1,3-Dichloropropene
Non-Potable Water	trans-1,3-Dichloropropylene
Non-Potable Water	trans-1,4-Dichloro-2-butene
Non-Potable Water	TRANS-PERMETHRIN
Non-Potable Water	TRIADEMEFON
Non-Potable Water	Trichlorfon
Non-Potable Water	Trichloroacetic acid

Non-Potable Water	Trichloroacetonitrile
Non-Potable Water	Trichloroethene (Trichloroethylene)
Non-Potable Water	TRICHLOROETHYLENE
Non-Potable Water	Trichlorofluoromethane
Non-Potable Water	Trichloronate
Non-Potable Water	Trichlorotrifluoroethane (Freon 113)
Non-Potable Water	TRICYCLAZOLE
Non-Potable Water	TRIFLURALIN
Non-Potable Water	Tritium
Non-Potable Water	Tungsten
Non-Potable Water	Turbidity
Non-Potable Water	Un-ionized Ammonia
Non-Potable Water	Vanadium
Non-Potable Water	VERNOLATE
Non-Potable Water	Vinyl acetate
Non-Potable Water	Vinyl chloride
Non-Potable Water	Volatile solids
Non-Potable Water	Xylene (total)
Non-Potable Water	Zinc
OIL	Aroclor 1016
OIL	Aroclor 1242
OIL	Aroclor 1254
OIL	Aroclor 1260
Solids	1,1,1,2-Tetrachloroethane
Solids	1,1,1,2-Tetrachloroethane
Solids	1,1,1-Trichloroethane
Solids	1,1,1-Trichloroethane
Solids	1,1,2,2-Tetrachloroethane
Solids	1,1,2,2-Tetrachloroethane
Solids	1,1,2-Trichloroethane
Solids	1,1,2-Trichloroethane
Solids	1,1-Dichloro-2-propanone
Solids	1,1-Dichloroethane
Solids	1,1-Dichloroethane
Solids	1,1-Dichloroethene
Solids	1,1-Dichloroethylene
Solids	1,1-Dichloroethylene
Solids	1,1-Dichloropropene
Solids	1,1-Dichloropropene
Solids	1,2 Dichlorobenzene
Solids	1,2 Dichloroethane
Solids	1,2 Dichloropropane
Solids	1,2,3-Trichlorobenzene
Solids	1,2,3-Trichlorobenzene
Solids	1,2,3-Trichloropropane
Solids	1,2,3-Trichloropropane

Solids	1,2,3-Trichloropropane ⁷
Solids	1,2,4,5-Tetrachlorobenzene
Solids	1,2,4-Trichlorobenzene
Solids	1,2,4-Trichlorobenzene
Solids	1,2,4-Trimethylbenzene
Solids	1,2,4-Trimethylbenzene
Solids	1,2-Dibromo-3-chloropropane (DBCP)
Solids	1,2-Dibromo-3-chloropropane (DBCP)
Solids	1,2-Dibromoethane (EDB Ethylene dibromide)
Solids	1,2-Dibromoethane (EDB)
Solids	1,2-Dichlorobenzene
Solids	1,2-Dichlorobenzene
Solids	1,2-Dichloroethane
Solids	1,2-Dichloroethane
Solids	1,2-Dichloropropane
Solids	1,2-Dichloropropane
Solids	1,2-Dinitrobenzene
Solids	1,2-Diphenylhydrazine
Solids	1,3 Dichlorobenzene
Solids	1,3,5-Trimethylbenzene
Solids	1,3,5-Trinitrobenzene (1 3 5-TNB)
Solids	1,3-Dichlorobenzene
Solids	1,3-Dichloropropane
Solids	1,3-Dichloropropane
Solids	1,3-Dinitrobenzene
Solids	1,3-Dinitrobenzene (1 3-DNB)
Solids	1,4 Dichlorobenzene
Solids	1,4-Dioxane (1 4-Diethyleneoxide)
Solids	1,4-Naphthoquinone
Solids	1,4-Phenylenediamine
Solids	1-CHLOROBUTANE
Solids	1-Chloronaphthalene
Solids	1-Methylnaphthalene
Solids	1-Naphthylamine
Solids	2,2', 3', 4,6'-PENTACHLOROBIPHENYL
Solids	2,2', 3,3', 4,4',6-HEPTACHLOROBIPHENYL
Solids	2,2', 3,3', 4,5', 6,6'-OCTACHLOROBIPHENYL
Solids	2,2', 4,4', 5,6'-HEXACHLOROBIPHENYL
Solids	2,2', 4,4'-TETRACHLOROBYPHENYL
Solids	2,2` 3,3` 4,5` 6,6` -Octachlorobiphenyl (BZ 201)
Solids	2,2` 4,4` -Tetrachlorobiphenyl (BZ 47)
Solids	2,2-Dichloropropane
Solids	2,2-Dichloropropane
Solids	2,3,4,6-Tetrachlorophenol
Solids	2,3,7,8-Tetrachloro-dibenzodioxin
Solids	2,3-Dichloroaniline

Solids	2,3-Dichlorobiphenyl
Solids	2,4,5-T
Solids	2,4,5-TP (Silvex)
Solids	2,4,5-TRICHLOROBIPHENYL
Solids	2,4,5-Trichlorophenol
Solids	2,4,6-Trichlorophenol
Solids	2,4,6-Trinitrotoluene
Solids	2,4-D
Solids	2,4-DB
Solids	2,4-Dichlorophenol
Solids	2,4-Dimethylphenol
Solids	2,4-Dinitrophenol
Solids	2,4-Dinitrotoluene (2 4-DNT)
Solids	2,6-Dichlorophenol
Solids	2,6-Dinitrotoluene (2 6-DNT)
Solids	2-Acetylaminofluorene
Solids	2-Amino-4,6-dinitrotoluene
Solids	2-Butanone (Methyl ethyl ketone MEK)
Solids	2-CHLOROBIPHENYL
Solids	2-Chloroethyl vinyl ether
Solids	2-Chloronaphthalene
Solids	2-Chlorophenol
Solids	2-Chlorotoluene
Solids	2-Hexanone
Solids	2-Methyl-4 6-dinitrophenol
Solids	2-Methylnaphthalene
Solids	2-Methylphenol (o-Cresol)
Solids	2-Nitroaniline
Solids	2-Nitrophenol
Solids	2-Nitropropane
Solids	2-Nitrotoluene
Solids	2-Picoline (2-Methylpyridine)
Solids	3,3` -Dichlorobenzidine
Solids	3,3` -Dimethylbenzidine
Solids	3,3'-Dichlorobenzidine
Solids	3,5-Dichlorobenzoic acid
Solids	3/4-Methylphenols (m/p-Cresols)
Solids	3-Hydroxycarbofuran
Solids	3-Methylcholanthrene
Solids	3-Methylphenol (m-Cresol)
Solids	3-Nitroaniline
Solids	3-Nitrotoluene
Solids	4,4'-DDD
Solids	4,4'-DDE
Solids	4,4'-DDT
Solids	4-Amino-2,6-dinitrotoluene

Solids	4-Aminobiphenyl
Solids	4-Bromophenyl phenyl ether
Solids	4-Chloro-3-methylphenol
Solids	4-Chloroaniline
Solids	4-Chlorophenyl phenylether
Solids	4-Chlorotoluene
Solids	4-Dimethyl aminoazobenzene
Solids	4-Isopropyltoluene
Solids	4-Methyl-2-pentanone (MIBK)
Solids	4-Methylphenol (p-Cresol)
Solids	4-Nitroaniline
Solids	4-Nitrophenol
Solids	4-Nitrotoluene
Solids	5-Nitro-o-toluidine
Solids	7 12-Dimethylbenz(a) anthracene
Solids	a-a-Dimethylphenethylamine
Solids	Acenaphthene
Solids	Acenaphthylene
Solids	ACEPHATE
Solids	Acetochlor
Solids	Acetone
Solids	Acetonitrile
Solids	Acetophenone
Solids	A-CHLORDANE
Solids	Acifluorfen
Solids	Acrolein (Propenal)
Solids	Acrylonitrile
Solids	Alachlor
Solids	ALDICARB
Solids	ALDICARB SULFONE
Solids	Aldicarb sulfoxide
Solids	Aldrin
Solids	Allyl chloride (3-Chloropropene)
Solids	alpha-BHC (alpha-Hexachlorocyclohexane)
Solids	alpha-Chlordane
Solids	Aluminum
Solids	AMETRYN
Solids	Ammonia as N
Solids	ANILAZINE
Solids	Aniline
Solids	Anthracene
Solids	Antimony
Solids	Aramite
Solids	Aroclor-1016 (PCB-1016)
Solids	Aroclor-1221 (PCB-1221)
Solids	Aroclor-1232 (PCB-1232)

Solids	Aroclor-1242 (PCB-1242)
Solids	Aroclor-1248 (PCB-1248)
Solids	Aroclor-1254 (PCB-1254)
Solids	Aroclor-1260 (PCB-1260)
Solids	Arsenic
Solids	Asbestos
Solids	Aspon
Solids	ATRATON
Solids	Atrazine
Solids	Azinphos-ethyl (Ethyl guthion)
Solids	Azinphos-methyl (Guthion)
Solids	Barium
Solids	Bentazon
Solids	Benzene
Solids	Benzidine
Solids	Benzo (g,h,i)perylene
Solids	Benzo(a)anthracene
Solids	Benzo(a)pyrene
Solids	Benzo(b)fluoranthene
Solids	Benzo(g h i)perylene
Solids	Benzo(k)fluoranthene
Solids	Benzoic acid
Solids	Benzyl alcohol
Solids	Benzyl butyl phthalate
Solids	Beryllium
Solids	beta-BHC (beta-Hexachlorocyclohexane)
Solids	beta-Naphthylamine
Solids	BIFENTHRIN
Solids	bis(2-Chloroethoxy)methane
Solids	bis(2-Chloroethyl) ether
Solids	bis(2-Chloroisopropyl) ether (2,2'-Oxybis(1-chloropropane))
Solids	bis(2-Ethylhexyl) phthalate (DEHP)
Solids	Bolstar (Sulprofos)
Solids	Boron
Solids	BROMACIL
Solids	Bromate
Solids	Bromide
Solids	Bromoacetic acid
Solids	Bromobenzene
Solids	Bromochloroacetic acid
Solids	Bromochloroacetonitrile
Solids	Bromochloromethane
Solids	Bromodichloromethane
Solids	Bromoform
Solids	Bromomethane

Solids	BUTACHLOR
Solids	Butyl benzyl phthalate
Solids	BUTYLATE
Solids	Butylbenzylphthalate
Solids	C/T-1,3-DICHLOROPROPENE
Solids	C-1,2-DICHLOROETHYLENE
Solids	C-1,3-DICHLOROPROPYLENE
Solids	Cadmium
Solids	Calcium
Solids	CARBARYL
Solids	Carbazole
Solids	CARBOFURAN
Solids	Carbon disulfide
Solids	Carbon tetrachloride
Solids	Carbophenothion
Solids	Carboxin
Solids	Chloramben
Solids	Chlordane (tech.)
Solids	Chlorfenvinphos
Solids	Chloride
Solids	Chloroacetic acid
Solids	Chloroacetonitrile
Solids	Chlorobenzene
Solids	Chlorobenzilate
Solids	Chlorodibromomethane
Solids	Chloroethane
Solids	Chloroform
Solids	Chloromethane
Solids	CHLORONEB
Solids	CHLOROPICRIN
Solids	Chloroprene
Solids	CHLOROTHALONIL
Solids	CHLORPROPHAM
Solids	Chlorpyrifos methyl
Solids	Chlorpyrifos
Solids	Chromium VI
Solids	Chromium
Solids	Chrysene
Solids	cis-1 2-Dichloroethylene
Solids	cis-1 3-Dichloropropene
Solids	cis-1,2-Dichloroethylene
Solids	cis-1,3-Dichloropropene
Solids	cis-1,4-Dichloro-2-butene
Solids	CIS-PERMETHRIN
Solids	Cobalt
Solids	Copper

Solids	Corrosivity (pH)
Solids	Coumaphos
Solids	Crotoxyphos
Solids	CYANAZINE
Solids	Cyanide, total
Solids	CYCLOATE
Solids	CYFLUTHRIN
Solids	Dacthal (DCPA)
Solids	Dalapon
Solids	DCPA di acid degradate
Solids	DCPA mono-acid
Solids	delta-BHC
Solids	Demeton-o
Solids	Demeton-s
Solids	DI(2-ETHYLHEXYL)ADIPATE
Solids	DI(2-ETHYLHEXYL)PHTHALATE
Solids	Diallate
Solids	Diazinon
Solids	Dibenz(a h) anthracene
Solids	Dibenz(a j) acridine
Solids	Dibenzofuran
Solids	Dibromoacetic acid
Solids	Dibromoacetonitrile
Solids	Dibromochloromethane
Solids	DIBROMOCHLOROPROPANE
Solids	Dibromomethane
Solids	Dicamba
Solids	Dichloroacetic acid
Solids	Dichloroacetonitrile
Solids	Dichlorodifluoromethane
Solids	Dichlorofenthion
Solids	Dichloromethane (Methylene chloride)
Solids	Dichloroprop (Dichlorprop)
Solids	Dichlorovos (DDVP Dichlorvos)
Solids	Dicrotophos
Solids	Dieldrin
Solids	Diesel range organics (DRO)
Solids	Diethyl ether
Solids	Diethyl phthalate
Solids	Di-isopropylether (DIPE)
Solids	Dimethoate
Solids	Dimethyl phthalate
Solids	Di-n-butyl phthalate
Solids	Di-n-octyl phthalate
Solids	Dinoseb (2-sec-butyl-4,6-dinitrophenol DNBP)
Solids	Dioxathion

Solids	DIPHENAMID
Solids	Diphenylamine
Solids	Diquat
Solids	DIRUON
Solids	DISULFOTON SULFONE
Solids	DISULFOTON SULFOXIDE
Solids	Disulfoton
Solids	Endosulfan I
Solids	Endosulfan II
Solids	Endosulfan sulfate
Solids	Endothall
Solids	Endrin aldehyde
Solids	Endrin ketone
Solids	Endrin
Solids	EPN
Solids	EPTC
Solids	Ethanol
Solids	Ethion
Solids	Ethoprop
Solids	Ethyl acetate
Solids	Ethyl methacrylate
Solids	Ethyl methanesulfonate
Solids	Ethylbenzene
Solids	ETHYLENE DIBROMIDE (EDB)
Solids	Ethylene glycol
Solids	ETHYLMETHACRYLATE
Solids	Ethyl-t-butylether (ETBE)
Solids	ETRIDIAZOLE
Solids	Extractable organic halides (EOX)
Solids	Famphur
Solids	Fecal coliforms
Solids	FENAMIPHOS
Solids	FENARIMOL
Solids	Fenitrothion
Solids	Fensulfothion
Solids	Fenthion
Solids	FIPRONIL
Solids	Fluoranthene
Solids	Fluorene
Solids	Fluoride
Solids	FLURIDONE
Solids	Fonophos
Solids	gamma-BHC (Lindane gamma-Hexachlorocyclohexane)
Solids	gamma-Chlordane
Solids	Gasoline range organics (GRO)

Solids	G-CHLORDANE
Solids	GLYPHOSATE
Solids	HALOACETIC ACIDS (TOTAL)
Solids	Heptachlor epoxide
Solids	Heptachlor
Solids	Hexachlorobenzene
Solids	Hexachlorobutadiene
Solids	Hexachlorobutadiene
Solids	Hexachlorocyclopentadiene
Solids	Hexachlorocyclopentadiene
Solids	Hexachloroethane
Solids	Hexachloroethane
Solids	Hexachlorophene
Solids	Hexachloropropene
Solids	HEXAZINONE
Solids	HMX (Octahydro-1,3,5,7-tetranitro-1,3,5,7-tetrazocine)
Solids	Ignitability
Solids	Indeno(1,2,3-cd)pyrene
Solids	Iodomethane (Methyl iodide)
Solids	Iron
Solids	Isobutyl alcohol (2-Methyl-1-propanol)
Solids	Isobutyraldehyde
Solids	Isodrin
Solids	Isophorone
Solids	Isopropanol
Solids	Isopropyl acetate
Solids	Isopropyl alcohol (2-Propanol)
Solids	Isopropyl ether
Solids	Isopropylbenzene
Solids	Isosafrole
Solids	Kepone
Solids	Kjeldahl nitrogen - total
Solids	Lead
Solids	Leptophos
Solids	LINDANE (G-BHC)
Solids	Lithium
Solids	Magnesium
Solids	Malathion
Solids	MANCOZEB
Solids	Manganese
Solids	MCPA
Solids	MCPP
Solids	M-DICHLOROBENZENE
Solids	Mercury
Solids	Merphos

Solids	Methacrylonitrile
Solids	Methanol
Solids	Methapyrilene
Solids	METHIOCARB
Solids	METHOMYL
Solids	Methoxychlor
Solids	Methyl acrylate
Solids	Methyl bromide (Bromomethane)
Solids	Methyl chloride (Chloromethane)
Solids	Methyl formate
Solids	Methyl methacrylate
Solids	Methyl methanesulfonate
Solids	METHYL PARAOXON
Solids	Methyl parathion (Parathion methyl)
Solids	Methyl tert-butyl ether (MTBE)
Solids	Methylene chloride
Solids	METHYLMETHACRYLATE
Solids	METOLACHLOR
Solids	METRIBUZIN
Solids	Mevinphos
Solids	MGK 264
Solids	Mirex
Solids	MOLINATE
Solids	Molybdenum
Solids	Molybdenum
Solids	Monobromoacetic Acid
Solids	Monochloroacetic Acid
Solids	MONOCHLOROBENZENE
Solids	Monocrotophos
Solids	MONOSODIUMMETHANEARSONATE (MSMA)
Solids	Naled
Solids	n-Amyl acetate
Solids	Naphthalene
Solids	Naphthalene
Solids	NAPROPAMIDE
Solids	n-Butyl alcohol
Solids	n-Butylbenzene
Solids	n-Decane
Solids	n-Heptane
Solids	n-Hexane Extractable Material (O&G)
Solids	Nickel
Solids	Nitrate + Nitrite as N
Solids	Nitrate as N
Solids	Nitrate
Solids	Nitrite as N
Solids	Nitrite

Solids	Nitrobenzene
Solids	Nitroquinoline-1-oxide
Solids	n-Nitrosodiethylamine
Solids	n-Nitrosodimethylamine
Solids	n-Nitroso-di-n-butylamine
Solids	n-Nitrosodi-n-propylamine
Solids	n-Nitrosodiphenylamine
Solids	n-Nitrosomethylethylamine
Solids	n-Nitrosomorpholine
Solids	n-Nitrosopiperidine
Solids	n-Nitrosopyrrolidine
Solids	n-Octadecane
Solids	non-Polar Extractable Material (TPH)
Solids	NORFLURAZON
Solids	n-Propanol
Solids	n-Propylbenzene
Solids	o o o-Triethyl phosphorothioate
Solids	O-CHLOROTOLUENE
Solids	O-DICHLOROBENZENE
Solids	Oil & Grease
Solids	Organic nitrogen
Solids	Orthophosphate as P
Solids	o-Toluidine
Solids	OXADIAZON
Solids	OXAMYL
Solids	Paint Filter Liquids Test
Solids	Paraquat
Solids	Parathion ethyl
Solids	Parathion methyl
Solids	PCB-AROCHLOR
Solids	PCBs
Solids	P-CHLOROTOLUENE
Solids	P-DICHLOROBENZENE
Solids	p-Dioxane
Solids	PEBULATE
Solids	Pentachlorobenzene
Solids	Pentachloroethane
Solids	Pentachloronitrobenzene
Solids	Pentachlorophenol
Solids	Pentachlorophenol
Solids	Perchlorate
Solids	pH
Solids	Phenacetin
Solids	Phenanthrene
Solids	Phenol
Solids	Phorate

Solids	Phorate
Solids	Phosmet (Imidan)
Solids	Phosphamidon
Solids	Phosphorus total
Solids	Picloram
Solids	p-Isopropyltoluene
Solids	Potassium
Solids	PRODIAMINE
Solids	PROMETON
Solids	PROMETRYN
Solids	PRONAMIDE
Solids	PROPACHLOR
Solids	PROPAZINE
Solids	Propionitrile (Ethyl cyanide)
Solids	PROPOXUR (BAYGON)
Solids	Pyrene
Solids	Pyridine
Solids	Quinclorac
Solids	RDX (hexahydro-1,3,5-trinitro-1,3,5-triazine)
Solids	Reactive cyanide
Solids	Reactive sulfide
Solids	Residue-total
Solids	Residue-volatile
Solids	Ronnel
Solids	Safrole
Solids	sec-Butylbenzene
Solids	Selenium
Solids	Selenium
Solids	Silica as SiO ₂
Solids	Silicon
Solids	Silver
Solids	Silvex (2,4,5-TP)
Solids	Simazine
Solids	SIMETRYN
Solids	Sodium
Solids	Stirofos
Solids	Stirophos (tetrachlorovinphos)
Solids	Strontium
Solids	Strontium
Solids	Styrene
Solids	Sulfate
Solids	Sulfide
Solids	Sulfotepp
Solids	Surfactants - MBAS
Solids	Synthetic Precipitation Leaching Procedure
Solids	T-1,2-DICHLOROETHYLENE

Solids	T-1,3-DICHLOROPROPYLENE
Solids	T-amylmethylether (TAME)
Solids	TEBUTHIURON
Solids	TERBACIL
Solids	Terbufos
Solids	TERBUTRYN
Solids	tert-Butyl alcohol
Solids	tert-Butylbenzene
Solids	Tetrachloroethene
Solids	Tetrachloroethylene (Perchloroethylene)
Solids	Tetraethyl pyrophosphate (TEPP)
Solids	TETRAHYDROFURAN
Solids	Tetryl (methyl-2,4,6-trinitrophenylnitramine)
Solids	Thallium
Solids	Thionazin (Zinophos)
Solids	THIOPHANATE-METHYL
Solids	Tin
Solids	Titanium
Solids	TOC
Solids	Tokuthion (Prothiophos)
Solids	Toluene
Solids	Total Phosphorus
Solids	Total coliforms
Solids	Total cyanide
Solids	Total haloacetic acids
Solids	Total Kjeldahl-Nitrogen
Solids	Total nitrate-nitrite
Solids	Total Organic Carbon (TOC)
Solids	TOTAL PCBS
Solids	Total Petroleum Hydrocarbons
Solids	Total Petroleum Hydrocarbons (TPH)
Solids	Total phenolics
Solids	Total Phosphorus
Solids	Total trihalomethanes
Solids	Total Xylenes
Solids	Toxaphene (Chlorinated camphene)
Solids	Toxicity Characteristic Leaching Procedure
Solids	trans-1,2-Dichloroethene
Solids	trans-1,2-Dichloroethylene
Solids	trans-1,3-Dichloropropene
Solids	trans-1,3-Dichloropropylene
Solids	trans-1,4-Dichloro-2-butene
Solids	TRANS-PERMETHRIN
Solids	TRIADEMEFON
Solids	Trichlorfon
Solids	Trichloroacetic acid

Solids	Trichloroacetonitrile
Solids	Trichloroethene (Trichloroethylene)
Solids	TRICHLOROETHYLENE
Solids	Trichlorofluoromethane
Solids	Trichloronate
Solids	Trichlorotrifluoroethane (Freon 113)
Solids	TRICYCLAZOLE
Solids	TRIFLURALIN
Solids	Tritium
Solids	Tungsten
Solids	Vanadium
Solids	VERNOLATE
Solids	Vinyl acetate
Solids	Vinyl chloride
Solids	Xylene (total)
Solids	Zinc
SOLVENT	Ignitability (Flashpoint)
Tissues	4,4'-DDD
Tissues	4,4'-DDE
Tissues	4,4'-DDT
Tissues	Aldrin
Tissues	alpha-BHC (alpha-Hexachlorocyclohexane)
Tissues	alpha-Chlordane
Tissues	Aluminum
Tissues	Antimony
Tissues	Aroclor-1016 (PCB-1016)
Tissues	Aroclor-1221 (PCB-1221)
Tissues	Aroclor-1232 (PCB-1232)
Tissues	Aroclor-1242 (PCB-1242)
Tissues	Aroclor-1248 (PCB-1248)
Tissues	Aroclor-1254 (PCB-1254)
Tissues	Aroclor-1260 (PCB-1260)
Tissues	Arsenic
Tissues	Atrazine
Tissues	Azinphos-ethyl (Ethyl guthion)
Tissues	Azinphos-methyl (Guthion)
Tissues	Barium
Tissues	Beryllium
Tissues	beta-BHC (beta-Hexachlorocyclohexane)
Tissues	Bolstar (Sulprofos)
Tissues	Boron
Tissues	Cadmium
Tissues	Calcium
Tissues	Carbophenothion
Tissues	Chlordane (tech.)
Tissues	Chlorfenvinphos

Tissues	Chlorpyrifos
Tissues	Chromium
Tissues	Cobalt
Tissues	Copper
Tissues	Coumaphos
Tissues	delta-BHC
Tissues	Demeton-o
Tissues	Demeton-s
Tissues	Diazinon
Tissues	Dichlorovos (DDVP Dichlorvos)
Tissues	Dieldrin
Tissues	Dimethoate
Tissues	Disulfoton
Tissues	Endosulfan I
Tissues	Endosulfan II
Tissues	Endosulfan sulfate
Tissues	Endrin aldehyde
Tissues	Endrin ketone
Tissues	Endrin
Tissues	EPN
Tissues	Ethion
Tissues	Ethoprop
Tissues	Famphur
Tissues	Fensulfothion
Tissues	Fenthion
Tissues	gamma-BHC (Lindane gamma-Hexachlorocyclohexane)
Tissues	gamma-Chlordane
Tissues	Heptachlor epoxide
Tissues	Heptachlor
Tissues	Iron
Tissues	Lead
Tissues	Leptophos
Tissues	Magnesium
Tissues	Malathion
Tissues	Manganese
Tissues	Mercury
Tissues	Merphos
Tissues	Methoxychlor
Tissues	Methyl parathion (Parathion methyl)
Tissues	Mevinphos
Tissues	Molybdenum
Tissues	Monocrotophos
Tissues	Naled
Tissues	Nickel
Tissues	Parathion ethyl

Tissues	Phorate
Tissues	Phosmet (Imidan)
Tissues	Phosphamidon
Tissues	Potassium
Tissues	Ronnel
Tissues	Selenium
Tissues	Silver
Tissues	Sodium
Tissues	Stirofos
Tissues	Strontium
Tissues	Sulfotepp
Tissues	Terbufos
Tissues	Tetraethyl pyrophosphate (TEPP)
Tissues	Thallium
Tissues	Tin
Tissues	Tokuthion (Prothiophos)
Tissues	Toxaphene (Chlorinated camphene)
Tissues	Trichloronate
Tissues	Vanadium
Tissues	Zinc

Term of Contract

The contract term, if an award(s) is/are made is intended to be for two (2) years with one (1) two (2) year renewal option.

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the Purchasing Director. Price adjustments are dependent upon the consumer price index (CPI) over the past twelve (12) months, budget availability and program manager approval.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

Projected Solicitation Timetable

The following projected timetable should be used as a working guide for planning purposes only. The County reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Issue Solicitation Notice	October 9 th , 2013
Last Date for Receipt of Written Questions	October 21, 2013
Addendum Issued Resulting from Written Questions	October 25, 2013
Solicitation Deadline Date and Time	November, 7 th , 2013, 3:00PM
Anticipated Evaluation of Submittals	November 18, 2013
Anticipated Completion of Contract Negotiations	November 2013
Anticipated Board of County Commissioner's Contract Approval Date	December 2013

Response Format

The Vendor understands and agrees to abide by all of the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of Collier County. The Vendor further agrees that if it is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor's approach and ability to meet the County's needs, as stated in this RFP. All proposals should be presented as described in this RFP in PDF or Microsoft Word format with Tabs clearly marked. If outlined in this RFP, the utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its proposal.

1. Tab I, Cover Letter / Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2. Tab II, Business Plan (20 points)

In this tab, include:

- Description of the proposed contract team and the role to be played by each member of the proposed team.
- Detailed plan of approach (including major tasks and sub-tasks).
- Detailed time line for completion of the project.
- Include with the Business Plan or as an attachment, a copy of a report as an example of work product. This should be for one of the projects listed as a reference.

3. Tab III, Cost of Services to the County (20 points)

In this tab, include:

Provide the guaranteed maximum total cost and estimated calendar day duration (including projected hours) for which your firm will provide the work described in this RFP. Pricing proposal includes a current price list for all analytical capabilities at the time of proposal submittal. This price list will be used to establish pricing for those parameters not included in

Table I that may be requested for special projects. All additional charges associated with rush projects that require a shorter turnaround time than that stated in number 12 of the Scope of Work.

4. Tab IV, Experience and Capacity of Firm (20 points)

In this tab, include:

Provide information that documents your firm and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, and financial strength, and number of years of experience in providing the required services. Also describe the various team members' successful experience in working with one another on previous projects.

5. Tab V, Specialized Expertise of Team Members (20 points)

In this tab, include:

Attach resumes of all managers, supervisors, and other contract team members who will be involved in the management of the total package of services, as well as the delivery of specific services. The same should be done for any sub-consultants. If sub-consultants are being utilized, letters of intent from stated sub-consultants must be included with proposal submission.

6. Tab VI, References (10 points)

In order for the vendor to be awarded any points for this tab, the County requests that the vendor submits five (5) **completed** reference forms from clients whose projects are of a similar nature to this solicitation as a part of their proposal. The County will only use the methodology calculations for the first five (5) references (only) submitted by the vendor in their proposal.

Prior to the Selection Committee reviewing proposals, the following methodology will be applied to each vendor's information provided in this area:

- The County shall total each of the vendor's five reference questionnaires and create a ranking from highest number of points to lowest number of points. References marked with an N/A (or similar notation will be given the score of zero (0)). Vendors who do not turn in reference forms will be counted as zero (0).
- The greatest number of points allowed in this criterion will be awarded to the vendor who has the highest score.
- The next highest vendor's number of points will be divided by the highest vendor's points which will then be multiplied by criteria points to determine the vendor's points awarded. Each subsequent vendor's point score will be calculated in the same manner.
- Points awarded will be extended to the whole number per Microsoft Excel.

For illustrative purposes only, see chart for an example of how these points would be distributed among the five proposers.

Vendor Name	Vendor Total Reference Score	Points Awarded
Vendor ABC	445	20
Vendor DEF	435	19.6
Vendor GHI	425	19.1

Vendor JKL	385	17.3
Vendor MNO	385	17.3
Vendor PQR	250	11.2

Note: Sample chart reflects a 20 point reference criterion.

The points awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor. The Selection Committee may, at their sole discretion, contact references, and/or modify the reference points assigned after a thorough review of the proposal and prior to final ranking by the final Selection Committee.

7. Tab VII, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Vendor may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the County and Selection Committee.

8. Tab VIII, Required Form Submittals

- Attachment 2: Vendor Check List
- Attachment 3: Conflict of Interest Affidavit
- Attachment 4: Vendor Declaration Statement
- Attachment 5: Affidavit for Claiming Status as a Local Business
- Attachment 6: Immigration Affidavit Certification
- Attachment 7: Vendor Substitute W-9
- Attachment 8: Insurance and Bonding Requirements
- Attachment 9: Reference Questionnaire

Exhibit II: General RFP Instructions

1. Questions

Direct questions related to this RFP to the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid. Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Purchasing Department Online Bidding System website. For general questions, please call the referenced Procurement Strategist noted on the cover page.

2. Pre-Proposal Conference

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with County staff regarding this RFP with all prospective Vendors having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of this RFP as an addendum.

All prospective Vendors are strongly encouraged to attend, as, this will usually be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

3. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

4. Ambiguity, Conflict, or Other Errors in the RFP

It is the sole responsibility of the Vendor if the Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the Procurement Strategist, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The Procurement Strategist will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Purchasing Department.

5. Proposal, Presentation, and Protest Costs

The County will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6. Delivery of Proposals

All proposals are to be delivered before 3:00 P.M., Naples local time, on or before November 7th, 2013 to:

Collier County Government
Purchasing Department
3327 Tamiami Trail E
Naples FL 34112
Attn: Evelyn Colón, Procurement Strategist

The County does not bear the responsibility for proposals delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by Consultant's personnel or by the Consultant's outside carrier. However, the Purchasing/General Services Director, or designee, reserves the right to accept proposals received after the posted close time under the following conditions:

- The tardy submission of the proposal is due to the following circumstances, which may include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.
- The acceptance of said proposal does not afford any competing firm an unfair advantage in the selection process.

Vendors must submit one (1) paper copy clearly labeled "Master," and one (1) disk (CD's/DVD's) with one copy of the proposal on each disk in Word, Excel or PDF. List the Solicitation Number and Title on the outside of the box or envelope.

7. Validity of Proposals

No proposal can be withdrawn after it is filed unless the Vendor makes their request in writing to the County prior to the time set for the closing of Proposals. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

8. Method of Source Selection

The County is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Ordinance Number 87-25, and Collier County Resolution Number 2007-340 establishing and adopting the Collier County Purchasing Policy.

The County may, as it deems necessary, conduct discussions with qualified Vendors determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

9. Evaluation of Proposals

The County's procedure for selecting is as follows:

1. The County Manager or designee shall appoint a Selection Committee to review all proposals submitted.
2. Request for Proposals issued.
3. Subsequent to the closing of proposals, the Procurement Strategist will review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP.
4. Meetings will be open to the public and the Procurement Strategist shall publicly post prior notice of such meeting in the lobby of the Purchasing Building.
5. The committee members will review each Proposal individually and score each proposal based on the evaluation criteria stated herein.
6. Prior to the first meeting of the selection committee, the Procurement Strategist will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the Purchasing Building not less than three (3) working days prior to the meeting. The Procurement Strategist will also post prior notice of all subsequent

committee meetings and shall endeavor to post such notices at least one (1) day in advance of all subsequent meetings.

7. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Vendor nor obligates the County in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals. Proposals which include provisions requiring the granting of zoning variances shall not be considered.

10. References

The County reserves the right to contact any and all references pertaining to this solicitation and related proposal.

11. Proposal Selection Committee and Evaluation Factors

The County Manager shall appoint a Selection Committee to review all proposals submitted. The factors to be considered in the evaluation of proposal responses are listed below.

Tab II, Business Plan	20
Tab III, Cost of Services to the County	20
Tab IV, Experience and Capacity of Firm	20
Tab V, Specialized Expertise of Team Members	20
Tab VI, References	10
Local Vendor Preference	10
TOTAL	100

Tie Breaker: In the event of a tie, **both in individual scoring and in final ranking**, the firm with the lowest paid dollars by Collier County to the vendor (as obtained from the County's financial system) within the last five (5) years will receive the higher individual ranking. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

12. Acceptance or Rejection of Proposals

The right is reserved by the County to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by Collier County to accept the proposal which in the judgment of the County is deemed the most advantageous for the public and the County of Collier.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Vendor, or their refusal to

enter into the Collier County contract, the County reserves the right to accept the proposal of any other Vendor or to re-advertise using the same or revised documentation, at its sole discretion.

Exhibit III: Collier County Purchase Order Terms and Conditions

1. **Offer**

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. **Acceptance and Confirmation**

This Purchase Order (**including all documents attached to or referenced therein**) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. **Inspection**

All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. **Shipping and Invoices**

a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier

regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. **Time Is Of the Essence**

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

6. Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

8. Statutory Conformity

Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to

the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

10. Indemnification

VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY

the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

12. **Insurance Requirements**

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. **Compliance with Laws**

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

14. **Force Majeure**

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay

or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

15. **Assignment**

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

16. **Taxes**

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. **Annual Appropriations**

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. **Termination**

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. **General**

- a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be

deemed a waiver of any subsequent default by VENDOR.

- c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter

112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.

- e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Exhibit IV: Additional Terms and Conditions for RFP

1. Insurance Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Collier County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County. The "Certificate Holder" should read as follows:

Collier County
Board of County Commissioners
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor

hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

2. Offer Extended to Other Governmental Entities

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

3. Additional Items and/or Services

Additional items and / or services may be added to the resultant contract, or purchase order, in compliance with the Purchasing Policy.

4. Use of Subcontractors

Bidders on any service related project, including construction, must be qualified and directly responsible for 81% or more of the solicitation amount for said work.

5. County's Right to Inspect

The County or its authorized Agent shall have the right to inspect the Vendor's facilities/project site during and after each work assignment the Vendor is performing.

6. Additional Terms and Conditions of Contract

Collier County has developed standard contracts/agreements, approved by the Board of County Commissioners (BCC). The selected Vendor shall be required to sign a standard Collier County contract within twenty one (21) days of Notice of Selection for Award.

The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.

7. Payment Method

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Purchase Order Number
- Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.

Invoices shall be sent to:

Board of County Commissioners
 Clerk's Finance Department
 ATTN: Accounts Payable
 3299 Tamiami Trail E Ste 700
 Naples FL 34112

Or emailed to: bccapclerk@collierclerk.com.

Collier County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods include:

- Traditional – payment by check, wire transfer or other cash equivalent.
- Standard – payment by purchasing card. Collier County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County's credit card for transactions relating to this solicitation. The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests may be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices should be submitted within the fiscal year the work was performed. (County's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in

compliance with Chapter 218 Florida Statutes, otherwise known as the “Local Government Prompt Payment Act.” Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

8. Environmental Health and Safety

All Vendors and Sub vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.

Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor’s work operations. This provision is non-negotiable by any department and/or Vendor.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arc flash boundary and PPE Protective labels.

9. Licenses

The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive.** A Vendor, with an office within Collier County is also required to have an occupational license.

All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain “active” in Collier County.

If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector’s Office at (239) 252-2477.

10. Principals/Collusion

By submission of this Proposal the undersigned, as Vendor, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

11. Relation of County

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

12. Termination

Should the Vendor be found to have failed to perform his services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

13. Lobbying

All firms are hereby placed on **NOTICE** that the Board of County Commissioners does not wish to be lobbied, either individually or collectively about a project for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the County Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal closing to final Board approval**, no firm or their agent shall contact any other employee of Collier County in reference to this Proposal, with the exception of the Purchasing Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

14. Public Records Compliance

The Vendor/Contractor agrees to comply with the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2) (a)-(d) and (3)), ordinances, codes, rules, regulations and requirements of any governmental agencies.

15. Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

16. Single Proposal

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-consultant to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

17. Survivability

Purchase Orders: The Consultant/Contractor/Vendor agrees that any Purchase Order that extends beyond the expiration date of the original Solicitation 13-6148 Analytical Laboratory Services will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of this Purchase Order.

18. Protest Procedures

Any actual or prospective Vendor to a Request for Proposal, who is aggrieved with respect to the former, shall file a written protest with the Purchasing Director prior to the due date for acceptance of proposals. All such protests must be filed with the Purchasing Director no later than 11:00 a.m. Collier County time on the final published date for the acceptance of the Request for Proposals.

The Board of County Commissioners will make award of contract in public session. Award recommendations will be posted outside the offices of the Purchasing Department on Wednesdays and Thursdays. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Purchasing Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted.

Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Purchasing Director.

19. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. Security and Background Checks

If required, Vendor / Contractor / Proposer shall be responsible for the costs of providing background checks by the Collier County Facilities Management Department, and drug testing for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

21. Conflict of Interest

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

22. Prohibition of Gifts to County Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

23. Immigration Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of County Commissioners

Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

24. Collier County Local Preference Policy

Collier County provides an incentive to local business to enhance the opportunities of local businesses in the award of County contracts. In the evaluation of proposals, the County rewards Vendors for being a local business by granting a ten (10) points incentive in the evaluation criterion points.

A "local business" is defined as a business that has a valid occupational license issued by either Collier or Lee County for a minimum of one (1) year prior to a Collier County bid or proposal submission that authorizes the business to provide the commodities or services to be purchased, and a physical business address located within the limits of Collier or Lee Counties from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of either Collier or Lee County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, the support and increase to either Collier or Lee County's tax base, and residency of employees and principals of the business within Collier or Lee County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section.

The vendor must complete and submit with their proposal response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation.

Failure on the part of a vendor to submit this Affidavit with their proposal response will preclude said Vendor from being considered for local preference under this solicitation.

A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.



Attachment 1: Vendor's Non-Response Statement

The sole intent of the Collier County Purchasing Department is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this RFP, please indicate the reason(s) by checking the item(s) listed below and return this form via email or fax, noted on the cover page, or mail to Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

We are not responding to Solicitation #13-6148, Analytical Laboratory Service for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- Project is too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s): _____
- _____
- _____

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____



Attachment 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal. Vendor should check off each of the following items as the necessary action is completed:

- The Proposal has been signed.
- All applicable forms have been signed and included, along with licenses to complete the requirements of the project.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:
 Collier County Government
 Purchasing Department
 3327 Tamiami Trail E
 Naples FL 34112
 Attn: Evelyn Colón, Procurement Strategist
- The **mailing envelope must be sealed and marked** with Solicitation #13-6148, Analytical Laboratory Services and November 7th, 2013.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Name of Firm: Florida-Spectrum Environmental Services, Inc.

Address: 1460 W. McNab Road

City, State, Zip: Ft. Lauderdale, Florida 33309

Telephone: 954-978-6400

Email: kkutil@flenviro.com or lajohnson1@aol.com

Representative Signature: _____

Representative Name: Lyle A. Johnson

Date _____



Attachment 3: Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Purchasing/General Services Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm: Florida-Spectrum Environmental Services, Inc.
Signature and Date: _____
Print Name Lyle A. Johnson
Title of Signatory President

State of Florida
County of Broward

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20_____,
by _____, who is personally known to me to be the
_____ for the Firm, OR who produced the following
identification _____.

Notary Public

My Commission Expires _____



Attachment 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

RE: Solicitation: #13-6148, Analytical Laboratory Services

Dear Commissioners:

The undersigned, as Vendor declares that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this proposal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the proposal pertains. The Vendor states that the proposal is based upon the proposal documents listed by **Solicitation: #13-6148, Analytical Laboratory Services.**

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20
in the County of _____, in the State of _____.

Firm's Legal Name: Florida-Spectrum Environmental Services, Inc.

Address: 1460 W. McNab Road

City, State, Zip Code: Ft. Lauderdale, Florida 33309

Florida Certificate of Authority Document Number: E86006 (NELAP) / P05000164156

Federal Tax Identification Number: 20-3973182

CCR # or CAGE Code: 4RUH7

Telephone: 954-978-6400

FAX: 954-978-2233

Signature by: Lyle A. Johnson
(Typed and written)

Title: President

Additional Contact Information

Send payments to: Same As Above
(required if different from above)

Contact name: Company name used as payee
Ruth Mckinley

Title: A/R & Invoicing Supervisor

Address: 1460 W. McNab Road

City, State, ZIP: Ft. Lauderdale, FL 33309

Telephone: 954=978-6400

FAX: 954-978-2233

Email: r.mckinley@flenviro.com

Office servicing Collier County to place orders Same As Above
(required if different from above)

Contact name: Katharine A. Kutil

Title: Director of Sales & Marketing

Address: 1460 W. McNab Road

City, State, ZIP: Ft. Lauderdale, FL 33309

Telephone: 954-978-6400 Email _kkutil@flenviro.com



Attachment 5: Affidavit for Claiming Status as a Local Business

Solicitation: #13-6148, Analytical Laboratory Services (Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business

- Collier County
- Lee County

Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy;

A "local business" is defined as a business that has a valid occupational license issued by either Collier or Lee County for a minimum of one (1) year prior to a Collier County bid or proposal submission that authorizes the business to provide the commodities or services to be purchased, and a physical business address located within the limits of Collier or Lee Counties from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of either Collier or Lee County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, the support and increase to either Collier or Lee County's tax base, and residency of employees and principals of the business within Collier or Lee County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County: _____

Number of Employees (Including Owner(s) or Corporate Officers): _____

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): _____

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: _____ Date: _____

Collier or Lee County Address: _____

Signature: _____ Title: _____

STATE OF FLORIDA

COLLIER COUNTY LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this _____ Day of _____, 20____.

Notary Public

My Commission Expires: _____

(AFFIX OFFICIAL SEAL)



Attachment 6: Immigration Affidavit Certification

Solicitation: #13-6148, Analytical Laboratory Services

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name Florida-Spectrum Environmental Services, Inc.

 Print Name Lyle A. Johnson Title President
 Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
 (Print or Type Name) (Type of Identification and Number)

 Notary Public Signature

 Printed Name of Notary Public

 Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



**Attachment 7: Vendor Substitute W – 9
Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

Taxpayer Name _____ <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address _____	City _____
State _____	Zip _____
Telephone _____ FAX _____ Email _____	
Order Information Address _____ City _____ State _____ Zip _____ FAX _____ Email _____	Remit / Payment Information Address _____ City _____ State _____ Zip _____ FAX _____ Email _____

2. Company Status (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
_____ Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Identification Number (TIN) _____
(Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)

4. Sign and Date Form

Certification: *Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

Signature _____	Date _____
Title _____	Phone Number _____



Attachment 8: Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$1,000,000 single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County.
4. X Automobile Liability	\$1,000,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence <input type="checkbox"/> Pollution \$ _____ Per Occurrence XProfessional Liability \$1,000,000 Per Occurrence <ul style="list-style-type: none"> • \$ 500,000 each claim and in the aggregate • \$1,000,000 each claim and in the aggregate • \$2,000,000 each claim and in the aggregate <input type="checkbox"/> Professional Liability \$ _____ per claim and in

the aggregate

- \$1,000,000 per claim and in the aggregate
- \$2,000,000 per claim and in the aggregate

Valuable Papers Insurance \$_____ Per Occurrence

6. Bid bond Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

7. Performance and Payment Bonds For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

8. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.

9. Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

10. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

11. **Thirty (30) Days Cancellation Notice** required.

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm Florida-Spectrum Environmental Services, Inc. Date _____

Vendor Signature _____

Print Name Lyle A. Johnson

Insurance Agency _____

Agent Name _____ Telephone Number _____



Attachment 9: Reference Questionnaire

Solicitation: #13-6148, Analytical Laboratory Services		
Reference Questionnaire for: Florida-Spectrum Environmental Services, Inc.		
(Name of Company Requesting Reference Information) Katharine A. Kutil ~ Director of Sales & Marketing		
(Name of Individuals Requesting Reference Information)		
Name: Adrian Mocanu (Evaluator completing reference questionnaire)	Company: City of Deerfield Beach (Evaluator's Company completing reference)	
Email: a_mocanu1@yahoo.com	FAX: (954) 480-4348	Telephone: (954) 480-4370

Collier County is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Change Orders - Dollars Added : _____ Change Orders - Days Added: _____

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Close out project process (final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Ability to manage risks and unexpected project circumstances.	
9	Ability to follow County policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
TOTAL SCORE OF ALL ITEMS		

Please FAX this completed survey to: _____ By _____

Fifth Order of Business



Florida Technical Consultants, LLC
10327 Trivero Terrace
Boynton Beach, FL 33437
Tel 954-914-8488
jbarton@fltechinc.com

SENT VIA E-MAIL: [mbailey@coopercityfl.org]

November 21, 2014

Mr. Mike Bailey
Director of Utilities / City Engineer
Cooper City
11791 SW 49 Street
Cooper City, Florida 33330

**Subject: Cooper City GIS Utility Atlas Updates
FTC Proposal No. P14.005-GIS**

Dear Mr. Bailey:

Florida Technical Consultants (FTC) is pleased for the opportunity to submit this Proposal for Professional Services to assist you in updating your GIS Utility Atlas and implementing the data in your operations.

Project Description

Cooper City (City) recently converted their existing CAD Utility Atlas into GIS Utility Atlas. The data was posted to ArcGIS Online with a link provided to the City. The next steps in the process involve installing software and data into the City Utilities and training staff to maintain the data. The purpose of the following scope is to provide hourly services in training data maintenance.

Scope

- A. Assist with Software Installation
- B. Update and Correct Existing Data
 - Add attributes where available (Diameter, Material, Age, Manufacturer, Etc.)
 - Correct developments with As-Built Record Drawings
 - New development projects
 - Future development plans
- C. Field Verification with ArcGIS Online
 - Valve and Hydrant Verification Program
 - QA/QC Future Valve and Hydrant maintenance with outside contractors
- D. Data and System Analysis
 - Quantities Verification
 - Materials Analysis
 - System Age Analysis
 - Hydrant Buffer
 - Sewer Accumulation
 - TMDL for stormwater
 - Mailers for shut downs
 - Other Analysis as needed
- E. Asset Management Integration
 - Assist with software selection
 - Assist with implementation
- F. Training
 - Training in all Software and Analysis components as needed

Deliverables

FTC will provide Cooper City and monthly project status report outlining the activities completed and objectives for future activities. FTC will provide copies of all data and collected and created.

Assumptions

- The City will provide IT to support ArcGIS Licenses and Installation.
- The City will provide access to all relevant utility drawings, plans and background information.
- The City will provide access to staff necessary to review the atlas and provide feedback.

Fees and Schedule

The following is a schedule of positions, rates and estimated level of involvement.

Position	Rate	Hours	Fee
Project Manager / Trainer	\$120	100	\$12,000
Senior GIS Specialist	\$110	24	\$2,640
GIS Analyst	\$100	24	\$2,400
GIS Technician	\$85	16	\$1,360
TOTAL			\$18,400

All services will be on an hourly basis. The schedule of delivery will be in an as-needed basis as defined by the City. The City will be billed monthly according to the services and deliverables provided.

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488, or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,

Florida Technical Consultants
James Barton, P.E.
President

ACCEPTED 2/10/15

MICHAEL P. BAILEY, P.E.
UTILITIES DIRECTOR / CITY ENGINEER



**City of Dania Beach
Purchasing Division**

Phone: 954-924-6800

Tax Exempt # 85-8012740099C-9

Purchase Order #

2015-00000243

Date: 05/28/15

Bill to 1201 Stirling Rd.
DANIA BEACH, FL 33004

Ship to 1201 Stirling Rd.
DANIA BEACH, FL 33004

Vendor 10459 FLORIDA TECHNICAL CONSULTANTS, LLC
FLORIDA TECHNICAL CONSULTANTS, LLC
10327 TRIVERO TERRACE
BOYNTON BEACH, FL 33437

Deliver by
Originated by Jose Urtecho

Email jbarton@fltechinc.com

TERMS: Freight - FOB Destination Invoices - Paid within 30 days of receipt

Quantity	U/M	Description	Unit Cost	Total Cost
1.0000	EA	Information Technology - General Consulting	\$2,500.0000	\$2,500.00
<i>Item Description</i> GIS support for water sewer maps.				
<i>G/L Account</i>		<i>Project</i>	<i>Amount</i>	<i>Percent</i>
401-33-02-533-31-30 (Prof. Services Engineering)				100.00%

Total Purchase Amount \$2,500.00

Authorized Signature:

Janica A. Stevens

Special Instructions

Sixth Order of Business



September 17, 2015

Mr. Dan Daly
Coral Springs Improvement District
Director of Operations
10300 NW 11th Manor
Coral Springs, FL 33071

**RE: System TV Survey
Lining the lateral and the connection at the main**

Dear Mr. Daly:

We greatly appreciate the opportunity to quote the work to The Coral Springs Improvement District.

Enclosed is our renewal letter from The City of North Miami Beach, dated January 12, 2015 for bid group D.

We would like to offer this contract to The Coral Springs Improvement District, to utilize the prices that have been established.

If you require any further information please let us know, we will provide a certificate of insurance prior to any work beginning.

Best Regards,

A handwritten signature in blue ink, appearing to read 'J. Rinehart', written over the typed name.

John F. Rinehart
Vice President

Enclosures: City of North Miami Beach Documents



Procurement Management Division

January 12, 2015

John F. Rinehart, Vice President
LMK PIPE RENEWAL, LLC
1131 NW 55 St.
Fort Lauderdale, FL 33309
P: 954-772-0075
E: john@lmkpipe.com

Re: ITB 2011-08 INFILTRATION AND INFLOW REDUCTION AND SEWER REHABILITATION PROGRAM

Dear Mr. Rinehart:

This letter serves as confirmation of our agreement to extend the aforementioned contract through February 9, 2016. All prices, terms and conditions of the original agreement commencing on February 9, 2012 shall remain in full force and effect.

In addition, our records show that the insurance information for the above named contract needs to be updated. Please forward by mail a copy of your latest insurance certificate and any other documents which are required by the terms of the contract.

Please sign this letter below acknowledging agreement to this extension and either return it via email to Laurie.Williams@citynmb.com or via mail to the City of North Miami Beach, Procurement Management Division, at the below address, for the City Manager's signature. A copy of the signed letter will be sent to you for your records.

Sincerely,

[Handwritten signature of Brian K. O'Connor]

Brian K. O'Connor, C.P.M, A.P.P.
Chief Procurement Officer

[Handwritten signature]
Authorized Representative
LMK PIPE RENEWAL, LLC (Signature)

[Handwritten signature and date: Ana M. Garcia, 2-5-15]
Ana M. Garcia
CITY MANAGER (Signature and Date)

JOHN F. RINEHART, VP. 1-14-2015
Authorized Representative
LMK PIPE RENEWAL, LLC (Print Name, Title and Date)



PROPOSAL #1

LMK Pipe Renewal LLC • 1131 NW 55th Street • Fort Lauderdale, Florida 33309
 (954) 772-0075 office • (954) 772-0086 fax • Email: John@lmpipe.com

Submitted To: Coral Springs Improvement District
 10300 NW 11th Manor
 Coral Springs, FL 33071

Attn: Mr. Dan Daly

Date: August 17, 2015
Phone: (954) 868-2432
Fax:
Cell#:
email: dand@fladistricts.com
Project: Coral Springs Improvement District
 Piggyback off of the City of North Miami Beach Contract.

Payment terms: 1) Contract terms. Billed by the 25th paid within 30 days. All work billed to be 100% complete.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Florida law will govern the construction and performance of this agreement. Venue is Broward County, Florida.

Authorized Signature: x 
 John F. Rinehart

Note: This proposal may be withdrawn if not accepted within 90 days.

We hereby submit prices to furnish and install the following items:

Items	Description	QTY	UNIT	PRICE	TOTAL
Group D - Sectional and Lateral Liners - City of North Miami Beach Contract #2011-08					
D3	Install <u>T-liner</u> in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral).	149	EA	3,500.00	\$ 521,500.00
D6	Install <u>T-liner</u> in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral) (for MH Shots and T's)	962	LF	35.00	\$ 33,670.00
D19	Mechanical root or grease removal (12-inch and smaller)	1,775	LF	5.00	\$ 8,875.00
D28	Cleanout installation in grass area (up to 5 feet in depth)	127	EA	800.00	\$ 101,600.00
D29	Cleanout installation in asphalt area (up to 5 feet in depth)	8	EA	925.00	\$ 7,400.00
D30	Cleanout installation in concrete area (up to 5 feet in depth)	5	EA	975.00	\$ 4,875.00
Quote	Double wye replacement. (as directed on Item D28)	125	EA	550.00	\$ 68,750.00
					\$ 746,670.00
Notes:	▶ Double wye replacements to include 30" of pvc on the downstream side to allow for the liner to overlap the pvc eliminating all joints to the main.				

Terms & Conditions

- Unit price proposal, payment shall be based on actual quantities. **No bonds or permits are quoted in this proposal.** Attached to this proposal is the takeoff from the TV and lateral surveys performed for the Coral Springs Improvement District.
- Traffic Control limited to cones around our equipment. MOT will be approved prior to work beginning by owner. **(No police officer pay is anticipated or quoted in the unit item prices quoted above)**
- Mainline bypass pumping is not anticipated on this project. If required contract terms will govern \$150.00/day.
- If in the sole opinion of our Field Superintendent, conditions become unsafe or unsuitable for our method(s) of inspection or repair, we reserve the right to terminate work in that section without prejudice against any other structures or pipelines that may be completed for reasons such as but not limited to: irregular pipe shapes, collapsed pipe sections, protruding taps, severe offset joint(s), severe mineral deposits, other obstructions, access restraints or crew/equipment limitations.
- One copy of the video for mainline and/or lateral pipe surveys will be provided with the pay request showing the completed work.
- Work must be given to LMK in adequate time to allow for completion by our forces. LMK will not be liable for liquidated damages or subject to any other penalties for work issued without adequate time to complete. Upon work issued to LMK, we will return a schedule to complete the work.

Acceptance of Proposal—the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: X _____
Date of Acceptance: _____

Any transmission of documents pertaining to this project through the use of a facsimile machine now or in the future is hereby permissible.
 Original copy to LMK Pipe Renewal LLC. Sub contracts must include this proposal as terms of our agreement.



PROPOSAL #2

LMK Pipe Renewal LLC • 1131 NW 55th Street • Fort Lauderdale, Florida 33309
(954) 772-0075 office • (954) 772-0086 fax • Email: John@lmkpipe.com

Submitted To: Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, Fl 33071


Attn: Mr. Dan Daly

Date: August 17, 2015
Phone: (954) 868-2432
Fax:
Cell#:
email: dand@fladistricts.com

Project: Coral Springs Improvement District
Piggyback off of the City of Plantation.

Payment terms: 1) Contract terms. Billed by the 25th paid within 30 days. All work billed to be 100% complete.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Florida law will govern the construction and performance of this agreement. Venue is Broward County, Florida.

Authorized Signature: x 
John F. Rinehart
Note: This proposal may be withdrawn if not accepted within 90 days.

We hereby submit prices to furnish and install the following items:

Items	Description	QTY	UNIT	PRICE	TOTAL
City of Plantation ITB # 041-14					
1	Item 1-1 - Furnish and install 8-inch (6mm) CIPP Mainline Liner.	14,474	LF	28.50	\$ 412,509.00
2	Item 1-10 - Reinstate Laterals after CIPP Installation & Grout.	149	EA	500.00	\$ 74,500.00
3	Item 1-13 - Sewer Main Cleaning & TV Inspection.	14,474	LF	2.00	\$ 28,948.00
4	Item 1-16 - Mechanical Root or Grease Removal.	2,183	LF	1.00	\$ 2,183.00
	Sub Total:				\$ 518,140.00
	LMK Markup (if chosen)	1	LS	5.0%	\$ 25,907.00
	Total:				\$ 544,047.00

Note: This is a Lane Inliner contract with The City of Plantation. LMK is offering to manage this work and mark up their pricing by 5%. The district can utilize their contract directly with them and not pay the 5% markup. LMK and Lane Inliner have worked on numerous projects, we will have no problem coordinating the work whichever way is chosen.

Terms & Conditions

- 1) Unit price proposal, payment shall be based on actual quantities. No bonds or permits are quoted in this proposal. Attached to this proposal is the takeoff from the TV and lateral surveys performed for the Coral Springs Improvement District.
- 2) Traffic Control limited to cones around our equipment. MOT will be approved prior to work beginning by owner. (No police officer pay is anticipated or quoted in the unit item prices quoted above)
- 3) Mainline bypass pumping is not anticipated on this project. If required contract terms will govern \$200.00/day.
- 4)

If in the sole opinion of our Field Superintendent, conditions become unsafe or unsuitable for our method(s) of inspection or repair, we reserve the right to terminate work in that section without prejudice against any other structures or pipelines that may be completed for reasons such as but not limited to: irregular pipe shapes, collapsed pipe sections, protruding taps, severe offset joint(s), severe mineral deposits, other obstructions, access restraints or crew/equipment limitations.

- 5) One copy of the video for mainline and/or lateral pipe surveys will be provided with the pay request showing the completed work.
- 6) Work must be given to LMK in adequate time to allow for completion by our forces. LMK will not be liable for liquidated damages or subject to any other penalties for work issued without adequate time to complete. Upon work issued to LMK, we will return a schedule to complete the work.

Acceptance of Proposal—the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: X _____
Date of Acceptance: _____

Any transmission of documents pertaining to this project through the use of a facsimile machine now or in the future is hereby permissible.
Original copy to LMK Pipe Renewal LLC. Sub contracts must include this proposal as terms of our agreement.

Client#: 184751

LMKPIPER

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER USI Insurance Services, LLC-CL 2400 East Commercial Blvd. Suite 600 Fort Lauderdale, FL 33308	CONTACT NAME: PHONE (A/C, No, Ext): 954 607-4000	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED LMK Pipe Renewal, LLC 1131 NW 55 St Ft Lauderdale, FL 33309-2821	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Insurance Company		35289
	INSURER B : North River Insurance Company		21105
	INSURER C : Bridgefield Employers Insurance		10701
	INSURER D : Continental Casualty Company		20443
	INSURER E : INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			C4024655180	08/01/2015	08/01/2016	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 - COMP/OP AGG	\$2,000,000
								\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			C4024896091	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			5811057576	08/01/2015	08/01/2016	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
							Prod/Ops Agg	\$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			83045633	08/01/2015	08/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Leased Equipment			C4024655180	08/01/2015	08/01/2016		\$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Supplemental Name **
LMK Equipment, LLC

CERTIFICATE HOLDER

Coral Springs Improvement District
 10300 NW 11th Manor
 Coral Springs, FL 33071

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jany Morris

COPY

INVITATION TO BID



ITB NO: 2011-08

TITLE: INFILTRATION AND INFLOW REDUCTION AND SEWER REHABILITATION PROGRAM

ADVERTISEMENT: June 30, 2011

MANDATORY PRE-BID CONFERENCE July 20, 2011 TIME: 2:00PM
 NORTH MIAMI BEACH CITY HALL
 2ND FLOOR

DUE DATE: August 1, 2011 TIME: 2:00PM

SUBMIT TO: CITY OF NORTH MIAMI BEACH PROCUREMENT
 MANAGEMENT DIVISION
 17011 NORTH EAST 19th AVENUE,
 ROOM 315
 NORTH MIAMI BEACH, FLORIDA 33162

BONDS: 5% BID BOND 100% PERFORMANCE & PAYMENT BOND



Procurement Management Division

Thursday, January 19, 2012

John F. Rinehart, Vice President
LMK Pipe Renewal, LLC
1131 NW 55 St, Fort Lauderdale, FL 33309
Phone: (954) 772-0075 Fax: (954) 772-0086
Email: john@lmkpipe.com

Re: ITB No. 2011-08 INFILTRATION AND INFLOW REDUCTION AND SEWER REHABILITATION PROGRAM

Dear Mr. Rinehart:

This is to advise you that the City Council of North Miami Beach Florida, meeting in session on Tuesday, January 10th, 2012, has awarded the following item to your company:

1. Group D: Lateral lining and mainline sectional lining the amount of \$348,143.

This award was in accordance with the Invitation to Bid, General and Special Conditions, Technical Specifications, Drawings, attached Agreement and your bid.

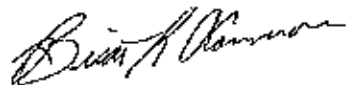
In accordance with Section 2.3 of the Bid document, please submit your 100% Payment, Performance and Warranty Bonds.

In accordance with Section 1.57 of the Bid document, include also a Certificate of Insurance. In the description of operations section please include: "The Certificate Holder is an additional named insured in accordance with ITB No. 2011-08 INFILTRATION AND INFLOW REDUCTION AND SEWER REHABILITATION PROGRAM

Please submit the above-mentioned documents no later than the end of business day January 30, 2012. A pre-construction meeting will be scheduled. A purchase order and Notice to Proceed shall be forthcoming after receipt of the above listed items.

If you have any questions, please feel free to contact me at (305) 948-2946. We look forward to doing business with your firm.

Sincerely,



Brian K. O'Connor
Chief Procurement Officer
City of North Miami Beach

AGREEMENT No. 2011-08.4
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
LMK PIPE RENEWAL, LLC

THIS AGREEMENT is made and entered into as of this 9th day of February, 2011 by and between LMK Pipe Renewal, LLC, a limited liability company organized and existing under the laws of the State of Florida, having its principal office at 1131 NW 55th Street, Fort Lauderdale, FL 33309 (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the Invitation to Bid (ITB) No. 2011-08, which includes the General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated August 1, 2011, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the City desires to procure from the Contractor such services for the City, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City desires to procure from the Contractor materials and/or services for Group D: Lateral lining and mainline sectional lining.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The CITY agrees to abide by and to be bound by the terms of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda as attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Invitation to

CAO
VENDOR

Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

4. The City agrees to make payment in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on 02/09/12 and expire on 02/01/14 unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

7. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the City, Contractor hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 19th day of JANUARY, 2012.

CONTRACTOR

By: [Signature]
(Signature)

Name: Paul C. NIELSEN
(Print)

Title: Vice President

Date: 1-19-2012

Attest: [Signature]
Corporate Seal/Notary Public

Corporate Seal/Notary Seal

CITY OF NORTH MIAMI BEACH

By: [Signature]
Tyudon E. Bonner, City Manager

Date: 2-9-12

Attest: [Signature]
Patricia L. Latimore, City Clerk

Approved as to form and legal sufficiency

[Signature]
Darcee S. Siegel, City Attorney



CAD: [Signature]
VLNDOR: [Signature]

CITY OF NORTH MIAMI BEACH - PURCHASE ORDER

VERSION'S COPY

Agenda Page 119

CITY OF NORTH MIAMI BEACH
 PS-SW20 ADMIN
 17011 NW 19 AVENUE
 NORTH MIAMI BEACH, FL 33162



P.O. NUMBER	034586
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND RELATED CORRESPONDENCE.	
DATE OF PO:	03-09-2012
VERSION NO.	507151
ORDERING DEPT.	PS-SW20 ADMIN
QUESTIONS (MS)	624-1177
DELIVERY BEFORE:	
DELIVERY REQUIRED:	10304
FISCAL YEAR:	POB Destination CITY OF NORTH MIAMI BEACH FY2011-03

SHIPTON
 WMB SEWER DEPARTMENT
 17020 NW 29 CT.
 MIAMI, FL 33056

LNK PIPE RENEWAL LLC
 1131 NW 55 STREET
 FT LAUDERDADE, FL 33309

NO: 061670 BY:jac

FLA. SALES TAX EXEMPTION NO. 85-80127101500-3

PLEASE REFER TO REVERSE SIDE FOR TERMS & CONDITIONS

QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
1	GROUP D OF INFLOW AND INFILTRATION PROJECT: LATERAL LINING AND MAINLINE SECTIONAL LINING. THIS IS NOT A NOTICE TO PROCEED. THE CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL AUTHORIZED AS PER THE CONTRACT DOCUMENTS. WMB Acct:452910-535830 WMB Proj:321101-633463	DR	348,143.00	348,143.00
TOTAL				348,143.00

PURCHASING AGENT *[Signature]*

DEPARTMENT DIRECTOR mm 02-27-2012	FINANCE DIRECTOR mcf 02-29-2012	ACCOUNTING knc 03-05-2012	PURCHASING mas 03-09-2012
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REMARKS:

BID FORM
WASTEWATER COLLECTION SYSTEM REHABILITATION
CITY OF NORTH MIAMI BEACH

GROUP D

LATERAL LINING AND MAINLINE SECTIONAL LINING

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE BID	Total
D1	Install CIP sectional pipe liners, 8-inch to 12-inch diameter (up to 6 feet in length, all depths)	8	EA	1,000.00	8,000.00
D2	Install CIP sectional pipe liners, 8-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	10	L.F.	200.00	2,000.00
D3	Install T-liner in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	60	EA	3,500.00	210,000.00
D4	Install T-liner in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA	3,750.00	7,500.00
D5	Install T-liner in 24-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA	5,000.00	10,000.00
D6	Install T-liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	400	L.F.	35.00	14,000.00
D7	Transitional liner 6-inch to 4-inch	2	EA	225.00	450.00
D8	Coating removal	2	EA	500.00	1,000.00
D9	Lateral grouting (if required in preparation for T-liner, lateral liner, or mainline/lateral connection interface seal installation)	10	EA	225.00	2,250.00
D10	Install CIP liner in 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	15	EA	1,900.00	28,500.00
D11	Install CIP liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	100	L.F.	35.00	3,500.00
D12	Install CIP mainline/lateral connection interface seal in any size main with 4-inch to 6-inch laterals, all depths	6	EA	1,725.00	10,350.00
D13	Sewer main cleaning and TV inspection (6-inch through 12-inch)	1,800	L.F.	1.25	2,250.00
D14	Sewer main cleaning and TV inspection (15-inch through 21-inch)	600	L.F.	1.50	900.00
D15	Sewer lateral cleaning and TV inspection from main (up to 30 feet)	40	EA	145.00	5,800.00
D16	Sewer lateral cleaning and TV inspection from main (beyond 30 feet)	400	L.F.	1.00	400.00
D17	Sewer lateral cleaning and TV inspection from cleanout (up to 30 feet)	8	EA	50.00	400.00

NAME OF BIDDER: _____

BID FORM
WASTEWATER COLLECTION SYSTEM REHABILITATION
CITY OF NORTH MIAMI BEACH

GROUP D					
LATERAL LINING AND MAINLINE SECTIONAL LINING					
ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE BID	Total
D18	Sewer lateral cleaning and TV inspection from cleanout (beyond 30 feet)	80	L.F.	1.00	80.00
D19	Mechanical root or grease removal (12-inch and smaller)	500	L.F.	5.00	2,500.00
D20	Mechanical root or grease removal (15-inch through 21-inch)	250	L.F.	5.00	1,250.00
D21	Mechanical tuberculation/concrete removal (12-inch and smaller)	500	L.F.	5.00	2,500.00
D22	Mechanical tuberculation/concrete removal (15-inch through 21-inch)	250	L.F.	5.00	1,250.00
D23	Protruding service connection removal by internal means	4	EA	100.00	400.00
D24	Bypass pumping (6-inch through 10-inch sewer)	4	DAY	150.00	600.00
D25	Bypass pumping (12-inch and 15-inch sewer)	1	DAY	700.00	700.00
D26	Bypass pumping (18-inch through 21-inch sewer)	1	DAY	1,200.00	1,200.00
D27	Bypass pumping (24-inch sewer)	1	DAY	1,500.00	1,500.00
D28	Cleanout installation in grass area (up to 5 feet in depth)	12	EA	800.00	9,600.00
D29	Cleanout installation in asphalt area (up to 5 feet in depth)	3	EA	925.00	2,775.00
D30	Cleanout installation in concrete area (up to 5 feet in depth)	3	EA	975.00	2,925.00
D31	Cleanout installation (beyond 5 feet in depth)	18	V.F.	20.00	360.00
D32	Cleanout installation (open trench)	3	EA	20.00	60.00
D33	Residential street without lane closure	20	DAY	1.00	20.00
D34	Residential street with lane closure	25	DAY	200.00	5,000.00
D35	FDOT or City arterial roadway	5	DAY	400.00	2,000.00
D36	Work in rear-yard easement (item D1)	3	EA	200.00	600.00
D37	Work in rear-yard easement (items D3 through D5)	30	EA	120.00	3,600.00
D38	Work in rear-yard easement (item D10)	7	EA	120.00	840.00
D39	Work in rear-yard easement (item D12)	3	EA	120.00	360.00
D40	Work in rear-yard easement (items D28 through D30)	6	EA	120.00	720.00
D41	Expedited mobilization	3	EA	1.00	3.00
TOTAL BID FOR GROUP "D" - ITEMS D1 THROUGH D41					\$348,143.00
NAME OF BIDDER:		INCLUSIVE:			

THE AMERICAN INSTITUTE OF ARCHITECTS



COPY

Bond No. 2153195

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

LMK Pipe Renewal, LLC
1131 NW 55th Street
Fort Lauderdale, FL 33309

OWNER (Name and Address):

City of North Miami Beach
17011 North East 19th Avenue, Room 315
North Miami Beach, FL 33162

SURETY (Name and Principal Place of Business):

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

CONSTRUCTION CONTRACT

Date:
Amount: \$348,143.00 Three Hundred Forty Eight Thousand One Hundred Forty Three Dollars and 00/100
Description (Name and Location): Infiltration and Inflow Reduction and Sewer Rehabilitation Program -
North Miami Beach, Florida - Agreement No. 2011-08.4

BOND

Date (Not earlier than Construction Contract Date):
Amount: \$348,143.00 Three Hundred Forty Eight Thousand One Hundred Forty Three Dollars and 00/100
Modifications to this Bond: [X] None [] See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
LMK Pipe Renewal, LLC

SURETY

Company: (Corporate Seal)
North American Specialty Insurance Company

Signature:
Name and Title:

Signature:
Name and Title: Dianne S. Riley
Attorney-in-Fact



(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:
Holmes Murphy & Associates, Inc.
3001 Westown Parkway
West Des Moines, IA 50266
515 223-6800

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

† After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

‡ Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:



Bond No. 2153195

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

LMK Pipe Renewal, LLC
1131 NW 55th Street
Fort Lauderdale, FL 33309

OWNER (Name and Address):

City of North Miami Beach
17011 North East 19th Avenue, Room 315
North Miami Beach, FL 33162

SURETY (Name and Principal Place of Business):

North American Specialty Insurance Company
650 Elm Street
Manchester, NH 03101

CONSTRUCTION CONTRACT

Date:

Amount: \$348,143.00 Three Hundred Forty Eight Thousand One Hundred Forty Three Dollars and 00/100

Description (Name and Location): Infiltration and Inflow Reduction and Sewer Rehabilitation Program - North Miami Beach, Florida - Agreement No. 2011-08.4

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$348,143.00 Three Hundred Forty Eight Thousand One Hundred Forty Three Dollars and 00/100

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
LMK Pipe Renewal, LLC

SURETY

Company: _____ (Corporate Seal)
North American Specialty Insurance Company

Signature: _____
Name and Title:

Signature: _____
Name and Title: Dianne S. Riley
Attorney-in-Fact



(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Holmes Murphy & Associates, Inc.
3001 Westown Parkway
West Des Moines, IA 50266
515 223-8800

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond

conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted to the Surety, all supporting documentation and any proof of claim requested by the Surety, The Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suite against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:



Procurement Management Division

Thursday, January 19, 2012

John F. Rinehart, Vice President
LMK Pipe Renewal, LLC
1131 NW 55 St, Fort Lauderdale, FL 33309
Phone: (954) 772-0075 Fax: (954) 772-0086
Email: john@lmpipe.com

Re: ITB No. 2011-08 INFILTRATION AND INFLOW REDUCTION AND SEWER REHABILITATION PROGRAM

Dear Mr. Rinehart:

This is to advise you that the City Council of North Miami Beach Florida, meeting in session on Tuesday, January 10th, 2012, has awarded the following item to your company:

1. Group D: Lateral lining and mainline sectional lining the amount of \$348,143.

This award was in accordance with the Invitation to Bid, General and Special Conditions, Technical Specifications, Drawings, attached Agreement and your bid.

In accordance with Section 2.3 of the Bid document, please submit your 100% Payment, Performance and Warranty Bonds.

In accordance with Section 1.57 of the Bid document, include also a Certificate of Insurance. In the description of operations section please include: "The Certificate Holder is an additional named Insured in accordance with ITB No. 2011-08 INFILTRATION AND INFLOW REDUCTION AND SEWER REHABILITATION PROGRAM

Please submit the above-mentioned documents no later than the end of business day January 30, 2012. A pre-construction meeting will be scheduled. A purchase order and Notice to Proceed shall be forthcoming after receipt of the above listed items.

If you have any questions, please feel free to contact me at (305) 948-2946. We look forward to doing business with your firm.

Sincerely,

Brian K. O'Connor
Chief Procurement Officer
City of North Miami Beach

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SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

- a. When used in Contract Documents (defined below), or in related documents, the following terms, or pronouns are used in place of them, shall have the meanings given below:
- 1) **Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.
 - 2) **Advertisement for Bids:** The public notice inviting the submission of Bids for the work.
 - 3) **Bid:** The written offer of a Bidder to perform the work.
 - 4) **Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of insurance.
 - 5) **Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.
 - 6) **Bid Documents:** The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.
 - 7) **Bid Form:** The form on which Bids are submitted.
 - 8) **Calendar Day:** Everyday shown on the calendar.
 - 9) **Change Order:** Extra Work, or Additional Work. A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Architect/Engineer and approved by the City Manager and/or City Council.
 - 10) **Contract:** The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.
 - 11) **Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.
 - 12) **Contract Manager:** North Miami Beach's Chief Procurement Officer, Procurement Division, or the duly authorized representative designated to manage the Contract.
 - 13) **Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.
 - 14) **Contract Date:** The date on which the Agreement is effective.
 - 15) **Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change

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Order. All contract time shall be measured in calendar days.

- 16) **City:** A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.
- 17) **City Manager:** The manager of City of North Miami Beach, Florida.
- 18) **Days:** Reference made to Days shall mean consecutive calendar days.
- 19) **Deliverables:** All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval pursuant to the terms of this Agreement.
- 20) **Lessee:** Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.
- 21) **Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay.
- 22) **Notice To Proceed (NTP):** The written communication issued by the City to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.
- 23) **Owner:** The term Owner as used in this Contract shall mean the City of North Miami Beach, but it excludes the regulatory departments of Development Services, Building Safety, Planning & Zoning, Development and Regulation (Building and Zoning); City Utilities, Departments of Miami Dade County, Department of Environmental Resources Management (DERM); Public Works, Water & Sewer, and Fire Department or their successors.
- 24) **Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.
- 25) **Plans:** The drawings or reproductions thereof, prepared by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.
- 26) **Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.
- 27) **Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.
- 28) **Project Manager:** The duly authorized representative designated to manage the Project.
- 29) **Scope of Service:** Document which details the work to be performed by the Contractor.
- 30) **Subcontractor or Sub consultant:** Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

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- 31) The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.
- 32) The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager.

1.2 INSTRUCTIONS TO BIDDERS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the City to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.citynmb.com/purchasing to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162.

To get document, specifications and updates go to www.citynmb.com/purchasing.

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

Pursuant to Section 2-11.1(t) of the County Code, all Bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer. Such inquiries or request for information shall be submitted to the Chief Procurement Officer and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The request may also be electronically mailed to bids@citynmb.com or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the City's professional staff including, but not limited to, the City Manager and his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Management Division at bids@citynmb.com.

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1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.5 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. **NO OTHER FORM WILL BE ACCEPTED.**
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.
- F. The City of North Miami Beach is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.
- G. Bidders shall be aware of the applicability of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions for Formally Advertised Construction Procurement and all its requirements, including the Disadvantaged Business Enterprise (DBE) participation and the Davis Bacon Act (DBA). A copy of the applicable DBA wages as published by the Wage Determinations OnLine website (www.wdol.gov) has been included in Appendix A for reference. Inclusion of this document shall not relieve the Contractor from verifying such applicable wages at the time of bid.

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1.6 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and is in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The City shall be the sole judge of equality and its decision shall be final.

1.7 SUBMISSION OF BIDS

- A. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Chief Procurement Officer, Brian K. O'Connor, City of North Miami Beach, 17011 NE 19 Avenue, Room 315, North Miami Beach, Florida 33162. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid name shall be placed on the outside of the envelope.
- B. Bids must be submitted on the forms furnished. E-mailed and facsimile bids will not be considered. Bids, however, may be modified by telegraphic notice provided such notice is received prior to the time and date set for the bid opening. Bids shall be dated and time stamped in Room 315 prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.
- C. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope.
- D. Bids should be submitted in duplicate. Submit one **original** and one **copy**. Please include in your proposal package a CD or flash drive with the bid page(s) in excel format, blank bid page file is available for download at www.citynmb.com.

1.8 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail.

It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents.

Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its

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Bid non-responsive provided, however, that the City may waive this requirement in its best interest.

1.9 REJECTION OF BIDS

- A. The City may reject a bid if:
1. The Bidder fails to acknowledge receipt of an addendum, or if
 2. The Bidder misstates or conceals any material fact in the bid, or if
 3. The bid does not strictly conform to the law or requirements of bid, or if
 4. The bid is conditional, except that the bidder may qualify his bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
 5. The City is under and pending or current litigation with the bidder/proposer.
- B. The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph A4 above.

1.10 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn for a period of 90 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.1 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.12 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the City Buyer on or before ten days prior to scheduled opening, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the

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bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Chief Procurement Officer on or before ten days prior to scheduled opening.

1.14 INVOICING/PAYMENT

All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3rd Floor, North Miami Beach, Florida 33162. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.15 DISCOUNTS

- A. Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.16 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; have sufficient financial support, equipment and organization to insure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.
- C. The attached Contractor's "General Information" Statement shall be completed and returned with the bid. The Bidder must provide as part of their references a minimum of three (3) similar projects performed within the last five (5) years.
- D. Bidders should note the further competency requirements in sections:
Sections 02757 – Point Repair of Sanitary Sewers 1.04 A Qualifications.

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Section 02753 – Manhole Rehabilitation, 1.02 B Submittals.
Section 02754 – Sanitary Sewer Manholes, 1.03 B Submittals.
Section 02765 – Cured-In-Place Pipe Lining, 1.03 B Submittals and 1.04 Product and Installer Acceptability.
Section 02766 – Fold-and-Form Pipe Lining, 1.03 B Submittals and 1.04 Product and Installer Acceptability.
Section 02764 – Cured-In-Place Sectional Pipe Lining, 1.04 A Qualifications.
Section 02770 – Cured-in-Place Main/Lateral Connection Repair System, 1.04 A Qualifications.

1.17 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the City

Project Manager:

City of North Miami Beach
Attention: Karl Thompson
Phone: 305-948-2967
Fax: 305-957-3502
E-mail: karl.thompson@cityymb.com
and,

To the Chief Procurement Officer:

Brian K. O'Connor, C.P.M. A.P.P
Chief Procurement Officer
Procurement Management Division
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946 Fax: (305) 957-3522
Email: bids@cityymb.com

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

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1.18 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of North Miami Beach. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

1.19 AWARD OF BID

- A. The bid will be awarded to the lowest responsive and responsible bidder(s) whose bid(s), conforming to the Invitation for Bids, is most advantageous to the City, price and other factors considered.
- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations as provided for in paragraph above.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In situations when obtaining services from the Primary Vendor (s) is not in the best interest of the city, vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

1.20 BID PROTESTS

The City shall provide notice of its decision to award or reject to all bidders by U.S. mail. If bidders wish to protest a decision of award, they must file a notice of protest in writing to the Chief Procurement Officer within three (3) working days after receipt of the notice of the City's decision of award, and shall file a formal written protest within 10 days after filing the notice of protest. The notice of protest must be either handed or delivered and date time stamped by the Procurement Management Division, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the time specified herein shall constitute a waiver of all rights to protest the City's decision regarding the award of bid.

1.21 AGREEMENT

- An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the

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awarded bidder.

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1.22 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s).

Including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

1.26 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.27 COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder

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certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.28 MAINTAINING BID STATUS

To be retained on the active bidders list, bidder **MUST** respond to this invitation to Bid. To protect your status as an active bidder, please complete and return the last page of the bid proposal form indicating reason for "No Bid" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

1.29 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.30 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 10 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the City shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

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1.31 INFORMATION

Further information, if desired, may be obtained from the City Buyer, 17011 N.E. 19th Avenue, Room 315, North Miami Beach, Florida 33162, Telephone (305) 948-2946.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Management Division at least ten days prior to the date and time of the bid opening. They may be mailed or faxed to (305) 957-3522 or emailed to Bids@citynmb.com

1.32 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.33 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, then General Terms and Conditions.

1.34 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the proposal page or on a separate sheet of paper any exceptions to the conditions of this Bid Proposal. This sheet shall be labeled, "Exceptions to Proposal Provisions," and shall be attached to the Bid Proposal. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

1.35 NOTICE TO PROCEED

A signed Purchase Order will be the Contractor's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.36 HOLD HARMLESS AGREEMENT

The awarded bidder agrees to indemnify and hold harmless the City of North Miami Beach, Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence, which shall include attorney's fees and costs of defense, which the City of North Miami Beach, Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of North Miami Beach

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and Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City of North Miami Beach, Miami-Dade County, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the construction contract.

1.37 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.38 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises, or any other such incident.

1.39 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.40 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.41 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded unless otherwise specified in the Invitation for Bids and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

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1.42 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering parts and labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.43 DURATION OF AGREEMENT

This Agreement will commence on _____ and expire on _____ unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

1.44 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.46 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for additional twelve month periods if agreed to in writing by both parties.

1.46 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.47 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

1.48 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the

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proposal page under exceptions to specifications.

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1.49 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.50 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.51 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.52 DRUG-FREE WORKPLACE PROGRAM

In the event of identical tie low bids, preference shall be given to businesses with drug-free workplace programs. Bidders with such programs shall complete and submit the attached form with bid.

1.53 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

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1.64 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award

1.55 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

1.56 GREEN PROCUREMENT POLICY

PURPOSE

The purpose of this policy is to ensure that the City of North Miami Beach departments purchase recycled and other environmentally preferable products whenever the products meet the price and performance requirements of the city.

The City recognizes that the products and services the City buys have inherent social, human, health, environmental and economic impacts, thus the City should make procurement decisions that consider the reduction of its environmental footprint and promotes practices that improve human health, and conserve natural resources.

POLICIES

GENERAL POLICIES

- A. The City encourages its Departments and their staff to be innovative and demonstrate leadership by incorporating progressive and best-practice sustainability specifications, strategies and practices in procurement decisions.

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- B. Departments shall buy recycled and other environmentally preferable products whenever practicable.
- C. The City shall require its contractors and consultants to use recycled and other environmentally preferable products whenever practicable.
- D. The City shall promote the use of recycled and other environmentally preferable products by publicizing its environmental purchasing policy and its implementation, consistent with this policy.
- E. The City shall communicate its commitment to sustainable procurement, by modeling the best product and services choices to citizens, other public agencies and private companies.
- F. The Purchasing Division will take the lead in including environmentally preferable product specifications in bid documents and district contracts, as appropriate.
- G. The City shall aim to maximize the proportion of goods and services that come from local providers with acceptable environmental practices, thereby reducing the environmental impact of transportation wherever feasible and supporting a sustainable local economy.
- H. The City shall seek opportunities to pool purchases with others to enhance markets for environmentally preferable products, to obtain favorable prices, and to reduce waste packaging, transportation, and product cost.
- I. Encourage and promote both local and national companies to bring forward emerging and progressive sustainable products and services, by being a consumer of such products and companies.

RESPONSIBILITIES OF THE PURCHASING DIVISION

- A. Preparing or revising bid documents and contract language where necessary to implement this chapter; Researching opportunities for procurement of recycled and other environmentally preferable products and communicating these to appropriate county departments for evaluation and purchase;
- B. Collecting data on purchases by departments of recycled and other environmentally preferable products; and
- C. Preparing and submitting a report to the City Manager each year by March 31, describing the progress of departments in implementation of the environmental purchasing policy, including the following elements:
 1. Quantities, costs and types of recycled and other environmentally preferable products purchased;
 2. A summary of savings achieved through the purchase of recycled and other environmentally preferable products;
 3. A summary of program promotional efforts; and
 4. Recommendations for changes in procurement policies.

RESPONSIBILITIES OF DEPARTMENTS

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- A. Assigning appropriate personnel to evaluate opportunities for buying recycled and other environmentally preferable products reflected in federal guidance or communicated by Purchasing Division
- B. Purchasing recycled and other environmentally preferable products whenever practicable; and
- C. Seeking opportunities to pool purchases with others to enhance markets for environmentally preferable products, to obtain favorable prices, and to reduce waste packaging, transportation, and product cost.

RULES AND REGULATIONS FOR PROCUREMENT OF PAPER PRODUCTS

- A. Departments shall buy recycled or other environmentally preferable paper whenever practicable.
- B. Departments shall use recycled paper for all imprinted letterhead paper and business cards.
- C. Departments shall publicize the city's use of recycled paper by including a recycling logo and an indication of recycled content on all printed material, to the extent practicable.
- D. Departments shall use both sides of sheets of paper whenever practicable.
- E. Departments shall require all contractors or consultants submitting proposals to use recycled paper and use both sides of sheets of paper whenever practicable.

RULES AND REGULATIONS FOR PROCUREMENT OF LUBRICATING AND FUEL OILS

- A. Departments shall purchase environmentally preferable oils whenever practicable.
- B. When departments specify re-refined lubricating oil in procurements, they shall purchase re-refined oil if the price is no more than ten percent higher than the price of non-re-refined oil.

DEFINITIONS

Environmentally Preferable Product: A product that has a reduced negative effect or increased positive effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, fabrication, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of the product. This term includes, but is not limited to, recyclable products, recycled products, and reusable products.

EXEMPTIONS

Nothing in this policy shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended end use or are not available at a reasonable price in a reasonable period of time.

GREEN PURCHASING RESOURCES

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The Purchasing Division shall maintain and distribute to staff a list of resources and educational materials regarding accessing and purchasing environmentally preferable products. Some of these resources include the following:

1. U.S. Communities Going Green Program is the one-stop source for public agency access to a broad line of responsible purchasing products, services and resources. In addition to comprehensive contracts that offer eco-friendly products, agencies will find a wealth of valuable information and resources that will help lower the environmental impact within the community and will assist in making educated decisions about the products an agency purchases. <http://www.gogreencommunities.org/>
2. U.S. EPA Environmentally Preferable Purchasing (EPP): <http://www.epa.gov/enp/>
3. The Responsible Purchasing Network (RPN) is a national network of procurement-related professionals dedicated to socially responsible and environmentally sustainable purchasing. <http://www.responsiblepurchasing.org/index.php>
4. ENERGY STAR is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping to save money and protect the environment through energy efficient products and practices. <http://www.energystar.gov/>
5. EPEAT is a system to help purchasers in the public and private sectors evaluate, compare and select desktop computers, notebooks and monitors based on their environmental attributes. <http://www.epeat.net>

ANNUAL REVIEW OF POLICY

The City shall annually review its Green Procurement Policy to evaluate the following: its effectiveness, savings, potential changes, and expansion of policy to reflect national trends and best practices.

1.57 INDEMNIFICATION AND INSURANCE

In accordance with Chapter 725, Florida Statutes, the Contractor shall indemnify and hold harmless the City of North Miami Beach, Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, in an amount not less than \$1,000,000 per occurrence which shall include attorneys' fees and costs of defense, which the City of North Miami Beach, Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Furthermore, the Contractor shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or

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actions of any kind or nature in the name of the City of North Miami Beach, Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall cover the City of North Miami Beach, Miami-Dade County its officers, employees, agents and instrumentalities and shall include claims, or damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed by or utilized by the indemnifying party in the performance of the contract.

Upon City's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach, Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the Insurance coverage without thirty (30) days written advance notice to the City.

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NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

1.58 CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conference attendees and other information is available on the Procurement and Contract Services Division's "Bid's & RFP's" page, which can be found at: www.citynmb.com.

1.59 DISCLAIMER

The City of the City of North Miami Beach may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, organization submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most competitive, shall be submitted to the City of North Miami Beach's City Council, and the final selection will be made shortly thereafter with a timetable set solely by the City of North Miami Beach. The

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selection by the City of North Miami Beach shall be based on the bid, which is, in the sole opinion of the City Council of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this bid constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

1.60 CONFIDENTIALITY

As a political subdivision, the City of North Miami Beach is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.61 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows: 1) the terms and conditions of the agreement, 2) the City of North Miami Beach's ITB and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

1.62 NATURE OF THE AGREEMENT

- a) The Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

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- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.
- e) The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.63 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before City's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses outside of South Florida, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The City shall not be liable for any such expenses that have not been approved in advance, in writing, by the City.

1.64 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.65 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to City upon the request of the City for five years after the date of acceptance of the project by the City, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting

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deficient construction which was built from technically deficient designs. Payment in full by the City for work performed does not constitute a waiver of this guarantee.

1.66 MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the City. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

1.67 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this

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Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

1.68 AUTHORITY OF THE CITY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements

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or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.69 MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.70 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

1.71 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-

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related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.72 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.73 SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- c) Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the

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subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

1.74 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

1.75 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

1.76 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- b) The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. Take such action as may be necessary for the protection and preservation of the

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City's materials and property;

- ii. cancel orders;
 - iv. assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the City under this Agreement.
- e) In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article is subject to audit.

1.77 EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the City where required by this Agreement;

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- vi. The Contractor has failed to provide "adequate assurances" as required under subsection "b" below; and
 - vii. The Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
- i. treats such failure as a repudiation of this Agreement;
 - iii. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.78 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- c) Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.79 PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

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- b) The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.80 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of North Miami Beach is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by

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the contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.81 PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be

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formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.82 BUSINESS APPLICATION AND FORMS

The Contractor shall be a registered vendor with the City Procurement Management Division, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of the Miami-Dade County Code as amended by Ordinance 00-1, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City compelling or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

1.83 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual

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preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.84 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.85 CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

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- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- ii) Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor?
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the City's Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

1.86 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and
- c) Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City, except as may be required by law.

1.87 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the

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Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.88 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.89 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.90 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.91 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

1.92 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

1.93 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to

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the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.94 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

1.95 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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SECTION 2.0 SPECIAL CONDITIONS

2.1 QUESTIONS REGARDING SPECIFICATIONS

Any questions regarding the specifications shall be addressed to the Chief Procurement Officer, Procurement Management Division, City of North Miami Beach, via e-mail at bids@citynmb.com or in writing to 17011 NE 19 Avenue, Room 315, North Miami Beach, Florida 33162.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

2.2 BID GUARANTY

Each bid must be accompanied by a bid guaranty in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company approved by the City of North Miami Beach. Should the successful bidder fail to furnish a Performance and Payment Bond, the bid guaranty shall be forfeit.

2.3 PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS

Within ten (10) days of the award of contract, the contractor shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the City of North Miami Beach, on forms acceptable to the City. The bonds should provide that the surety's liability will be co-extensive with the contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance.

a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor and materials from the date of final acceptance of the work.

b. A Labor and Material Payment Bond.

2.4 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from bid specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the City and design professional, in writing. If the plans and specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Purchasing Division in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

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2.5 CONTRACTOR'S RESPONSIBILITY

The Contractor shall visit the site of the work and examine the plans, and it will be assumed that the Contractor has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the plans.

In the event Contractor discovers any apparent error or discrepancy, immediately call it to the attention of the City's Project Manager or the Chief Procurement Officer for interpretation or decision, and such decision shall be final. Bidder shall advise the City in writing, at least ten days prior to bid opening, of any conditions which may adversely affect the work.

No exceptions will be considered on behalf of the Contractor, after the bids are opened, for any error or negligence in determining the site conditions; and, the Contractor shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

2.6 LICENSES

A Copy of the Contractor's and Subcontractors' Licenses shall be enclosed with each bid.

2.7 AWARD OF CONTRACT

Award will be made only to responsible, licensed contractors possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources.

Contractors submitting bids must be regularly engaged in the trade or trades relating to the bids submitted.

2.8 BID TIMETABLE

The tentative schedule for this BID and contract approval is as follows:

6/30/11		Advertisement
7/20/11	2:00PM	Mandatory Pre-Bid Conference
8/1/11	2:00pm	Bid due date and time
8/16/11	7:00	Council Approval
8/30/11		NTP

2.9 PRE-CONSTRUCTION MEETING

Soon after Contractor has been notified of award of bid, Contractor, Miami-Dade County's OCED

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 and City shall agree upon a date and time for a pre-construction meeting. The Contractor shall have in attendance a principal of the firm or the project manager. Depending on the scope of the project, the following may also be requested to attend:

1. Representatives of utilities
2. Subcontractors
3. Suppliers and/or manufacturers

The following matters (if applicable), at a minimum, shall be discussed and presented at this meeting:

1. Signed contract
2. Certificates of Insurance
3. Performance and Payment Bonds
4. Project Managers
5. Schedule of Values - The Schedule of Values shall allocate the entire contract sum among the various portions of the work, and be prepared in such form and supported by such data to substantiate its accuracy. This Schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Construction Schedule with Critical Path Method or Bar Chart Procedure with start and completion dates for each task.
7. Notice to Proceed
8. Schedule of on-site construction progress meetings
9. Shop drawings
10. As-builts
11. Surveys
12. Applications for progress payments
13. Change orders
14. Project signs
15. Field office/telephone/plan table/portable toilet
16. Securing of construction site
17. Subcontractors
18. Staging area
19. Material deliveries
20. City's scheduled events affecting involved facility
21. Material samples for selection by City of style, color, etc.
22. Construction plans on site.
23. Training of City staff on the use and maintenance of materials and/or equipment.

2.10 NOTICE TO PROCEED

The date of commencement of construction will be established during the Pre-Construction Conference, which shall be held shortly after the award of contract, and will be stated in the Notice to Proceed.

2.11 MATERIALS, INSPECTION, AND RESPONSIBILITY

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The City shall have a right to inspect any material to be used in carrying out this contract. The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The Contractor shall be responsible for the contract quality and standards of all materials, components or completed work finished under this contract for 12 months from the date of final approved inspection and acceptance. Materials, components, or completed work not complying therewith may be rejected by the City and shall be replaced by the Contractor at no cost to the City. Any materials or components rejected shall be removed within a reasonable time from the premises at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components for work have been rejected.

2.12 PROGRESS MEETINGS

The Project Managers will schedule and hold regular on-site progress meetings at least weekly, and at other times as requested by the City Project Manager. The City, Contractor, and all subcontractors active on the site shall be represented at each meeting. City or Contractor may request attendance by representatives of suppliers or manufacturers. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve problems which may develop.

2.13 PROGRESS PAYMENTS

Based on Applications for Payment submitted to the City by the Contractor, and Certificates for Payment issued by the Architect/Engineer or City, the City shall make progress payments to the Contractor based on the Schedule of Values and percentage of completion, or units completed. 10% shall be retained from each progress payment until the point of substantial completion, at which time retainage shall be reduced to 5% until final completion.

Applications for Payment shall indicate the percentage of completion of each portion of the work, or the volume, area, or linear measurement of work completed as of the end of the period covered by the Application for Payment. The period covered by each Application for Payment shall be one calendar month or as otherwise agreed upon at the Pre-construction Conference.

The Contractor shall submit to the City for approval, Work Schedule, including detailed sequence of construction, three (3) days prior to the Preconstruction Conference (see Section 1025-A6-2).

2.14 SUBSTANTIAL COMPLETION

For the purpose of this project, Substantial Completion shall be defined as that point which the City has occupancy and/or use of the facility under construction, including equipment and systems installed.

2.15 FINAL COMPLETION

For the purpose of this project, Final Completion shall be defined at that point after which the Director of Public Services or his representative, the City's Building Official, and the using Department have made and approved the Final Inspection and the Punch List has been

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completed, and all deliverable have been provided to the City.

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2.16 SUBCONTRACTS

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the work covered by these specifications.

The Contractor shall furnish in writing to the City bid the names of the Subcontractors for each of the principal portions of the work. The Contractor shall not contract with any Subcontractor to whom the City has made reasonable and timely objection. The final Subcontractor list shall be presented to the City at the Pre-Construction meeting.

2.17 SUPERVISION

The Contractor is to be responsible for his employees and Subcontractors, and for compliance with all laws and ordinances governing his work. He shall be responsible for the accuracy of the laying out and giving his personal superintendence to the work. He shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the City. He shall at all times take proper precautions to protect his work and materials from damage and disfigurement until accepted.

2.18 PERMITS

The Contractor shall obtain all permits and call for inspections required for this project. Permits required by the City of North Miami Beach Community Development Department, Building Division shall be issued at no cost except for applicable State, County, and Microfilm Fees. The contractor shall be responsible for the payment of the following fees (when applicable) including but not limited to: State BPR Building Certification Fee, State DCA Surcharge, County Code Compliance Fee, Microfilm Fee, and Structural Examination Fee. The City shall reimburse Contractors for actual cost of these fees. Fees for re-inspections shall be charged to the Contractor at normal rate and all costs shall be borne by the Contractor. All other permits required for this project will be obtained and paid for by the City.

2.19 PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while removing and replacing materials and equipment. Any damage done by the Contractor, whether it is necessary to the installation or accidental, shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Director of the Department of Public Services.

2.20 WARRANTY

All materials and workmanship must be warranted for a minimum period of one year from the date of final acceptance. Equipment or systems carrying more than a one year warranty shall be enumerated on the Bid Proposal form.

2.21 FINAL ACCEPTANCE

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The Final Inspection shall be made only after the City is satisfied that the work described in the plans and specifications has been completed in accordance with the intent of these specifications. The acceptance of the work shall not in any way prejudice the City's rights to demand replacement of defective materials and workmanship.

2.22 CONTRACTOR DEFAULT AND CONTRACT TERMINATION

- a. The City of North Miami Beach may, subject to the provisions of paragraph 'C' below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any of the following circumstances:
1. If the Contractor fails to make delivery of the supplies or materials, or to perform the services within the time specified herein or any extension thereof, or
 2. If the Contractor fails to perform any of the other provisions of this contract in accordance with its terms, or in either of these two circumstances does not cure such failure within a period of seventy-two hours after receipt of notice from the City specifying such a failure.
 3. Insolvency of the Contractor.
 4. Death of the Contractor, if an individual.
- b. In the event the City terminates this contract, the city may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services.
- c. The Contractor shall not be liable for any excess of costs if acceptable evidence has been submitted to the City that failure to perform the contract was due to causes beyond the control and without the fault of negligence of the Contractor.

2.23 SAFETY

Contractor shall provide and place safety barriers and signage to modify and direct circulation at and around construction site. Every effort shall be made to minimize and limit construction noise, dirt, and dust.

2.24 ASBESTOS

No asbestos containing materials have been designed into this project, nor have been specified. Contractor shall use no asbestos containing materials in the execution of the work covered by these specifications.

2.25 TRAINING

Contractor shall provide training to City staff on the use and maintenance of equipment and/or materials use in this project.

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2.26 MANUALS

Contractor shall provide two manufacturers' training and maintenance manuals for any equipment installed.

2.27 CHANGE ORDERS

Each Change Order to the Contract must be supported in writing and signed by the Contractor and the City. Without this prior written authorization, the City will not pay for extra work performed.

2.28 CLEAN UP

Contractor shall remove and dispose of any dirt or debris resulting from this project. All debris shall be disposed of at an authorized dumping facility. Dump tickets shall be submitted to the City with each pay request.

Exposed metal shall be polished, glass shall be cleaned, surrounding structures or landscaping affected or damaged during completion of this project shall be restored to an equal or better condition. Paint shall be touched up if and where needed. Contractor's equipment and surplus material shall be removed from site.

2.29 CONTRACT DOCUMENTS

All documents including Plans and specifications can be found at : www.citynmb.com. Type "2011-08" in the search field and hit enter.

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SECTION 3.0 DESCRIPTION OF WORK

3.1 SCOPE OF WORK

The Project entitled "Infiltration and Inflow Reduction and Sewer Rehabilitation Program" is located in the sewer service area of North Miami Beach, Florida. The Project consists of furnishing all labor, materials and equipment for performing sanitary sewer repairs.

In order to obtain representative unit prices for sewer system rehabilitation technologies and construction services, four groups have been developed. Interested contractors are requested to submit price proposals for one or more of those groups which they are qualified to perform. Interested contractors are not required to bid every group but must bid all items within any group they elect to bid. Each group will be awarded, as a separate contract, to the lowest responsible bidder for that specific group.

Project budget: \$3.3 million.

The work consists of furnishing all tools, materials and equipment as specified herein and generally to include:

1. Group "A" - Excavated Point Repairs: Point repairs, cleanout installation, bypass pumping, surface restoration, and TV survey.
2. Group "B" - Manhole Rehabilitation: Replacing manhole frames and covers and performing other miscellaneous manhole repairs, installing cementitious and epoxy manhole liners, installing poured-in-place concrete/polyethylene liners, replacing entire manholes, and bypass pumping.
3. Group "C" - Mainline Lining: Fold-and-form and cured-in-place pipe lining for gravity mains, and associated work such as cleaning and preparation, lateral reinstatement, cleanout installation, bypass pumping, traffic control, and TV survey.
4. Group "D" - Lateral Lining and Mainline Sectional Lining: Cured-in-place lateral lining, sectional lining of mains, and mainline/lateral connection interface seal installation. Television survey on service lateral pipes using special camera systems and associated cleanout installation and bypass pumping, and associated work such as cleaning and preparation, lateral reinstatement, traffic control, and TV survey.

3.2 COMPLETION OF WORK

The schedule for the completion of the work is described in the Specifications. Liquidated damages will be assessed as stated in the Agreement.

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3.3 SUCCESSFUL BIDDERS SHALL COMPLY WITH

- A. Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations (No. 29 CFR, Part 60).
- B. The Copeland "Anti-Kickback" Act, (18 USC 874F), as supplemented in Department of Labor Regulations (No. 29 CFR, Part 3).
- C. Section 103 and 108 of the Contract Work Hours and Safety Standards Act (40 USC 327-300), as supplemented by Department of Labor Regulations (40 USC 327-300), as supplemented by Department of Labor Regulations (40 CFR, Part 5).
- D. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (40 USC 1251 et seq.) as amended.
- E. Trench excavation protection, pursuant to Part 1926, Subpart P Excavations, Trenching and Shoring of the Occupational Safety and Health Administration Standards and Interpretations.
- F. Trench excavation pursuant to Florida Trench Safety Act, Section 553.60 Florida Statutes.

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SECTION 4.0 2011-08 BID PAGES

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Please include with your proposal package a CD or flash drive with the bid page(s) in excel format, blank bid page file is available for download at www.citynmb.com.

NAME OF COMPANY:

LMK PIPE RENEWAL

(Name of company submitting bid)

BID PAGE GROUP A

EXCAVATED POINT REPAIRS

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
A1	Point repair, laterals and 6-inch through 10-inch gravity pipe (up to 6 feet in depth)	5	EA		<i>NO-BID</i>
A2	Point repair, laterals and 6-inch through 10-inch gravity pipe (6 to 8 feet in depth)	5	EA		
A3	Point repair, laterals and 6-inch through 10-inch gravity pipe (8 to 10 feet in depth)	4	EA		
A4	Point repair, laterals and 6-inch through 10-inch gravity pipe (10 to 12 feet in depth)	2	EA		
A5	Point repair, laterals and 6-inch through 10-inch gravity pipe (12 to 14 feet in depth)	1	EA		
A6	Point repair, laterals and 6-inch through 10-inch gravity pipe (14 to 16 feet in depth)	1	EA		
A7	Point repair, 12-inch and 15-inch gravity pipe (up to 8 feet in depth)	1	EA		
A8	Point repair, 12-inch and 15-inch gravity pipe (8 to 12 feet in depth)	1	EA		
A9	Point repair, 12-inch and 15-inch gravity pipe (12 to 16 feet in depth)	1	EA		
A10	Point repair, 18-inch through 24-inch gravity pipe (up to 8 feet in depth)	1	EA		
A11	Point repair, 18-inch through 24-inch gravity pipe (8 to 12 feet in depth)	1	EA		
A12	Point repair, 18-inch through 24-inch gravity pipe (12 to 16 feet in depth)	1	EA		
A13	Install lateral connection to lined main (open trench)	6	EA		
A14	Sewer main cleaning and TV inspection (8-inch through 12-inch)	1,800	L.F.		
A15	Sewer main cleaning and TV inspection (15-inch through 24-inch)	600	L.F.		
A16	Sewer lateral cleaning and TV inspection from main (up to 30 feet)	6	EA		
A17	Sewer lateral cleaning and TV inspection from main (beyond 30 feet)	60	L.F.		
A18	Sewer lateral cleaning and TV inspection from cleanout (up to 30 feet)	2	EA		
A19	Sewer lateral cleaning and TV inspection from cleanout (beyond 30 feet)	20	L.F.		
A20	Mechanical root or grease removal (12-inch and smaller)	600	L.F.		✓

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A21	Mechanical root or grease removal (15-inch through 24-inch)	300	L.F.		<i>No Bro</i>
A22	Mechanical tuberculation/concrete removal (12-inch and smaller)	300	L.F.		
A23	Mechanical tuberculation/concrete removal (15-inch through 24-inch)	300	L.F.		
A24	Protruding service connection removal by internal means	6	EA		
A25	Exploratory excavation in grass area (up to 5 feet in depth)	4	EA		
A26	Exploratory excavation in asphalt or concrete area (up to 5 feet in depth)	4	EA		
A27	Exploratory excavation (beyond 5 feet in depth)	30	V.F.		
A28	Bypass pumping (6-inch through 10-inch sewer)	7	DAY		
A29	Bypass pumping (12-inch and 15-inch sewer)	6	DAY		
A30	Bypass pumping (18-inch through 21-inch sewer)	2	DAY		
A31	Bypass pumping (24-inch sewer)	2	DAY		
A32	Cleanout installation in grass area (up to 5 feet in depth)	8	EA		
A33	Cleanout installation in asphalt area (up to 5 feet in depth)	3	EA		
A34	Cleanout installation in concrete area (up to 5 feet in depth)	3	EA		
A35	Cleanout installation (beyond 5 feet in depth)	20	V.F.		
A36	Cleanout installation (open trench)	3	EA		
A37	Asphalt roadway replacement	400	S.Y.		
A38	Asphalt pavement overlay (1-inch thick)	1,200	S.Y.		
A39	Concrete sidewalk replacement	100	S.Y.		
A40	Concrete curb and gutter replacement	100	L.F.		
A41	Asphalt driveway replacement	120	S.Y.		
A42	Concrete driveway replacement	120	S.Y.		
A43	Replace concrete slabs and/or aprons	120	S.Y.		
A44	Sod replacement	3,600	S.F.		
A45	Residential street without lane closure	10	DAY		
A46	Residential street with lane closure	10	DAY		
A47	FDOT or City arterial roadway	5	DAY		
A48	Work in rear-yard easement (items A1 through A12)	10	EA		
A49	Work in rear-yard easement (items A25 to A26 and A32 to A34)	6	EA		
A50	Expedited mobilization	3	EA		
A51	Time-and-materials items for work not covered by other pay items				
A51-1	Foreman	40	HOUR		
A51-2	Pipe layer	80	HOUR		
A51-3	Laborer	80	HOUR		↓

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A51-4	Backhoe - 3/4-yard combination backhoe front end loader, with operator	40	HOUR	<i>NO BID</i>
A51-5	Backhoe - 3/8-yard combination backhoe, front end loader, with operator	40	HOUR	
A51-6	Backhoe - Caterpillar Model 225 or equal, with operator	8	HOUR	
A51-7	Bulldozer - Caterpillar Model D4 or equal, with operator	8	HOUR	
A51-8	Front End Loader, Caterpillar Model 930 or equal, with operator	16	HOUR	
A51-9	Gradeall, Caterpillar, Model 215 or equal, with operator	8	HOUR	
A51-10	Compactor - 10-ton asphalt roller with operator	40	HOUR	
A51-11	Compactor - 4-ton drum, with operator	8	HOUR	
A51-12	Compactor - vibratory plate, with operator	8	HOUR	
A51-13	Generator, mass lighting	8	HOUR	
A51-14	100 CFM air compressor, hose, and hammer with operator	40	HOUR	
A51-15	Truck - crew truck	40	HOUR	
A51-16	Truck - dump, double axle, with operator	8	HOUR	
A51-17	Truck - dump, single axle, with operator	8	HOUR	
A51-18	Truck - flatbed, under 25,000 pounds (GVW) with operator	40	HOUR	
A51-19	Truck - vacuum tank	16	HOUR	
A51-20	4-inch pump with discharge hose	5	DAY	
A51-21	6-inch pump with discharge hose	5	DAY	
A51-22	8-inch pump with discharge hose	5	DAY	
A51-23	Wellpoint equipment, 50 points, complete	3	DAY	
A51-24	3/4-inch washed rock	60	CY	
A51-25	Mason sand	60	CY	
A51-26	Flowable Fill	60	CY	
TOTAL BID FOR GROUP "A" - ITEMS A1 THROUGH A51 INCLUSIVE:				✓
WRITTEN TOTAL				

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NAME OF COMPANY:

LMK PIPE RENEWAL

(Name of company submitting bid)

BID PAGE GROUP B

MANHOLE REPAIRS

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
B1	Realign, grout and seal manhole casting (in street)	15	EA		<i>No-BID</i>
B2	Realign, grout and seal manhole casting (in rear-yard easement)	15	EA		
B3	Install manhole chimney seal	10	EA		
B4	Seal visible infiltration through manhole walls, bench, and invert (brick manhole)	10	EA		
B5	Seal visible infiltration through manhole walls, bench, and invert (concrete manhole)	10	EA		
B6	Repair manhole bench and invert	2	EA		
B7	Replace manhole bench and invert	2	EA		
B8	Replace standard manhole frame and cover and install seal	10	EA		
B9	Replace watertight manhole frame and cover and install seal	20	EA		
B10	Install cementitious manhole liner for precast manhole	120	V.F.		
B11	Install cementitious manhole liner for brick manhole	120	V.F.		
B12	Install cementitious manhole liner with polymeric overlay for precast manhole	60	V.F.		
B13	Install cementitious manhole liner with polymeric overlay for brick manhole	60	V.F.		
B14	Install polyethylene manhole liner	60	V.F.		
B15	Install new standard precast concrete 48-inch-diameter sewer manhole (up to 4 feet in depth)	1	EA		
B16	Install new standard precast concrete 48-inch-diameter sewer manhole (4 to 6 feet in depth)	1	EA		
B17	Install new standard precast concrete 48-inch-diameter sewer manhole (6 to 8 feet in depth)	1	EA		
B18	Install new standard precast concrete 48-inch-diameter sewer manhole (8 to 10 feet in depth)	1	EA		
B19	Install new standard precast concrete 48-inch-diameter sewer manhole (10 to 12 feet	1	EA		

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	in depth)			<i>No - Bid</i>
B20	Install new standard precast concrete 48-inch-diameter sewer manhole (12 to 14 feet in depth)	1	EA	
B21	Install new standard precast concrete 48-inch-diameter sewer manhole (14 to 16 feet in depth)	1	EA	
B22	Install new drop connection precast concrete 48-inch-diameter sewer manhole (additional cost)	3	EA	
B23	Install new drop connection precast concrete 48-inch-diameter sewer manhole (additional cost)	30	V.F.	
B24	Work in rear-yard easement (items B3 through B9)	20	EA	
B25	Work in rear-yard easement (items B10 through B14)	15	EA	
B26	Work in rear-yard easement (items B15 through B21)	5	EA	
B27	Bypass pumping (6-inch through 10-inch sewer)	10	DAY	
B28	Bypass pumping (12-inch and 15-inch sewer)	2	DAY	
B29	Bypass pumping (18-inch and 21-inch sewer)	2	DAY	
B30	Bypass pumping (24-inch sewer)	2	DAY	
B31	Asphalt roadway replacement	100	S.Y.	
B32	Asphalt pavement overlay (1-inch thick)	300	S.Y.	
B33	Concrete sidewalk replacement	10	S.Y.	
B34	Concrete curb and gutter replacement	20	L.F.	
B35	Asphalt driveway replacement	20	S.Y.	
B36	Concrete driveway replacement	20	S.Y.	
B37	Replace concrete slabs and/or aprons	20	S.Y.	
B38	Sod replacement	700	S.F.	
B39	Residential street without lane closure	6	DAY	
B40	Residential street with lane closure	6	DAY	
B41	FDOT or City arterial roadway	2	DAY	
B42	Expedited mobilization	2	EA	
TOTAL BID FOR GROUP "B" - ITEMS B1 THROUGH B42 INCLUSIVE:				↓
WRITTEN TOTAL				

City of North Miami Beach, Florida

ITB No. 2011-08

NAME OF COMPANY:

LMK PIPE RENEWAL

(Name of company submitting bid)

**BID PAGE GROUP C
MAINLINE PIPE LINING**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE BID	TOTAL
C1	Install CIP liner, 6-inch diameter gravity mains (up to 8 feet in depth)	500	L.F.		<i>No-Bid</i>
C2	Install FFP liner, 8-inch diameter gravity mains (up to 8 feet in depth)	10,000	L.F.		
C3	Install FFP liner, 8-inch diameter gravity mains (8 to 12 feet in depth)	30,000	L.F.		
C4	Install FFP liner, 8-inch diameter gravity mains (12 to 16 feet in depth)	3,000	L.F.		
C5	Install FFP liner, 10-inch diameter gravity mains (up to 8 feet in depth)	1,200	L.F.		
C6	Install FFP liner, 10-inch diameter gravity mains (8 to 12 feet in depth)	3,000	L.F.		
C7	Install FFP liner, 10-inch diameter gravity mains (12 to 16 feet in depth)	600	L.F.		
C8	Install CIP liner, 12-inch diameter gravity mains (up to 8 feet in depth)	300	L.F.		
C9	Install CIP liner, 12-inch diameter gravity mains (8 to 12 feet in depth)	300	L.F.		
C10	Install CIP liner, 12-inch diameter gravity mains (12 to 16 feet in depth)	300	L.F.		
C11	Install CIP liner, 18-inch diameter gravity mains (up to 8 feet in depth)	1,300	L.F.		
C12	Install CIP liner, 18-inch diameter gravity mains (8 to 12 feet in depth)	1,000	L.F.		
C13	Install CIP liner, 18-inch diameter gravity mains (12 to 16 feet in depth)	300	L.F.		
C14	Install CIP liner, 24-inch diameter gravity mains (up to 8 feet in depth)	900	L.F.		
C15	Install CIP liner, 24-inch diameter gravity mains (8 to 12 feet in depth)	3,000	L.F.		
C16	Install CIP liner, 24-inch diameter gravity mains (12 to 16 feet in depth)	600	L.F.		

City of North Miami Beach, Florida

ITB No. 2011-08

C17	CIP liner cure temperature monitoring and reporting (pipe of 15-inch diameter pipe or less)	900	L.F.							<i>No-Bid</i>
C18	CIP liner cure temperature monitoring and reporting (pipe of 18-inch diameter pipe or more)	7,100	L.F.							
C19	Reinstate laterals and grout annular space	800	EA							
C20	Recut lateral insufficiently reinstated by others	5	EA							
C21	Grout annular space following recut of lateral insufficiently reinstated by others	5	EA							
C22	Sewer main cleaning and TV inspection (8-inch through 12-inch)	60,000	L.F.							
C23	Sewer main cleaning and TV inspection (15-inch through 21-inch)	1,000	L.F.							
C24	Sewer main cleaning and TV inspection (24-inch)	1,000	L.F.							
C25	Mechanical root or grease removal (12-inch and smaller)	1,200	L.F.							
C26	Mechanical root or grease removal (15-inch through 24-inch)	600	L.F.							
C27	Mechanical tuberculation/concrete removal (12-inch and smaller)	600	L.F.							
C28	Mechanical tuberculation/concrete removal (15-inch through 24-inch)	300	L.F.							
C29	Protruding service connection removal by internal means	6	EA							
C30	Bypass pumping (6-inch through 10-inch sewer)	12	DAY							
C31	Bypass pumping (12-inch and 15-inch sewer)	2	DAY							
C32	Bypass pumping (18-inch through 21-inch sewer)	7	DAY							
C33	Bypass pumping (24-inch sewer)	10	DAY							
C34	Residential street without lane closure	40	DAY							
C35	Residential street with lane closure	50	DAY							
C36	FDOT or City arterial roadway	10	DAY							
C37	Work in rear-yard easement (items C1 through C16)	80	EA							
C38	Work in rear-yard easement (item C20)	3	EA							
C39	Expedited mobilization	2	EA							
TOTAL BID FOR GROUP "C" - ITEMS C1 THROUGH C39 INCLUSIVE:										
WRITTEN TOTAL										↓

City of North Miami Beach, Florida

ITB No. 2011-08

NAME OF COMPANY:

LMK PIPE RENEWAL

(Name of company submitting bid)

BID PAGE GROUP D					
LATERAL LINING AND MAINLINE SECTIONAL LINING					
ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE BID	TOTAL
D1	Install CIP sectional pipe liners, 8-inch to 12-inch diameter (up to 6 feet in length, all depths)	8	EA	1,000. ⁰⁰	8,000. ⁰⁰
D2	Install CIP sectional pipe liners, 8-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	10	L.F.	200. ⁰⁰	2,000. ⁰⁰
D3	Install T-liner in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	60	EA	3,500. ⁰⁰	210,000. ⁰⁰
D4	Install T-liner in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA	3,750. ⁰⁰	7,500. ⁰⁰
D5	Install T-liner in 24-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA	5,000. ⁰⁰	10,000. ⁰⁰
D6	Install T-liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	400	L.F.	35. ⁰⁰	14,000. ⁰⁰
D7	Transitional liner 6-inch to 4-inch	2	EA	225. ⁰⁰	450. ⁰⁰
D8	Coating removal	2	EA	500. ⁰⁰	1,000. ⁰⁰
D9	Lateral grouting (if required in preparation for T-liner, lateral liner, or mainline/lateral connection interface seal installation)	10	EA	225. ⁰⁰	2,250. ⁰⁰
D10	Install CIP liner in 4-inch to 6-inch laterals, all depths (Includes 25 feet of lateral)	15	EA	1,900. ⁰⁰	28,500. ⁰⁰
D11	Install CIP liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	100	L.F.	35. ⁰⁰	3,500. ⁰⁰
D12	Install CIP mainline/lateral connection interface seal in any size main with 4-inch to 6-inch laterals, all depths	6	EA	1,725. ⁰⁰	10,350. ⁰⁰
D13	Sewer main cleaning and TV inspection (8-inch through 12-inch)	1,800	L.F.	1.25	2,250. ⁰⁰
D14	Sewer main cleaning and TV inspection (15-inch through 21-inch)	600	L.F.	1.50	900. ⁰⁰
D15	Sewer lateral cleaning and TV	40	EA	145. ⁰⁰	5,800. ⁰⁰

City of North Miami Beach, Florida

ITB No. 2011-08

	Inspection from main (up to 30 feet)				
D16	Sewer lateral cleaning and TV inspection from main (beyond 30 feet)	400	L.F.	1. ⁰⁰	400. ⁰⁰
D17	Sewer lateral cleaning and TV inspection from cleanout (up to 30 feet)	8	EA	50. ⁰⁰	400. ⁰⁰
D18	Sewer lateral cleaning and TV inspection from cleanout (beyond 30 feet)	80	L.F.	1. ⁰⁰	80. ⁰⁰
D19	Mechanical root or grease removal (12-inch and smaller)	500	L.F.	5. ⁰⁰	2,500. ⁰⁰
D20	Mechanical root or grease removal (15-inch through 21-inch)	250	L.F.	5. ⁰⁰	1,250. ⁰⁰
D21	Mechanical tuberculation/concrete removal (12-inch and smaller)	500	L.F.	5. ⁰⁰	2,500. ⁰⁰
D22	Mechanical tuberculation/concrete removal (15-inch through 21-inch)	250	L.F.	5. ⁰⁰	1,250. ⁰⁰
D23	Protruding service connection removal by internal means	4	EA	100. ⁰⁰	400. ⁰⁰
D24	Bypass pumping (6-inch through 10-inch sewer)	4	DAY	150. ⁰⁰	600. ⁰⁰
D25	Bypass pumping (12-inch and 15-inch sewer)	1	DAY	700. ⁰⁰	700. ⁰⁰
D26	Bypass pumping (18-inch through 21-inch sewer)	1	DAY	1,700. ⁰⁰	1,700. ⁰⁰
D27	Bypass pumping (24-inch sewer)	1	DAY	1,500. ⁰⁰	1,500. ⁰⁰
D28	Cleanout installation in grass area (up to 5 feet in depth)	12	EA	800. ⁰⁰	9,600. ⁰⁰
D29	Cleanout installation in asphalt area (up to 5 feet in depth)	3	EA	925. ⁰⁰	2,775. ⁰⁰
D30	Cleanout installation in concrete area (up to 5 feet in depth)	3	EA	975. ⁰⁰	2,925. ⁰⁰
D31	Cleanout installation (beyond 5 feet in depth)	18	V.F.	20. ⁰⁰	360. ⁰⁰
D32	Cleanout installation (open trench)	3	EA	20. ⁰⁰	60. ⁰⁰
D33	Residential street without lane closure	20	DAY	1. ⁰⁰	20. ⁰⁰
D34	Residential street with lane closure	25	DAY	200. ⁰⁰	5,000. ⁰⁰
D35	FDOT or City arterial roadway	5	DAY	400. ⁰⁰	2,000. ⁰⁰
D36	Work in rear-yard easement (item D1)	3	EA	200. ⁰⁰	600. ⁰⁰
D37	Work in rear-yard easement (items D3 through D5)	30	EA	120. ⁰⁰	3,600. ⁰⁰
D38	Work in rear-yard easement (item D10)	7	EA	120. ⁰⁰	840. ⁰⁰
D39	Work in rear-yard easement (item D12)	3	EA	120. ⁰⁰	360. ⁰⁰
D40	Work in rear-yard easement (items D28 through D30)	6	EA	120. ⁰⁰	720. ⁰⁰
D41	Expedited mobilization	3	EA	1. ⁰⁰	3. ⁰⁰
TOTAL BID FOR GROUP "D" - ITEMS D1 THROUGH					348,143. ⁰⁰

City of North Miami Beach, Florida

ITB No. 2011-08

	D41 INCLUSIVE:	348,143. ⁰⁰
WRITTEN TOTAL	THREE HUNDRED FORTY EIGHT THOUSAND ONE HUNDRED FORTY THREE AND ⁰⁰ / ₁₀₀	



ADDENDUM TO BID DOCUMENTS

SOLICITATION **ITB 2011-08 INFILTRATION AND INFLOW REDUCTION AND SEWER REHABILITATION PROGRAM**

ADDENDUM No. 1 **BID OPENING DATE** AUGUST 1, 2011@2p **TODAY'S DATE** 7/22/2011

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Questions and Answers from Mandatory Pre-Bid Meeting:

Q.1: Was an Engineer's Estimate developed for the project?

A.1: Yes.

Group A: \$412 K

Group B: \$369 K

Group C: \$2,130 K

Group D: \$389 K

Q.2: What are the cure temperature monitoring requirements for bid items C17 and C18?

A.2: Reference page 01025-8, Item B.2, and page 02765-8, Item G.

Q.3: Will bid forms be provided in Excel by the City?

A.3: Yes. It has been posted at www.citynmb.com.

Q.4: Is there a minimum size for a work order?

A.4: No minimum value has been set but the intent is to issue work orders that meet or exceed 1-2 months in duration and \$100-200K in value.

Q.5: Do the manhole coating/lining pay items (B10-B14) pertain to new or existing manholes?

A.5: Existing manholes. Requirements for new manholes are as shown in the drawings (SS 6.0).

Q.6: What is the overall contract duration?

A.6: The intent is to complete the work within 1 year.

Q.7: How will maintenance of traffic be handled for Group B?

A.7: Reference bid items B39-B41.

Q.8: How will the work of multiple contractors be coordinated?

A.8: The City intends to assign a program management team for this purpose.

Q.9: Is there a minimum length for pay item D12?

A.9: Reference page 01025-10, Item G.1.

Q.10: Is the lateral line to be done on lined sewer pipes or unlined sewer pipes?

A.10: Lateral lining generally takes place after a main line pipe is already lined. The technical specification covers this in detail

Q.11: If the lateral line in process does not require clean out, does the city require one to be installed or rather receive savings by not installing one?

A.11: Clean outs are generally required. There is a separate pay item for cleanouts.

Q.12: When will submittals for "or equal" products be reviewed?

A.12: After the bid.

Q.13: Will the City consider creating a separate group for the CCTV inspection?

A.13: No. The current structure of the groups reflects specific goals for the program.

Q.14: Will the City consider creating a separate group for the cured-in-place lining?

A.14: No. However, bidders can elect to propose cured-in-place liners as an alternate for fold-and-form.

Q.15: What will the value of the bonds be?

A.15: The requirement is 100% of the contractor's bid amount.

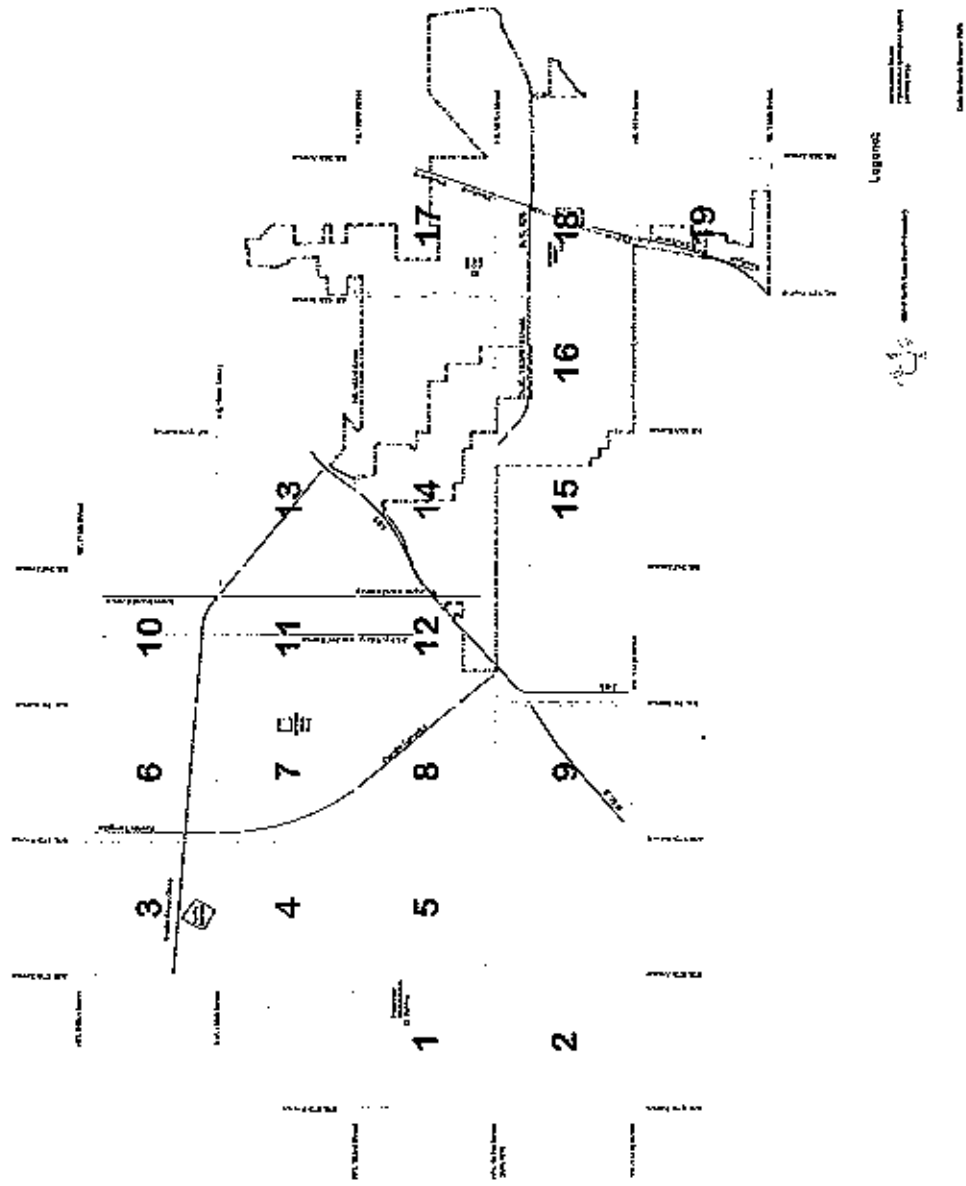
Reviewed by:



Chief Procurement Officer

Acknowledged by:
<u>LMK PIPE REPAIR</u>
Contractor
<u>JOHN F. BENEHART</u>
Authorized Representative (Printed)
<u>VICE PRESIDENT</u>
Title
<u>[Signature]</u>
Signature
<u>7-27-2011</u>
Date

North Miami Beach Public Utilities Wastewater Collection System Key Map





ADDENDUM TO BID DOCUMENTS

SOLICITATION	ITB 2011-08 INFILTRATION AND INFLOW REDUCTION AND SEWER REHABILITATION PROGRAM		
ADDENDUM No.	2	BID OPENING DATE	AUGUST 1, 2011@2p TODAY'S DATE 7/28/2011

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Questions and Answers:

Q.1: Has the City already identified manholes which need to be lined?

A.1: No we have not.

Q.2: Are there maps available in order to visit sample manholes to determine required repairs?

A.2: Contact the Procurement Management Division at Bids@citynmb.com to arrange to see any manholes in wastewater service area.

Q.3: In what instances will the engineer require an HDPE Liner as opposed to a cementitious liner?

A.3: Estimated quantities of each are in stated in bid proposal pages. The City will determine which type of liner is required based on the structural condition of the manhole, the severity of hydrogen sulfide corrosion within the manhole, and other factors.

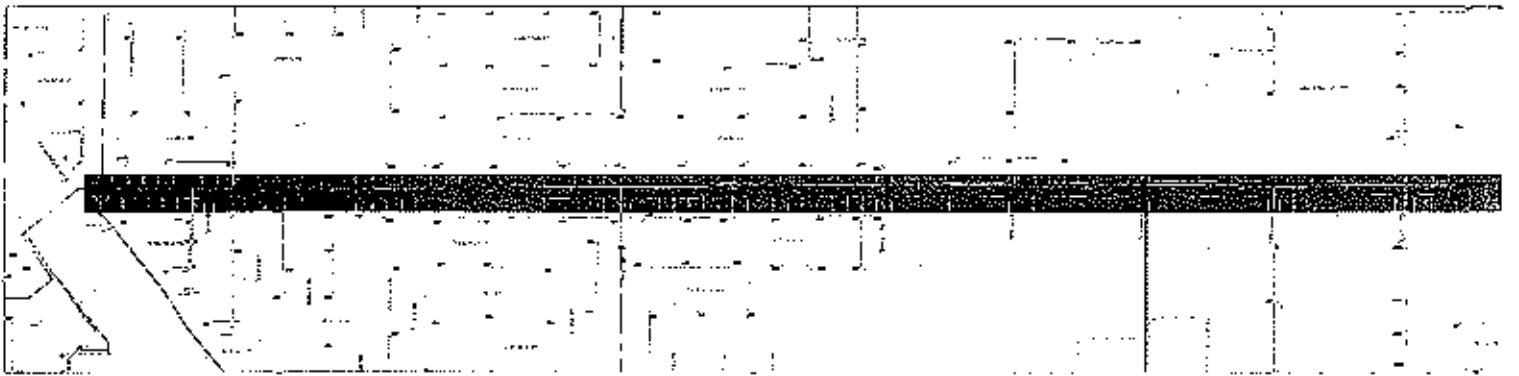
Q.4: Can you provide maps for the segments mentioned on section F. of page 01010-2.

A.4: The atlas map sheets are attached.

Reviewed by:

Chief Procurement Officer

Acknowledged by:
<u>LMK PIPE RENOVATION</u>
Contractor
<u>JOHN F. RICHMOND</u>
Authorized Representative (Printed)
<u>VICI PRESIDENT</u>
Title
<u>[Signature]</u>
Signature
<u>7-28-2011</u>
Date





ADDENDUM TO BID DOCUMENTS

SOLICITATION				ITB 2011-08 INFILTRATION AND INFLOW REDUCTION AND SEWER REHABILITATION PROGRAM	
ADDENDUM No.	3	BID OPENING DATE	AUGUST 1, 2011 @ 2p	TODAY'S DATE	7/29/2011

To All Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession and acknowledge receipt of this addendum in the space provided on the bid form.

Questions and Answers:

Q.1: Has the City issued a previous solicitation for Infiltration and Inflow Reduction and Sewer Rehabilitation Program? Can I get a copy of the awarded bid tabulation?

A.1: Yes, ITB 2002-14. See attached tabulation.

Reviewed by:

Chief Procurement Officer

Acknowledged by:
<i>LMK PEPE REHOBOTH</i>
Contractor
<i>JOHN F. REHOBOTH</i>
Authorized Representative (Printed)
<i>VICE PRESIDENT</i>
Title
<i>[Signature]</i>
Signature
<i>7-29-2011</i>
Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/27/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER USI Insurance Services, LLC-CL 200 West Cypress Creek Rd #600 Fort Lauderdale, FL 33309 954 607-4800	CONTACT NAME: PHONE (A/C, No, Ext): 954 607-4000		FAX (A/C, No):
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
INSURED LMK Pipe Renewal, LLC 1131 NW 55th Street Fort Lauderdale, FL 33309	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Continental Insurance Company		35289
	INSURER B: Transportation Insurance Compan		20494
	INSURER C: Bridgefield Employers Insurance		16701
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ROG <input type="checkbox"/> LOC			4024655180	08/01/2011	08/01/2012	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 - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4024896091	08/01/2011	08/01/2012	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			4024896088	08/01/2011	08/01/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	830456330	08/01/2011	08/01/2012	<input checked="" type="checkbox"/> WG STATU-TORY LIMITS <input type="checkbox"/> OTH-ER CL. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER City of North Miami Beach Procurement Management Dept 17011 NE 19th Avenue Room 315 Miami, FL 33162	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jerry Morris</i>
--	---

City of North Miami Beach, Florida

ITB No. 2011-08

Note: Number of Calendar days for substantial completion: Per specifications

NAME OF COMPANY:

LMK PIPE RENEWAL

(Name of company submitting bid)

SIGNATURE:

[Handwritten Signature]
(Sign in Ink)

JOHN F. RINEHART
(Print Name)

TITLE:

Vice President

E-MAIL ADDRESS:

JOHN@LMKPIPE.COM

ADDRESS:

1131 NW 55 ST., FORT LAUDERDALE, FL 33309

TELEPHONE NO.:

954-772-0075

FAX NO.:

954-772-0086

By signing and submitting this bid proposal, we acknowledge having read and agreeing to all times and conditions of these specifications, including, but not limited to, agreeing to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or services supplied, or negligence of contractor supplier, his employees, agents, or assigns.

By signing and submitting this bid proposal, we certify that this company has current insurance coverage specified herein. The insurance policy number(s) and expiration date(s) are provided below, or copies of the insurance certificate(s) are enclosed. If awarded the bid, we will provide the City with proof of the required insurance and include the City as an additional insured on our general liability coverage.

Do you give prompt payment discounts?

Yes, Percentage of discount _____ % Term _____ No

I certify that this bid is made without prior understanding, agreement 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 agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

INSURANCE POLICY NO(S): 4024655180, 4024896091, 4024896088,

EXPIRATION DATE(S): 8-1-2012 830456330,

INSURANCE CERTIFICATE(S) ENCLOSED:

YES NO

[Handwritten Signature]
(Sign In Ink)

JOHN F. RINEHART
(Print Name)

WARRANTIES AS SPECIFIED IN CONTRACT DOCUMENTS.

City of North Miami Beach, Florida

ITB No. 2011-08

If the undersigned Bidder is awarded a construction Agreement on this Proposal, the Surety who will provide the Public Construction Payment and Performance Bond will be:

HOLMES MURPHY

whose address is 3001 WESTOWN PARKWAY

State IA WEST DES MOINES
Zip Code 50266-1321

Please include with your proposal package a CD or flash drive with the bid page(s) in excel format, blank bid page file is available for download at www.citynmb.com.

City of North Miami Beach, Florida

ITB No. 2011-08

SECTION 5.0 CITY REQUIRED FORMS

5.1 STATEMENT OF "NO" BID

If your company shall not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

**The City of North Miami Beach
 Procurement Management Division, Room 315
 17011 NE 19th Avenue
 North Miami Beach, Florida 33162**

This information shall help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

E-Mail: _____

Telephone: _____ Facsimile: _____

N/A

√	Reasons for "NO" Bid:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: _____

City of North Miami Beach, Florida
6.2 REFERENCE QUESTIONNAIRE

ITB No. 2011-08

It is the responsibility of the contractor/vendor to provide a minimum of three (3) references using this form and providing this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: 141 SEWER RENAB
 (BID/RFP/RFQ # AND TITLE) 2011-08

Firm giving Reference: CITY OF CORAL SPRINGS
 Address: 3800 NW 85 AVE
 Phone: 954 344 1184
 Fax:
 Email: PWILK@CORALSPRINGSORGO

1. Q: What was the dollar value of the contract?
 A: 100,000
2. Q: Have there been any change orders, and if so how many?
 A: NO
3. Q: Do they perform on a timely basis as required by the agreement?
 A: YES
4. Q: Was the project manager easy to get in contact with?
 A: YES
5. Q: Would you use them again?
 A: YES
6. Q: Overall, what would you rate their performance? (Scale from 1-5)
 A: 5 Excellent 4 Good 3 Fair 2 Poor 1 Unacceptable
7. Q: Is there anything else we should know, that we have not asked?
 A: NO

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: ISAAC KOWNER Title: UTILITIES ENG.
 Print Name: Isaac Kowner Date: 7/27/11

6.3 BID SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:
 Page 65 of 87

City of North Miami Beach, Florida
5.2 REFERENCE QUESTIONNAIRE

ITB No. 2011-08

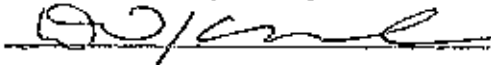
It is the responsibility of the contractor/vendor to provide a minimum of three (3) references using this form and providing this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: ITB No. 2011-08
 (BID/RFP/RFQ # AND TITLE) Infiltration and Inflow Reduction and Sewer Rehab Program

Firm giving Reference: City of Wilton Manors, Emergency Management/Utilities Dept.
 Address: 2020 Wilton Drive, Wilton Manors, FL 33305
 Phone: (954) 390-2190
 Fax: (954) 567-4212
 Email: darchacki@wiltonmanors.com

1. Q: What was the dollar value of the contract?
 A: \$600,000
2. Q: Have there been any change orders, and if so how many?
 A: No
3. Q: Do they perform on a timely basis as required by the agreement?
 A: Yes
4. Q: Was the project manager easy to get in contact with?
 A: Yes
5. Q: Would you use them again?
 A: Yes
6. Q: Overall, what would you rate their performance? (Scale from 1-5)
 A: 5 Excellent 4 Good 3 Fair 2 Poor 1 Unacceptable
7. Q: Is there anything else we should know, that we have not asked?
 A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name:  Title Emergency Management/Utilities Director

Print Name: David J. Archacki Date: July 27, 2011

5.3 BID SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

City of North Miami Beach, Florida
6.2 REFERENCE QUESTIONNAIRE

ITB No. 2011-08

It is the responsibility of the contractor/vendor to provide a minimum of three (3) references using this form and providing this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: ITB# 2011-08
 (BID/RFPI/RFQ # AND TITLE) INVITATION AND INFLOW REDUCTION AND SEWER REPAIR

Firm giving Reference: CITY OF FORT LAUDERDALE
 Address: 100 N. ANDREWS AVE, FORT LAUDERDALE, FL 33309
 Phone: 954-828-4507
 Fax: 954-492-2850
 Email: JEKAMOND@FORTLAUDERDALE.GOV

1. Q: What was the dollar value of the contract?
 A: THE ADJUSTED CONTRACT AMOUNT IS \$ 2,087,371.00
2. Q: Have there been any change orders, and if so how many?
 A: TWO CHANGE ORDERS, BUT BOTH WERE TO REDUCE THE COST TO THE CITY.
3. Q: Do they perform on a timely basis as required by the agreement?
 A: YES
4. Q: Was the project manager easy to get in contact with?
 A: EASY TO GET IN CONTACT WITH AT ANY TIME
5. Q: Would you use them again?
 A: OF COURSE YES
6. Q: Overall, what would you rate their performance? (Scale from 1-5)
 A: 5 Excellent 4 Good 3 Fair 2 Poor 1 Unacceptable
7. Q: Is there anything else we should know, that we have not asked?
 A: THEY ALWAYS TRY TO STAY ON TIME AND ON BUDGET.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: JEAN EXAMOND Title PROJECT ENGINEER

Print Name: JEAN EXAMOND Date: 7/27/2011

6.3 BID SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

City of North Miami Beach, Florida

ITB No. 2011-08

	<u>NAME</u>	<u>ADDRESS</u>
President	<u>LARRY KIEST, 1131 NW 55ST</u>	<u>FT. LAUD, FL</u>
Vice-President	<u>JOHN RUMMART, 1131 NW 55ST</u>	<u>FT. LAUD, FL</u>
Secretary	<u>GWEN RUMMART, 1131 NW 55ST</u>	<u>FT. LAUD, FL</u>
Treasurer	_____	_____
Registered Agent	<u>BILL LEONARD, PA</u>	<u>633 S. Andrews Ave, Ft. Laud.</u>

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Bid, as principals, are as follows:

LARRY KIEST, 1131 NW 55ST, FT. LAUD, FL 33309
JOHN RUMMART, 1131 NW 55ST, FT. LAUD, FL 33309

Post Office Address

BIDDER:

LMAK PIPE RENEWAL LLC
 (CORPORATE NAME)

 LMAKLENER@AOL.COM
 PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: 
 SECRETARY

YES [x] NO []

If no, give address of principal place of business: _____

5.4 BID SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Bid, as principals, are as follows:



Pipe Renewal, LLC

*1131 NW 55th Street
Fort Lauderdale, FL 33309
(954) 772-0075 office
(954) 772-0086 fax*

DIRECTORS:

- Larry W. Kiest
- John F. Rinehart

OFFICERS:

- Larry W. Kiest, President
- John Rinehart, Vice President

INCORPORATED : Florida, January 5, 2006
FEDERAL ID # : **20-4042534**

QUALIFICATIONS:

- Florida Certified General Contractor # CGC 058031
- Florida Certified Underground Utility Contractor # CUC 058867

Ownership:

- Larry W. Kiest, JR. 51%
- John F. Rinehart 49%

Dun & Bradstreet: #786093521

State of Florida

Department of State

I certify from the records of this office that LMK PIPE RENEWAL, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 3, 2006.

The document number of this limited liability company is L06000000404.

I further certify that said limited liability company has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 4, 2011, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the Fifth
day of January, 2011*



Jennifer Kennealy
Secretary of State

Authentication ID: 200189275982-010511-L06000000404

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

City of North Miami Beach, Florida

ITB No. 2011-08

BIDDER

(FIRM NAME)

N/A

Witnesses:

(SEAL)

SIGNATURE AND E-MAIL ADDRESS

PRINT NAME

Title (Sole Proprietor or Partner)

Post Office Address:

TELEPHONE

CITY in which fictitious name is registered.

Attach a copy of proof of registration

6.5 DRUG-FREE WORKPLACE PROGRAM

City of North Miami Beach, Florida

ITB No. 2011-08

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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



 VENDOR'S SIGNATURE

JOHN F. RINKEHART

 PRINTED NAME

LMK PIPE REMOVAL

 NAME OF COMPANY

City of North Miami Beach, Florida

ITB No. 2011-08

5.6 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY


Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby."... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy. Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract. As the person authorized to sign the statement, I certify that this firm will comply fully with this policy. -


 SIGNATURE

JOHN F. RENEHART
 PRINTED NAME

LMK PEPE RENEHAL
 NAME OF COMPANY

VICE PRESIDENT
 TITLE

Failure to sign this page shall render your bid non-responsive

City of North Miami Beach, Florida
5.7 VENDOR REGISTRATION

ITB No. 2011-08

If you are not a City of North Miami Beach current registered vendor follow the instructions when you go to:

<http://www.keepandshare.com/doc/1759482/vendor-registration-form-2010-pdf-february-19-2010-9-51-am-360k?da=y>



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
 1940 NORTH MONROE STREET
 TALLAHASSEE FL 32399-0783

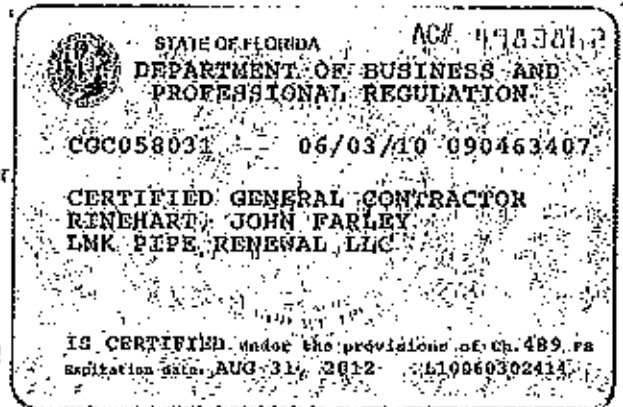
(850) 487-1395

RINEHART, JOHN FARLEY
LMK PIPE RENEWAL LLC
 1131 NW 55TH STREET
 FORT LAUDERDALE FL 33309

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 4983862			STATE OF FLORIDA		
			DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		
			CONSTRUCTION INDUSTRY LICENSING BOARD		
			SEQ# L10060302414		
DATE	BATCH NUMBER	LICENSE NBR			
06/03/2010	090463407	CGC058031			
The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2012.					
RINEHART, JOHN FARLEY LMK PIPE RENEWAL LLC 1131 NW 55TH STREET FORT LAUDERDALE FL 33309					
CHARLIE CRIST GOVERNOR			CHARLIE LIEM INTERIM SECRETARY		
DISPLAY AS REQUIRED BY LAW					



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
 1940 NORTH MONROE STREET
 TALLAHASSEE FL 32399-0783

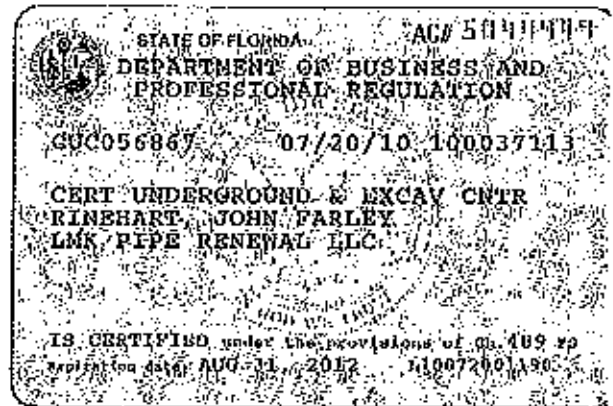
(850) 487-1395

RINEHART, JOHN FARLEY
LMK PIPE RENEWAL LLC
 1131 NW 55TH STREET
 FORT LAUDERDALE FL 33309

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DETACH HERE

AGE 5044949

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10072001190

DATE	BATCH NUMBER	LICENSE NBR
07/20/2010	100037113	CUC056867

The UNDERGROUND UTILITY & EXCAVATION CO
 Named below IS CERTIFIED
 Under the provisions of Chapter 489 FS.
 Expiration date: AUG 31, 2012

RINEHART, JOHN FARLEY
LMK PIPE RENEWAL LLC
 1131 NW 55TH STREET
 FORT LAUDERDALE FL 33309

CHARLIE CRIST
 GOVERNOR

CHARLIE LIEM
 INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0703**

(850) 487-1395

**LMK PIPE RENEWAL LLC
1131 NW 55TH STREET
FORT LAUDERDALE FL 33309**

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AC# 109061500708

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

QB48994 06/15/09 080515932

**QUALIFIED BUSINESS ORGANIZATION
LMK PIPE RENEWAL LLC**

**(NOT A LICENSE TO PERFORM WORK.
ALLOWS COMPANY TO DO BUSINESS IF
IT HAS A LICENSED QUALIFIER.)**

IS QUALIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2011 L09061500708

DETACH HERE

AC# 109061500708

STATE OF FLORIDA

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

SEQ# 109061500708

DATE	BATCH NUMBER	LICENSE NBR
06/15/2009	080515932	QB48994

The BUSINESS ORGANIZATION
Named below IS QUALIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2011
**(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)**
LMK PIPE RENEWAL LLC
1131 NW 55TH STREET
FORT LAUDERDALE FL 33309

**CHARLIE CRIST
GOVERNOR**

**CHARLES W. DRAGO
SECRETARY**

DISPLAY AS REQUIRED BY LAW



CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2010 - 2011

Venice of America

BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Business ID: 9601912 Business Name: LMK PIPE RENEWAL LLC
Business Address: 1131 NW 55 ST
Tax Category: SELF STORAGE FACILITY UP TO Tax#: 723905 Fee: 105.00
5,000 SQ FT SEC. 47-18.29

LMK PIPE RENEWAL LLC
JOHN REINHART
1131 NW 55 ST
FORT LAUDERDALE, FL 33309

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE



CITY OF
FORT LAUDERDALE BUSINESS TAX YEAR 2010 - 2011

Venice of America

BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Business ID: 9601912 Business Name: LMK PIPE RENEWAL LLC
Business Address: 1131 NW 55 ST
Tax Category: GENERAL CONTRACTOR Tax#: 723906 Fee: 157.50

LMK PIPE RENEWAL LLC
JOHN REINHART
1131 NW 55 ST
FORT LAUDERDALE, FL 33309

DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE

LMK Pipe Renewal, LLC
Profit & Loss
May 2011

17/01/11

Accrual Basis

	May 11
Ordinary Income/Expense	
Income	
4000 · Installation Income	345,701.47
4900 · Write-Downs	-860.00
Total Income	344,841.47
Cost of Goods Sold	
5110 · Job Related Costs	
5115 · Material	70,448.00
5120 · Equipment rental	2,033.37
5130 · Subcontractors	
5131 · Subcontractors - Contract Work	25,443.00
Total 5130 · Subcontractors	25,443.00
5140 · Other Costs	125.00
Total 5110 · Job Related Costs	98,649.37
5160 · Supplies & Consumables	809.18
5200 · Job Related Labor Costs	
5210 · Job Labor (Gross Wages)	52,739.03
5212 · Casual Labor	204.00
5230 · Direct Payroll Taxes	3,958.92
Total 5200 · Job Related Labor Costs	56,901.95
5260 · Freight & Delivery	970.38
5300 · Car/Truck Expense	
5305 · Gas & Oil	10,150.47
5310 · Repairs & Maintenance	12,853.17
5320 · Car/Truck Allowance	800.00
5325 · Camera Repairs	2,498.71
Total 5300 · Car/Truck Expense	26,102.35
5410 · Crew Travel	
5413 · Per Diem	1,200.00
5414 · Hotels / Lodging	141.36
Total 5410 · Crew Travel	1,341.36
Total COGS	184,774.59
Gross Profit	160,066.88
Expense	
6050 · Advertising & Promotion	
6051 · External Advertising & Promo	597.53
Total 6050 · Advertising & Promotion	597.53
6080 · Commissions	
6080.02 · Commissions Advanced	3,200.00
Total 6080 · Commissions	3,200.00
6100 · Consulting	3,868.40
6140 · Dues and Subscriptions	39.00
6150 · Exhibit C / Equipment Rental	8,213.25
6160 · Insurance	
6160.09 · Vision Insurance	121.96
6160.05 · Health Insurance	4,999.45
6160.07 · Dental Insurance	537.52
6162 · Insurance - USI Insurance Svs	8,000.00
Total 6160 · Insurance	13,658.93
6170 · Interest Expense	
6172 · Loan Interest	690.27
6175 · LMK Enterprises Interest Chgs	2,527.07
6176 · Equipment Interest	1,807.39
Total 6170 · Interest Expense	5,024.73
6180 · Licenses, Fees, & Permits	2.50
6190 · Miscellaneous	0.00
6200 · Printing and Reproduction	2.11

LMK Pipe Renewal, LLC
Profit & Loss
 May 2011

3:23 PM

07/01/11

Accrual Basis

	May 11
6220 · Meals and Entertainment	1,339.44
6230 · Utilities	
6231 · Electric	354.28
Total 6230 · Utilities	354.28
6240 · Office Supplies	321.04
6260 · Office Equipment lease	370.78
6260 · Payroll Processing Fees	502.85
6280 · Officers' Payments	
6281 · J. Rinohart	9,230.78
6283 · L. Kiest	7,692.30
Total 6280 · Officers' Payments	16,923.08
6320 · Employee Training & Testing	275.00
6330 · Postage and Delivery	273.48
6340 · Rent	7,820.00
6350 · Repairs	
6351 · Building Repairs & Maintenance	1,398.00
Total 6350 · Repairs	1,398.00
6380 · Telephone - Land	337.06
6381 · Telephone - Mobile	862.98
6390 · Taxes	
6392 · Sales Tax	1,969.76
Total 6390 · Taxes	1,969.76
6400 · Tolls & SunPass	420.00
6420 · Hotels/Lodging	242.88
6430 · Small Tools	271.56
6450 · Uniforms	-144.00
Total Expense	68,144.62
Net Ordinary Income	91,922.28
Net Income	91,922.28



LMK Pipe Renewal LLC
Installation History (Florida Only)
Customer Reference List

No.	Installer	St.	Project #	Project Name	# T-Liner / Sects			Start	Comp.
					3,562	134	8,391		
1	PR	FL	08-002	Countywide one-year contract for Removal/Replacement and Rehabilitation of Sanitary Sewer Laterals	151	26	198	Aug-06	Sep-07
2	PR	FL	08-099	Sub for Manser/Barr Corporation	2			Oct-06	Aug-06
3	PR	VA	08-001	B. Frank Joy (prime)	35	4	128	Jul-06	Jul-06
4	PR	FL	08-004	AW / Margate	4		13	Oct-06	Jan-07
5	PR	FL	08-003	Broward County / AW	32	2	28	Oct-08	Mar-07
6	PR	FL	07-001	Sanitary Sewer Repairs	43	1	189	Jan-07	May-07
7	PR	FL	07-003	Wilton Manors - Reynolds	611	45	1,200	Nov-07	Dec-08
8	PR	FL	07-002	Coral Springs	4	1	60	Oct-07	Mar-08
9	PR	FL	07-004	North Key Largo Utility OR	4		15	Apr-07	Dec-07
10	PR	FL	07-006	Sanitary Sewer Repairs	22	2	97	May-07	Aug-07
11	PR	FL	07-007	Sanitary Sewer Rehabilitation	8			Oct-07	Feb-08
12	PR	FL	07-008	Lateral Rehabilitation	14			Jul-07	Apr-07
13	PR	FL	07-009	Pembroke Pines - Reynolds	6		28	Jul-07	Oct-07
14	PR	FL	07-010	Plantation Sewer Repairs	8		12	Jul-07	Sep-08
15	PR	FL	07-011	Clermont Sewer Repairs	27			Sep-08	Nov-08
16	PR	FL	07-012	Repairs to Sewer Lateral Clay Hubs	49		227	Oct-07	Mar-08
17	PR	FL	08-001	Medley Sewer Repairs	6			Oct-07	Mar-08
18	PR	FL	08-002	Plantation Sewer Repairs	12			Jan-08	Mar-08
19	PR	FL	08-003	Sanitary Sewer Rehabilitation				Mar-08	Jun-09
20	PR	FL	08-004	Deerfield Beach NE 20 Ave	15			Apr-08	Jul-08
21	PR	FL	08-006	City of Hollywood - Reynolds	5			Jun-08	Jul-08
22	PR	FL	08-007	Largo Sewer Repairs	45	3		Aug-08	Oct-08
23	PR	FL	08-009	Hialeah - RI	28	2	184	Sep-08	Sep-09
24	PR	FL	08-010	Sewer Rehabilitation	3		14	Oct-08	Nov-08
25	PR	FL	08-011	Brooksville Sewer Repairs	59	3	341	Nov-08	May-09
26	PR	FL	08-012	Sewer Rehabilitation	13			Oct-08	Dec-08
27	PR	FL	09-001	Sewer Pipe Rehabilitation	8	3	13	Jan-09	Open
28	PR	FL	09-002	Lateral Repairs / Lateral Survey	open			Jan-09	Open
29	PR	FL	09-003	Lateral Lining	16		237	Jan-09	Jun-09
30	PR	FL	09-004	Lateral Repairs / Lateral Survey	10			Jan-09	Apr-09
31	PR	FL	09-005	Sewer Repairs, T-Liner, vac-a-tee	8			Feb-09	Apr-09
32	PR	FL	09-006	Lateral Repairs / Lateral Survey	18			May-09	Aug-09
33	PR	FL	09-007	Lateral Repairs / Lateral Survey	7		25	Mar-09	Apr-09
34	PR	FL	09-008	Plantation Sewer Repairs	6		86	Apr-09	Jun-09
35	PR	FL	09-009	Boca Raton - MP	4			Jan-09	Open
36	PR	FL	09-010	Margate	15		332	Jun-09	Sep-09
37	PR	FL	09-011	Cooper City	24		27	Aug-09	Sep-09
38	PR	TN	09-012	Knoxville, TN - Imp Tech	14			Jun-09	Jun-09
39	PR	FL	09-014	Wilton Manors	139	11	545	Sep-09	Jan-10
40	PR	FL	09-015	Pembroke Pines - Reynolds	30			Sep-09	Mar-10
41	PR	FL	09-016	Orange County - Tec. Insp.	77	4		Sep-09	May-10



LMK Pipe Renewal LLC
Installation History (Florida Only)
Customer Reference List

No.	Installer	St.	Project #	Project Name	# T-Liner / Sectional MH Shots			Start	Comp.
					3,682	134	8,391		
42	PR	FL	09-017	Brooksville Sewer	70	5	200	Oct-09	Open
43	PR	FL	09-018	North Miami Beach - MP	12		69	Sep-09	Apr-10
44	PR	FL	09-010	PBC - Pahokee - AKA Services	---	---	---	Oct-09	Jun-10
45	PR	FL	09-020	Hialeah Sewer Rehabilitation	100		125	Oct-09	Open
46	PR	FL	09-021	PBC - Pahokee - Shenandoah	15		183	Oct-09	Jun-10
47	PR	FL	09-022	Fort Lauderdale - Lanzo	---	---	---	Dec-09	Open
48	PR	FL	09-023	Hollywood - Lanzo				Dec-10	Open
49	PR	FL	09-024	Broward County - Lanzo				Dec-09	Open
50	PR	FL	09-025	Fort Lauderdale - LasOlas	583	17	2,375	Dec-09	Open
51	PR	FL	10-001	Coral Springs Wasatewater Rehab	35	5	287	Jan-10	Open
52	PR	FL	10-002	Lee County	15		81	Mar-10	Jun-10
53	PR	FL	10-003	DBI - Fla Tpx Clean/IV				Mar-10	Open
54	PR	FL	10-004	Cooper City 2010	32			Apr-10	Dec-10
55	PR	FL	10-005	Hollywood - Pipe Con - Sectionals				Apr-10	Open
56	PR	FL	10-006	Pinellas Park - RI	50			Apr-10	Open
57	PR	FL	10-007	Pembroke Pines - MP	10			Apr-10	Jun-10
58	PR	FL	10-008	Coconut Creek	8			May-10	Open
59	PR	FL	10-009	Deerfield Beach	30			Jul-10	Open
60	PR	FL	10-010	Jurgensen I-595				Jul-10	Open
61	PR	FL	10-011	Boca Raton - MP				Jul-10	Open
62	PR	FL	10-012	American Engineering				Jun-10	Dec-10
63	PR	FL	10-013	Country Lakes MHP				Aug-10	Open
64	PR	FL	10-014	Boynton Beach				Aug-10	Sep-10
65	PR	FL	10-015	MDWASD - Redwood Lane	9			Sep-10	Open
66	PR	FL	10-016	Plantation 2010	180			Oct-10	Jul-11
67	PR	FL	10-017	Largo				Oct-10	Open
68	PR	FL	10-018	Marathon MHP				Dec-10	Open
69	PR	FL	10-019	Ft Pierce - MP				Dec-10	Open
70	PR	FL	11-001	American Engineering				Jan-11	Open
71	PR	FL	11-002	Collier County -MP				Jan-11	Open
72	PR	FL	11-003	Dade City - MP				Jan-11	Open

PR = LMK Pipe Renewal LLC
 = Davis Bacon / Certified Payroll project

City of North Miami Beach, Florida

ITB No. 2011-08

5.8 STATEMENT OF BIDDER'S CONSTRUCTION EXPERIENCE

To be submitted by each Bidder with requested information and documentation with the Bid package. All questions must be answered and the data given must be clear and comprehensive.

This statement must be notarized. If necessary, add separate sheets for items marked "p".

1. Prime Contractor: LMK PIPE RENEWAL
2. Prime Contractor Address: 1131 NW 55ST, FT. LAUDERDALE, FL 33309
3. Name and Social Security number of each principal officer of corporation, partner, or Firm; or individual.
4. Gender and Ethnicity of Principals: MALE, AMERICANS
5. Company Qualifier: JOHN F. BENEHART
6. Years in Business: 6
7. U.S. Treasury Number. (Employer's Identification number; Federal Social Security number used on Employer's quarterly Federal Tax/return, U.S. Treasury Department. FEI Number: 20-4042534
8. General Contractor License Number: CGC058031 State: FLORIDA
9. Contractor's Certification Categories: GENERAL CONTRACTOR, UNDERGROUND UTILITY CONTRACTOR
10. Contracts completed in the last five years (include the months and year completed; use additional pages, if needed)
11. Contractor's on-going construction projects (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion). SEE ATTACHED CUSTOMER LIST
12. Have you ever defaulted on a Contract? NO If so, where and why?
13. Through what personnel or affiliations do you propose to provide knowledge of local design and construction problems and methods? ASTM, NUCA, NASTT, NASCO
14. a) The undersigned has attached a detailed financial statement and furnish any other information that may be required by Miami-Dade Office of Community and Economic Development?
[Signature]
 (initials)
- b) The Bidder promises to defend, indemnify and hold harmless the CITY OF NMB (agency name) and Miami-Dade County with regard to any disclosures or information received, whether at trial, in arbitration or on appeal.
[Signature]
 (initials)
15. The Bidder authorizes any person, firm corporation, organization or governmental unit to act on a copy of the submitted financial statement.

City of North Miami Beach, Florida

ITB No. 2011-08

5.9 NONCOLLUSION AFFIDAVIT

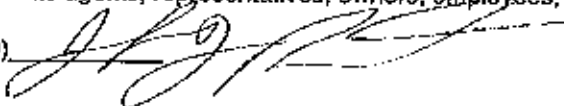
STATE OF: FLORIDA

COUNTY OF: BROWARD

JOHN F. REINHART, being first duly sworn, deposes and says that:

- (1) He/she is VICE PRESIDENT of LMK PIPE RENOVAL, the Bidder that has submitted the attached Bid.
- (2) Bidder has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through advantage against the CITY OF NMA (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

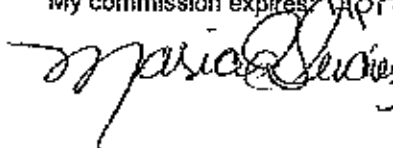
(SIGNED)
Title



Subscribed and sworn to before me this

27 day of JULY, 2011

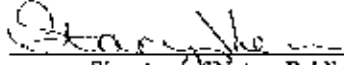
My commission expires: April 21, 2014



ACKNOWLEDGMENT OF SURETY

STATE OF Iowa)
County of Polk) ss.

On this 1st day of August 2011, before me, a Notary Public, personally appeared Blanne S. Riley known to me to be the Attorney-in-Fact of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same, that she is Attorney-in-Fact of the corporation described in and which executed the foregoing instrument; that she knew the seal of the corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.



Signature of Notary Public
Stacy Venn

My Commission Expires August 20, 2011
(S.E.A.L.)

stacy

NAS SURETY GROUP

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY**

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, CLIFFORD W. AUGSPURGER, DIANNE S. RILEY, BRIAN M. DEIMBRIJ,
CINDY BENNETT, ANNE CROWNER, TIMOTHY J. McCULLOH, STEPHANIE R. FINNEY, STACY LYNN VENN,

and ANOJIA MARIE GROSS JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



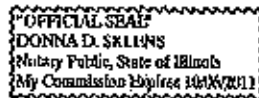
By [Signature]
David M. Layman, Senior Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of September, 2008.

**North American Specialty Insurance Company
Washington International Insurance Company**

State of Illinois
County of Du Page ss:

On this 30th day of September, 2008, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of August, 2011.

[Signature]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

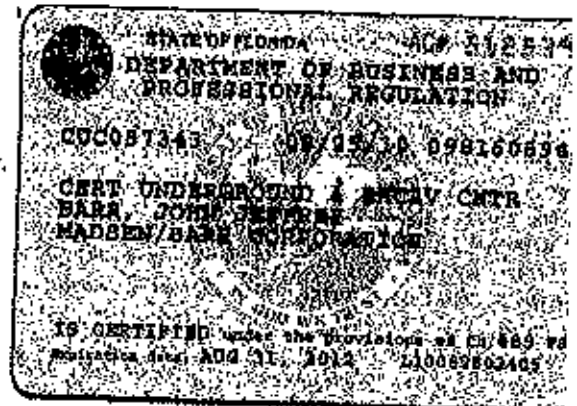
(850) 487-1395

BARR, JOHN JEFFREY
MAADSEN/BARR CORPORATION
12113 INDIAN MOUND ROAD
LAKE WORTH FL 33467

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 5125390

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

DATE	BATCH NUMBER	LICENSE NO.	SEQ#
08/25/2010	098760694	CC0057343	130082502405

The UNDERGROUND UTILITY & EXCAVATION
Named below IS CERTIFIED
Under the provisions of Chapter 489, FS
Expiration date: AUG 31, 2012

BARR, JOHN JEFFREY
MAADSEN/BARR CORPORATION
12113 INDIAN MOUND ROAD
WELLINGTON FL 33449

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

IN GOD WE TRUST

DISPLAY AS REQUIRED BY LAW

City of North Miami Beach, Florida

ITB No. 2011-08

5.12 TRENCH SAFETY ACT COMPLIANCE

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bids, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of costs of compliance with the applicable trench safety standards as well as the methods of compliance:

Methods of Compliance

TRENCH BOX

(Fill in methods)

Total 1,000.⁰⁰

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq., cited as the "Trench Safety Act". Bidder is, and the Owner and Engineer are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act."

[Handwritten Signature]

Signature of Authorized Representative (Manual)

JOHN F. RICHMART

Name of Authorized Representative (Typed or Printed)

Sworn to and subscribed before me in the State and County first mentioned above on the 27 day of July, 2011.

Notary Public *Maria Suarez*
My Commission Expires: April 21, 2014

(Affix seal)



City of North Miami Beach, Florida ITB No. 2011-08
SECTION 5.13 PUBLIC CONSTRUCTION CONTRACT BOND PERFORMANCE,
PAYMENT AND GUARANTEE

STATE OF FLORIDA
 COUNTY OF DADE

KNOW ALL PERSONS BY THESE PRESENTS THAT _____
 _____ as principal and _____, a corporation organized under the laws of the
 State of _____ with its home office in the City of _____ as surety (said principal and said surety hereinafter collectively
 being referred to as obligor), are held and firmly bound unto THE CITY OF NORTH MIAMI BEACH, FLORIDA, hereinafter called
 the obligee in the sum of _____ (\$ _____) lawful money of the United States of America, for the payment
 whereof to the obligee, the principal and surety respectively bind themselves, their successors, heirs and assigns, jointly and
 severally firmly by these presents, in accordance with Section 255.05(1), Florida Statutes.

Signed, sealed and dated this _____ day of _____, A.D. 20__

WHEREAS, the principal and obligee have entered into a written agreement, hereinafter called the "Agreement" for the
 construction complete of

Infiltration and Inflow Reduction and Sewer Rehabilitation Program in North Miami Beach, Florida, pursuant
 to the Project Manual and Specifications for Bid No. _____, opened _____, to which this
 Exhibit is attached.

As evidenced by contract and plans and specifications made a part thereof, entered into between the principal and obligee on
 the _____ day of _____, 20__, a copy of which contract may be attached hereto and is hereby referred to and made a
 part thereof.

NOW THEREFORE, the condition of the foregoing obligation is such that if the principal shall indemnify the obligee for
 all loss that the obligee may sustain by reason of the principal's failure to comply with any of the terms of the contract, then this
 obligation shall be void; otherwise it shall remain in full force.

THIS BOND shall also be security for the performance of the principal and surety of the following additional covenants and
 obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation.

1. **PERFORMANCE:** Said principal (Contractor) shall well and truly perform, carry out and abide by all the
 terms, conditions and provisions of said contract and complete the work therein specified in accordance with
 the terms thereof and in the event said principal (Contractor) fails to perform said contract as aforesaid, it
 shall be the duty of the obligor herein to assume responsibility for the performance of said contract and to
 complete the work therein specified in accordance with the terms thereof, and the obligor herein shall and
 does hereby agree to indemnify the obligee and hold it harmless of, from and against any and all liability,
 loss, cost, damage or expense including reasonable attorneys fees, engineering and architectural fees or
 other professional services which said obligee may incur or which may accrue or be imposed upon it by
 reason of any negligence, default and/or misconduct on the part of the said contractor, and his agents,
 servants, and/or employees, in about, or an account of the construction of said work and performance of said
 contract by the said contractor, and shall repay to and reimburse to the said obligee, promptly upon demand,
 all sums of money including reasonable attorneys, architects, engineers and other professional services,
 each and every, reasonably paid out or expended by the said obligee on account of the failure and/or refusal
 of said contractor to carry out, do, perform, and/or comply with any of the terms and provisions of said
 contract at the time and in the manner therein provided.

2. **PAYMENT:** The principal will make payments to all persons supplying the principal labor, material and
 supplies used directly or indirectly by the principal or any subcontractor or subcontractors of the principal in
 the prosecution of the work provided for in said contract.

City of North Miami Beach, Florida

ITB No. 2011-08

3. **GUARANTEE:**
 - A. **Materials and workmanship:** The principal will guarantee all materials and workmanship installed and performed under the contract for a period of one year after acceptance of work.
 - B. **Successful operation (applying to all mechanical and electrical equipment and all devices and equipment having working parts):** The principal will guarantee the successful operation of all mechanical and electrical equipment and all other devices and equipment having working parts for a period of one year after acceptance of the work.
4. **SUBCONTRACTORS AND SUPPLIERS:** Each and every person, natural and artificial, for whose benefit this bond has been executed, as disclosed by the text of this bond and of said contract, specifications, drawings, and all papers, and said agreement in instruments attached and made a part of the material, or supplies in furtherance of said contract, shall have the same several rights of suits or action upon this bond as if he or they were the obligee or obligees herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons or said obligees hereof.
5. **COURT COSTS AND FEES:** In each and every suit brought against the obligor upon this bond, in which the plaintiff shall be successful, there shall be assessed therein against the obligor herein, in favor of the plaintiff therein, reasonable counsel fees, engineers, architect and other expert witness fee, which the obligor hereby expressly agrees to pay as the part of the cost and expense of such suit.
6. **ALTERATIONS, ADDITIONS AND CHANGES:** That any and all alterations, additions or changes which may be made in the terms of said agreement or in the work to be done thereunder, or the giving by the owner of any extension of time for the performance of said agreement, or by any overpayment or premature payment made by owner to principal, or any forbearance whatsoever on the part of either the owner or the principal, or either or any of them, to the other, shall not in any way nor any extent whatsoever release the principal and the surety, or either of them, from liability hereunder, notice to the surety of any such alterations, additions, changes, extensions, overpayment, premature payments and forbearances being hereby waived.

City of North Miami Beach, Florida

ITB No. 2011-08

IN WITNESS WHEREOF the said principal and said surety hereto have caused these presents to be executed this ___ day of 20__.

Signed, sealed and delivered in the presence of:

(SEAL)

By:

As to Principal

Attest

Secretary

Signed, sealed and delivered in the presence of:

As to Surety

Attorney-in-fact

Florida Resident Agent

NOTE: If both principal and surety are corporations, the respective corporate seals shall be affixed and attached. Power of Attorney to be attached.

APPROVED AS TO FORM:

CITY ATTORNEY

City of North Miami Beach, Florida

ITB No. 2011-08

SECTION 6.0 ADDITIONAL CERTIFICATIONS

Please read the Appendix that is part of the Florida Department of Environmental Protection Bureau of Water Facilities Funding Supplementary Conditions carefully, fill out forms and submit with your bid.

City of North Miami Beach, Florida

ITB No. 2011-08

SECTION 7.0 SAMPLE AGREEMENT FOR BIDDER INFORMATION ONLY**DO NOT EXECUTE****SAMPLE AGREEMENT- DO NOT FILL OUT****CONTRACT TITLE AND NUMBER**

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20____ by and between the City of North Miami Beach, a Florida Municipal Corporation (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Infiltration and Inflow Reduction and Sewer Rehabilitation Program in Miami-Dade County, Florida, pursuant to the Project Manual and Specifications for Bid No. _____, opened _____, attached hereto and incorporated herein.

Article 2. PROJECT MANAGER

The Project has been designed by Hazen and Sawyer, P.C., on behalf of the Public Services Department of the City of North Miami Beach, Florida. Shari Kamali, who is the Director of Public Services shall act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The work will be substantially complete as follows:

Substantial Completion is anticipated pursuant to a 365 calendar year overall project schedule. The schedule is based on the contract administration capacity of City personnel. Actual time for work tasks will be pursuant Section 01010, Part 1.02F.

City of North Miami Beach, Florida

ITB No. 2011-08

5.1.2. Upon 50% Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contact Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.C.1.

Article 6. CONTRACTOR'S REPRESENTATIONS.

6.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 5, inclusive).
- 7.2. Performance and other Bonds.
- 7.3. General Conditions pages 1 to 42.
- 7.4. Supplementary Conditions pages 1 to 3, inclusive.
- 7.5. Specifications bearing the title "Infiltration and Inflow Reduction and Sewer Rehabilitation Program".
- 7.6. Addenda numbers ___ to ___, inclusive.
- 7.7. CONTRACTOR's Bid (pages ___ to ___, inclusive).
- 7.8. Documentation submitted to CONTRACTOR prior to award (pages TOC-1 to Appendix A, inclusive).
- 7.9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.04 of the General Conditions.

City of North Miami Beach, Florida

ITB No. 2011-08

7.10. The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.4 CONTRACTOR agrees to indemnify and hold the City and its agents harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this agreement.

8.5 CONTRACTOR agrees to indemnify and hold the City and its agents harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR AND ENGINEER. All portions of the Contract Documents have been designed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this

_____ day of _____, 2010.

CONTRACTOR

(Print)

By: _____
(Signature)

Title: _____

Date: _____

Name: _____

City of North Miami Beach, Florida

ITB No. 2011-08

3.2 The work will be complete as follows:

The project shall be complete and ready for Final Payment in accordance with Par. 14.07 of the General Conditions within fifteen (15) calendar days of the date of its substantial completion.

3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraphs 3.1 and 3.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General conditions. They also recognize the delays, expense and difficulties involved in proving in an arbitration proceeding the actual loss suffered by OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One-Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion and Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.2 for Completion and ready for final payment until the Work is Complete.

Article 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The sum of _____(\$ _____), for the aggregate amount reflected by the Proposal, attached hereto and made a part hereof, or a lesser amount arrived at using work quantities awarded and unit prices bid.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on monthly intervals during construction as provided below. All progress payments will be on the basis of the progress of the Work based on the number of units completed.

5.1.1. Prior to 50% completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02.B.5 of the General Conditions.

90% of Work completed.

City of North Miami Beach, Florida

ITB No. 2011-08

Attest: _____
Corporate Seal/Notary Public

Attest: _____
Pamela L. Latimore, City Clerk

Corporate Seal/Notary Seal
CITY OF NORTH MIAMI BEACH

Approved as to form
And legal sufficiency

By: _____
Lyndon L. Bonner, City Manager

Darcee S. Siegel, City Attorney

Date: _____

SECTION 8.0 GENERAL CONDITIONS OF CONSTRUCTION CONTRACTS

EJCDC C-700 (2002 Edition)

SUPPLEMENTARY CONDITIONS

SECTION 9.0 TECHNICAL SPECIFICATIONS

FDEP SUPPLEMENTARY CONDITIONS FOR CONSTRUCTION PROCUREMENT

DIVISION 1 - GENERAL REQUIREMENTS

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01025	Measurement and Payment	01025-01 to 01025-18
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01400	Quality Control	01400-01 to 01400-05
01510	Temporary Utilities	01510-01 to 01510-03
01530	Protection of Existing Facilities	01530-01 to 01530-05
01550	Site Access and Storage	01550-01 to 01550-02
01560	Temporary Environmental Controls	01560-01 to 01560-04
01570	Traffic Regulations and Maintenance of Traffic	01570-01 to 01570-01
01600	Materials	01600-01 to 01600-03
01700	Project Closeout	01700-01 to 01700-03

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02500	Surface Restoration	02500-01 to 02500-04
02510	Asphaltic Concrete Pavement	02510-01 to 02510-06
02512	Concrete Pavement, Curb and Sidewalk	02512-01 to 02512-05
02580	Pavement Marking and Traffic Signs	02580-01 to 02580-03
02750	Wastewater Flow Control	02750-01 to 02750-04
02751	Preparatory Cleaning and Root Removal	02751-01 to 02751-04
02752	Television Survey	02752-01 to 02752-05
02753	Manhole Rehabilitation	02753-01 to 02753-20
02754	Sanitary Sewer Manholes	02754-01 to 02754-11
02757	Point Repair of Sanitary Sewers	02757-01 to 02757-04
02759	Replacement of Sanitary Service Lateral and Cleanout	02759-01 to 02759-04
02760	Television Survey for Service Laterals	02760-01 to 02760-05
02763	Chemical Grouting	02763-01 to 02763-06
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DIVISION 3 - CONCRETE

03305	Concrete and Grout	03305-01 to 03305-17
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DIVISION 4 - MASONRY - (Not Used)

DIVISION 5 - METALS - (Not Used)

DIVISION 6 - WOOD AND PLASTICS - (Not Used)

City of North Miami Beach, Florida

ITB No. 2011-08

DIVISION 7 - THERMAL AND MOISTURE PROTECTION - (Not Used)

DIVISION 8 - DOORS AND WINDOWS - (Not Used)

DIVISION 9 - FINISHES - (Not Used)

DIVISION 10 - SPECIALTIES - (Not Used)

DIVISION 11 - EQUIPMENT - (Not Used)

DIVISION 12 - FURNISHINGS - (Not Used)

DIVISION 13 - SPECIAL CONSTRUCTION - (Not Used)

DIVISION 14 - CONVEYING SYSTEMS - (Not Used)

DIVISION 15 - MECHANICAL

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15006	Ductile Iron Pipe	15006-01 to 15006-04
15008	PVC Non-Pressure Pipe.....	15008-01 to 15008-05
15019	Miscellaneous Piping.....	15019-01 to 15019-04

DIVISION 16 - ELECTRICAL - (Not Used)

WAGE DECISION

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1. SS 1.0 Sanitary Sewer Connection at Property Line Wye Branch Connection
2. SS 2.0 Typical Modified Riser Connection Where Top of Sewer is 7 Feet or Deeper
3. SS 3.1 Wye Branch Connection for Existing Shallow Main
4. SS 6.0 Standard Manhole
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6. SS 18.0 Typical Trench Construction for V.C. and D.I. Pipe Gravity Sewer
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**STANDARD GENERAL CONDITIONS
NORTH MIAMI BEACH HI PROGRAM**

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This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
 General Counsel
 National Society of Professional Engineers
 1420 King Street
 Alexandria, VA 22314

Phone: (703) 684-2845
 Fax: (703) 836-4875
 e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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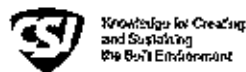
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This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Edition). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the R3C1D1 Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the files of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Terms, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Terms, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion, and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division I of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.
47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, machinist, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.
51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

15. Furnish, Install, Perform, Provide

1. The word "Furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "Install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "Furnish," "Install," "Perform," or "Provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

11. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. 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.

2.06 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided in Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT, AMENDING, REUSE

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of bids (or on the Effective Date of the Agreement if there were no bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

- 1. A Field Order;
- 2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or
- 3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier or other Individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

- 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or
- 2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on an entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Terms, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. Notice: If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

e. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;
4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

- a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

B. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "Or-Equal" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.H), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

B. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.F.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (2002 Edition) as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The numbering of items in these Supplementary Conditions corresponds to the same numbered item in the Standard General Conditions.

SC-1 Definitions

Wherever the term CITY is used in these Contract Documents it shall mean:

A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.

SC-2.02 Copies of Documents:

Amend this paragraph. The CITY will provide five (5) copies of the documents.

SC -2.03 Delete paragraph 2.03.A of the General Conditions in its entirety and insert the following in its place.

2.03.A The Contract Time will commence to run on the day indicated in the Notice to Proceed. The Notice to Proceed may be given at any time after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the ninetieth (90th) day after the Effective Date of the Agreement

SC-5.02(A) Licensed Sureties and Insurers, Certificates of Insurance:

Add the following: The Surety shall be acceptable to the CITY, and provide that the Surety's liability shall be co-extensive with the CONTRACTOR'S. Bonds shall provide that the Surety waives notice of changes to the AGREEMENT, including but not limited to changes in the times for performance. Surety shall be listed in the current "Federal Register" issued by the Department of Treasury.

SC-5.04 Contractor's Liability Insurance

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

5.04A Workers' Compensation, etc. under paragraphs 1 and 2 of the General Conditions:

- | | |
|--|-------------|
| (1) Florida Statue 440: | Statutory |
| (2) Applicable Federal (e.g., Longshoreman's): | Statutory |
| (3) Employer's Liability: | \$1,000,000 |

In the event any work is sublet, CONTRACTOR shall require the sub-contractor similarly to provide Workers' Compensation insurance, unless such employees are covered by the protection afforded by the CONTRACTOR.

In case any class of employees engage in hazardous work under this contract is not protected under

Workers' Compensation statute, the CONTRACTOR shall cause such sub-contractor to provide adequate insurance for protection of the employees not otherwise protected.

5.04(A) Paragraphs 3,4,5 CONTRACTOR's Liability Insurance under paragraphs 3 through 5 of the General Conditions, which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR.

(1) General Aggregate (Except Products-Completed Operations)	<u>\$1,000,000</u>
(2) Products - Completed Operations Aggregate	<u>1,000,000</u>
(3) Personal and Advertising Injury (Per Person/Organization)	<u>1,000,000</u>
(4) Each Occurrence (Bodily Injury and Property Damage)	<u>1,000,000</u>
(5) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages	<u>1,000,000</u>

5.04(B) Paragraph 6 Automobile Liability:

(1) Combined Single Limit (Bodily Injury and Property Damage):	<u>500,000</u> Each Accident
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5.04(B) Paragraph 1 Liability policies, excluding coverage under 5.04(A)(1),5.04(A)(2) and 5.04(A)(6) shall name the City of North Miami Beach and Hazen and Sawyer as additional insured.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, shall be A. M. Best rated B+ 10 or higher, and shall be acceptable to the City of North Miami Beach. They shall be admitted in the State of Florida, and covered by the Florida Guaranty Fund. They shall be acceptable to the City of North Miami Beach regarding size, financial strength, and past performance for the City.

SC-5.06(A) Paragraphs 1-7

Delete this section in its entirety. There will be no Builders Risk coverage on this Project.

SC-5.06(B)

Delete this paragraph in its entirety.

SC-5.06(C)

Delete this paragraph in its entirety.

SC-5.06(E)

Delete this paragraph in its entirety.

SC-5.07

Delete this Section in its entirety.

SC-5.08

Delete this paragraph in its entirety.

SC-7.01(A) Supplement other work and related work at site as follows: CITY intends to perform work related to the project at the site by CITY's own forces and/or with other contractors.

SC-7.02 Coordination

Add a new paragraph immediately after paragraph 7.02 of the General Conditions which is to read as follows:

"Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, CITY, ENGINEER, or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold CITY or ENGINEER harmless from and against all claims damages losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against CITY or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against CITY or ENGINEER or permit any action against any of them to be maintained and continued in its name or for its benefit before any arbiter which seeks to impose liability on or to recover damages from CITY or ENGINEER on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and CITY and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Time shall be CONTRACTOR's exclusive remedy with respect to CITY and ENGINEER for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from CITY, or ENGINEER for activities that are their respective responsibilities."

- END OF SUPPLEMENTARY CONDITIONS -

SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

WW-06f

Florida Department of Environmental Protection
Bureau of Water Facilities Funding
Supplementary Conditions
for

Formally Advertised
Construction Procurement

FDEP-1

Revision 6
January 2011

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**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

1.1. Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1.1. Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.

1.1.2. Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.

1.1.3. Application for Payment - The form that is accepted by the Engineer and used by the Contractor in requesting progress and/or final payments and that is to include such supporting documentation as is required by the Contract Documents.

1.1.4. Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.

1.1.5. Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.

1.1.6. Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.

1.1.7. Bond - An instrument of security.

1.1.8. Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.

1.1.9. **Contract Documents** - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.

1.1.10. **Contract Price** - The moneys payable by the Owner to the Contractor under the Contract Documents as stated in the Agreement/Contract.

1.1.11. **Contract Time** - The number of days or the date stated in the Contract Documents for completion of the Work.

1.1.12. **Contractor** - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.

1.1.13. **Effective Date of the Agreement/Contract** - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.

1.1.14. **Engineer** - The person, firm, or corporation named as such in the Contract Documents.

1.1.15. **Minority Business Enterprise (MBE)** - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or Federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American [with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.1.16. **Notice to Proceed** - The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.1.17. **Owner** - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection may execute, or has executed, a State revolving fund loan agreement and for which the Work is to be provided.

1.1.18. Project - The total construction or facilities described in a State revolving fund loan agreement between the Florida Department of Environmental Protection and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.1.19. Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.1.20. Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.1.21. Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.1.22. Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or Federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.1.23. Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVITY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the Florida Department of Environmental Protection, which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency. Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program), Florida Administrative Code.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy(policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the Florida Department of Environmental Protection (FDEP) nor the United States Environmental Protection Agency (USEPA) will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner can not be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the Florida Department of Environmental Protection nor the United States Environmental Protection Agency will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the Florida Department of Environmental Protection's (FDEP's) acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum(addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - ADVERTISEMENT FOR BIDS; SUBMISSION OF BIDS; OPENING OF BIDS

Advertisement for Bids:

6.1. At a minimum, this Agreement/Contract is to be advertised for bids in local and statewide newspapers.

Submission of Bids:

6.2. Bidders shall submit their bids at the place and by the deadline indicated elsewhere in the Bidding Documents.

Opening of Bids:

6.3. Bids are to be opened and read aloud publicly at the time and place indicated elsewhere in the Bidding Documents.

ARTICLE 7 - BONDS AND INSURANCE**Bid Guarantees:**

7.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

7.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this(these) bond(s) to the Florida Department of Environmental Protection.

Insurance:

7.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

7.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insureds or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to

theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

7.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 7.3 and 7.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 7.3 and 7.4 of this Article and other provisions of the Contract Documents.

ARTICLE 8 - AWARD OF AGREEMENT/CONTRACT

8.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed-price (lump-sum or unit-price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner.

ARTICLE 9 - CONTRACT TIME AND NOTICE TO PROCEED

Contract Time:

9.1. The number of days within which, or the date by which, the Work is to be completed and ready for final payment (the Contract Time) is set forth elsewhere in the Contract Documents.

Notice to Proceed:

9.2. The Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the Florida Department of Environmental Protection.

ARTICLE 10 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

10.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

10.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

10.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

10.1.3. The payment schedule is to show the Contractor's projected progress and final payments cumulatively by month.

ARTICLE 11 - AVAILABILITY OF LANDS

11.1. The Owner shall furnish all lands and shall obtain all rights-of-ways and easements upon which the Work is to be performed and furnished.

ARTICLE 12 - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSTRUCTION PERMIT(S)

12.1. The Owner shall obtain the appropriate Florida Department of Environmental Protection construction permit(s) required for the Work.

ARTICLE 13 - ENGINEER

13.1. The Owner shall employ a professional engineer registered in the State of Florida to oversee the Work.

ARTICLE 14 - APPLICATIONS FOR PAYMENT

14.1. The Contractor's applications for payment are to be accompanied by such certificates or documents as may be reasonably required. The Owner shall forward a copy of such certificates or documents as may be reasonably required to the Florida Department of Environmental Protection.

ARTICLE 15 - ACCESS TO RECORDS

15.1. Authorized representatives of the Owner, the Florida Department of Environmental Protection, and the United States Environmental Protection Agency shall have access to, for the purpose of inspection, any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of three years after receiving and accepting final payment under this Agreement/Contract.

ARTICLE 16 - ACCESS TO WORK SITE(S)

16.1. Authorized representatives of the Owner, the Florida Department of Environmental Protection (FDEP), and the United States Environmental Protection Agency (USEPA) shall have access to the Work site(s) at any reasonable time. The Contractor shall cooperate (including making available working copies of documents and supplementary materials) during Work site inspections conducted by the Owner, the FDEP, or the USEPA.

NOTE: Articles 17, 18 19 and Appendix A only apply to Federal CAP Grant Projects.

ARTICLE 17 - MINORITY AND WOMEN'S BUSINESS ENTERPRISES

17.1. A goal of nine percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of three percent of the Contract Price is established for Women's Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take affirmative steps to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Affirmative steps are to include the following: (a) including small, minority, and women's businesses on solicitation lists; (b) assuring that small, minority, and women's businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women's businesses; (d) establishing delivery schedules, when requirements permit, that will encourage participation by small, minority, and women's businesses; and (e) using the services of the Small Business Administrative and the Office of Minority Business Enterprise of the United States Department of Commerce as appropriate.

*The percentage goals for MBE and WBE participation are to be inserted by the Owner and are to be based upon the percentage goals that have been, or will be, stipulated in the State revolving fund loan agreement for the Owner's FDEP-assisted Project.

17.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the Florida Department of Environmental Protection a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

17.3. Minority and Women's Business Enterprise (MBE and WBE) participation in the Work is to be considered in the award of this Agreement/Contract. The Owner shall not execute this Agreement/Contract until the Florida Department of Environmental Protection has approved the extent of MBE and WBE participation in the Work.

ARTICLE 18 - VIOLATING FACILITIES (SECTION 306 OF THE CLEAN AIR ACT, SECTION 508 OF THE CLEAN WATER ACT, AND EXECUTIVE ORDER 11738)

18.1. The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's List of Violating Facilities.

18.2. In accordance with 40 CFR Part 15, if the price of this Agreement/Contract exceeds \$100,000 and/or if this Agreement/Contract is otherwise nonexempt from 40 CFR Part 15, the Contractor agrees to the following:

18.2.1. the Contractor will not use any facility on the United States Environmental Protection Agency's List of Violating Facilities in the performance of this Agreement/Contract for the duration of time that the facility remains on the List;

18.2.2. the Contractor will notify the Florida Department of Environmental Protection/United States Environmental Protection Agency (USEPA) if a facility it intends to use in the performance of this Agreement/Contract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Agreement/Contract has been recommended to be placed on the USEPA's List of Violating Facilities; and

18.2.3. in the performance of this Agreement/Contract, the Contractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards.

18.3. If the Contractor, or any subcontractor at any tier, awards any lower-tier goods or services (including construction) subcontracts for any portion of the Work, it shall physically include in all such subcontracts the following provision:

18.3.1. The Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15, which prohibit the use, under nonexempt Federal contracts, grants, or loans, of facilities included on the United States Environmental Protection Agency's (USEPA's) List of Violating Facilities. In accordance with 40 CFR Part 15, if the price of this Subcontract exceeds \$100,000 and/or if this Subcontract is otherwise nonexempt from 40 CFR Part 15, the Subcontractor agrees to the following: (a) the Subcontractor will not use any facility on the USEPA's List of Violating Facilities in the performance of this Subcontract for the duration of time that the facility remains on the List; (b) the Subcontractor will notify the Florida Department of Environmental Protection/USEPA if a facility it intends to use in the performance of this Subcontract is on the USEPA's List of Violating Facilities or if it knows that a facility it intends to use in the performance of this Subcontract has been recommended to be placed on the USEPA's List of Violating Facilities; and (c) in the performance of this Subcontract, the Subcontractor will comply with all requirements of the Clean Air Act and the Clean Water Act, including the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act, and all applicable clean air standards and clean water standards. In addition, if the Subcontractor awards any lower-tier goods or services (including construction) subcontracts under this Subcontract, the Subcontractor shall physically include this provision in all such subcontracts.

ARTICLE 19 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

19.1. If the price of this Agreement/Contract equals or exceeds \$25,000, the Owner shall not award this Agreement/Contract, nor permit any lower-tier goods or services (including construction) subcontract with a price equaling or exceeding \$25,000 to be awarded, to any party that is debarred or suspended or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549 (Debarment and Suspension).

19.2. The attention of all bidders or prospective contractors (including the Contractor) is directed to the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which has been extracted from Appendix B to 40 CFR Part 32 and included as Appendix A to these Supplementary Conditions. The certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" is applicable to this Agreement/Contract if the price of this Agreement/Contract equals or exceeds \$25,000.

19.3. If bidders or prospective contractors (including the Contractor), or any prospective subcontractors at any tier, intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include the certification/clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", which is included as Appendix A to these Supplementary Conditions, in all lower-tier goods and services (including construction) subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such subcontracts.

ARTICLE 20 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

20.1. If the price of this Agreement/Contract exceeds \$10,000, the Contractor, and each construction subcontractor awarded a lower-tier construction subcontract with a price exceeding \$10,000, shall comply with Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity), as amended by Executive Order 11375 of October 13, 1967, and as supplemented in United States Department of Labor regulations (41 CFR Part 60).

20.2. The attention of all bidders or prospective contractors (including the Contractor) is directed to the following, all of which are applicable to this Agreement/Contract if the price of this Agreement/Contract exceeds \$10,000:

20.2.1. the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", which has been extracted from 41 CFR 60-4.2(d) and included as Appendix B to these Supplementary Conditions;

20.2.2. the "Goals and Timetables for Minorities and Females", which are included as Appendix C to these Supplementary Conditions;

20.2.3. the "Equal Opportunity Clause", which has been extracted from 41 CFR 60-1.4(b) and included as Appendix D to these Supplementary Conditions;

20.2.4. the "Notice to Be Posted", which has been extracted from 41 CFR 60-1.42(a) and included as Appendix E to these Supplementary Conditions;

20.2.5. the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)", which have been extracted from 41 CFR 60-4.3(a) and included as Appendix F to these Supplementary Conditions;

20.2.6. the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", which is required by 41 CFR 60-1.7(b) and is included as Appendix G to these Supplementary Conditions; and

20.2.7. the "Certification of Nonsegregated Facilities", which is required by 41 CFR 60-1.8(b) and is included as Appendix H to these Supplementary Conditions.

20.3. If bidders or prospective contractors (including the Contractor), or any prospective construction subcontractors at any tier, intend to let any lower-tier construction subcontracts for any portion of the Work, they shall physically include in all lower-tier construction subcontracts with a price exceeding \$10,000 and in all solicitations for such subcontracts the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", the "Goals and Timetables for Minorities and Females", the "Equal Opportunity Clause", the "Notice to Be Posted", the "Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)", the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", and the "Certification of Nonsegregated Facilities", which are included as Appendices B through H to these Supplementary Conditions.

20.4. If the price of this Agreement/Contract exceeds \$10,000, all bidders shall complete and submit to the Owner, with their bids, the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information", which is included as Appendix G to these Supplementary Conditions. In addition, if bidders (including the Contractor), or any prospective construction subcontractors at any tier, intend to let any lower-tier construction subcontracts for any portion of the Work, they shall obtain the "Certification of Compliance with 41 CFR 60-1.7: Reports and Other Required Information" from each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 and shall do so at the time bids or offers for each such subcontract are received or at the outset of negotiations for each such subcontract.

20.5. If the price of this Agreement/Contract exceeds \$10,000, the apparent Successful Bidder shall complete and submit to the Owner, within ten calendar days after being notified of being the apparent Successful Bidder, the "Certification of Nonsegregated Facilities", which is included as Appendix H to these Supplementary Conditions. In addition, if the Contractor, or any construction subcontractor at any tier, intends to let any lower-tier construction subcontracts for any portion of the Work, it shall obtain the "Certification of Nonsegregated Facilities" from each prospective construction subcontractor that will be awarded a lower-tier construction subcontract with a price exceeding \$10,000 and shall do so before awarding each such subcontract.

20.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the

Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall file with the Florida Department of Environmental Protection (FDEP)/United States Environmental Protection Agency (USEPA), within 30 calendar days after the award of this Agreement/Contract, a report on Standard Form 100 (EEO-1), which has been promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission, and Plans for Progress, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also files with the FDEP/USEPA, within 30 calendar days after the award to it of the lower-tier construction subcontract, a report on Standard Form 100 (EEO-1) unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract. (Subsequent reports are to be submitted annually in accordance with 41 CFR 60-1.7(a) or at such other intervals as the Director of the Office of Federal Contract Compliance Programs may require.)

ARTICLE 21 - IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-02)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Owner shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Owner shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system (<http://www.uscis.gov/portal/site/uscis>) to verify the employment eligibility of:

- all persons employed by the Owner, during the term of this Agreement, to perform employment duties within Florida; and,
- all persons (including subcontractors and subrecipients) assigned by the Owner to perform work pursuant to this Agreement.

The Owner shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

NOTE: Articles 17, 18 19 and Appendix A only apply to Federal CAP Grant Projects.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

[Note: This certification/clause has been extracted from Appendix B to 40 CFR Part 32 and is applicable to all FDBP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000; this certification/clause is to be included in all FDEP-assisted goods and services (including construction) contracts and subcontracts with a price equaling or exceeding \$25,000 and in all solicitations for such contracts and subcontracts.]

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The prospective lower-tier participant also certifies that it and its principals:

(a) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (3)(a) of this certification; and

(c) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective lower-tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

**APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

[Note: This notice has been extracted from 41 CFR 60-4.2(d) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this notice is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	Insert goals for each year.	Insert goals for each year.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is

(insert description of the geographical areas where the contract is to be performed giving the state,

county and city, if any)

**APPENDIX C TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

Appendix A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	6.9

Appendix B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix B-80.

Economic Areas

State	Goal (percent)
Florida	
041 Jacksonville, FL:	
SMSA Counties:	
2900 Gainesville, FL-----	20.6
FL - Alachua	
3600 Jacksonville, FL-----	21.8
FL - Baker, Clay, Duval, Nassau, St. Johns	
Non-SMSA Counties-----	22.2
FL - Bradford, Columbia, Dixie, Gilchrist, Hamilton, LaFayette, Levy, Marion, Putnam, Suwannee, Union; GA - Brantley, Camden, Charlton, Glynn, Pierce, Ware	
042 Orlando - Melbourne - Daytona Beach, FL:	
SMSA Counties:	
2020 Daytona Beach, FL-----	15.7
FL - Volusia	
4900 Melbourne - Titusville - Cocoa, FL-----	10.7
FL - Brevard	
5960 Orlando, FL-----	15.5
FL - Orange, Osceola, Seminole	
Non-SMSA Counties-----	14.9
FL - Flagler, Lake, Sumter	
043 Miami - Fort Lauderdale, FL:	
SMSA Counties:	
2680 Fort Lauderdale - Hollywood, FL-----	15.5
FL - Broward	
5000 Miami, FL-----	39.5
FL - Dade	
8960 West Palm Beach - Boca Raton, FL-----	22.4
FL - Palm Beach	
Non-SMSA Counties-----	30.4
FL - Glades, Hendry, Indian River, Martin, Monroe, Okeechobee, St. Lucie	

Economic Areas

State	Goal (percent)
Florida - continued	
044 Tampa - St. Petersburg, FL:	
SMSA Counties:	
1140 Bradenton, FL	15.9
FL - Manatee	
2700 Fort Myers, FL	15.3
FL - Lee	
3980 Lakeland - Winter Haven, FL	18.0
FL - Polk	
7510 Sarasota, FL	10.5
FL - Sarasota	
8280 Tampa - St. Petersburg, FL	17.9
FL - Hillsborough, Pasco, Pinellas	
Non-SMSA Counties	17.1
FL - Charlotte, Citrus, Collier, DeSoto, Hardee, Hernando, Highlands	
045 Tallahassee, FL:	
SMSA Counties:	
8240 Tallahassee, FL	24.3
FL - Leon, Wakulla	
Non-SMSA Counties	29.5
FL - Calhoun, Franklin, Gadsden, Jackson, Jefferson, Liberty, Madison, Taylor	
046 Pensacola - Panama City, FL:	
SMSA Counties:	
6015 Panama City, FL	14.1
FL - Bay	
6080 Pensacola, FL	18.3
FL - Escambia, Santa Rosa	
Non-SMSA Counties	15.4
FL - Gulf, Holmes, Okaloosa, Walton, Washington	

**APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

EQUAL OPPORTUNITY CLAUSE

[Note: This clause has been extracted from 41 CFR 60-1.4(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this clause is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX E TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

NOTICE TO BE POSTED

[Note: This notice has been extracted from 41 CFR 60-1.42(a) and is the notice referred to in Paragraphs (1) and (3) of the "Equal Opportunity Clause"; this notice is to be included in all FDRP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

**EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW - DISCRIMINATION IS PROHIBITED
BY THE CIVIL RIGHTS ACT OF 1964 AND BY EXECUTIVE ORDER NO. 11246**

Title VI of the Civil Rights Act of 1964 - Administered by:

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin by Employers with 75 or more employees, by Labor Organizations with a hiring hall of 75 or more members, by Employment Agencies, and by Joint Labor-Management Committees for Apprenticeship or Training. After July 1, 1967, employers and labor organizations with 50 or more employees or members will be covered; after July 1, 1968, those with 25 or more will be covered.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

2401 E Street NW, Washington, D.C. 20506
Executive Order No. 11246 - Administered by:

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

By all Federal Government Contractors and Subcontractors, and by Contractors Performing Work Under a Federally Assisted Construction Contract, regardless of the number of employees in either case.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

**THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
U.S. Department of Labor, Washington, D.C. 20210**

**APPENDIX F TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

[Note: These specifications have been extracted from 41 CFR 60-4.3(a) and are applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; these specifications are to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors

must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the BEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**APPENDIX G TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

**CERTIFICATION OF COMPLIANCE WITH 41 CFR 60-1.7; REPORTS AND OTHER REQUIRED
INFORMATION**

[Note: This certification is required by 41 CFR 60-1.7(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by CITY OF NMB, which
(insert the name of the Owner)
expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that:

- (1) I have / have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and
- (2) if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I have / have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official) 7-25-2011
(Date)

JOHN F. RICHARDS, VICE PRESIDENT
(Name and Title of Authorized Official [Print or Type])

LMAK PIPE REPAIR LLC
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

1131 NW 55th ST. FORT LAUDERDALE, FL 33309 ⁹⁵⁴⁻⁷⁷²⁻⁰⁰⁷⁵

(Address and Telephone Number of Prospective Construction Contractor or
Subcontractor [Print or Type])

20-ADA2534

(Employer Identification Number of Prospective Construction Contractor or
Subcontractor)

**APPENDIX H TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS**

CERTIFICATION OF NONSEGREGATED FACILITIES

[Note: This certification is required by 41 CFR 60-1.8(b) and is applicable to all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000; this certification is to be included in all FDEP-assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

This certification relates to a construction contract proposed by CITY OF NAMB
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State revolving fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor. I certify that I do not and will not maintain any facilities I provide for my employees in a segregated manner and that I do not and will not permit my employees to perform their services at any locations under my control where segregated facilities are maintained.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

J. F. RICHARD (Signature of Authorized Official) 7-25-2011 (Date)

JOAN F. RICHARD, Vice President
(Name and Title of Authorized Official [Print or Type])

LMK PIPE RENEWAL LLC
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

1131 NW 53rd St, Ft. Lauderdale, FL 33309 954-772-0075
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

20-4042534
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX I
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

Davis Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. EPA shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EPA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EPA or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and EPA or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), EPA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EPA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EPA or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records

which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to EPA or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to EPA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of EPA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman=s hourly rate) specified in the contractor=s or subcontractor=s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice=s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice

classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in

any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination, Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EPA or its designee, the U. S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part Whoever, for the purpose of . . . influencing in any way the action of such Administration. . . makes, utters or publishes any statement, knowing the same to be false. . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

11. Complaints, Proceedings, or Testimony by Employees.

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or

instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the

Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for PICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe

benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The

owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.



LMK TECHNOLOGIES®

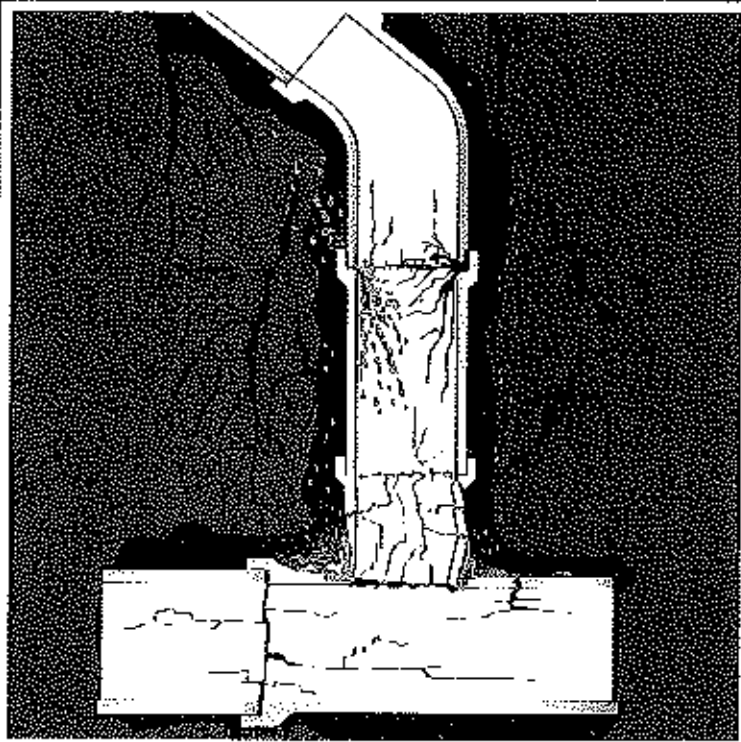
PERFORMANCE LINER®

CIPP LATERAL
CONNECTION SOLUTIONS

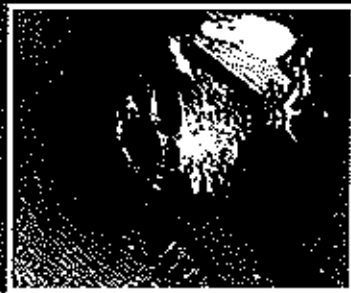
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T-LINER®

THE PROBLEM



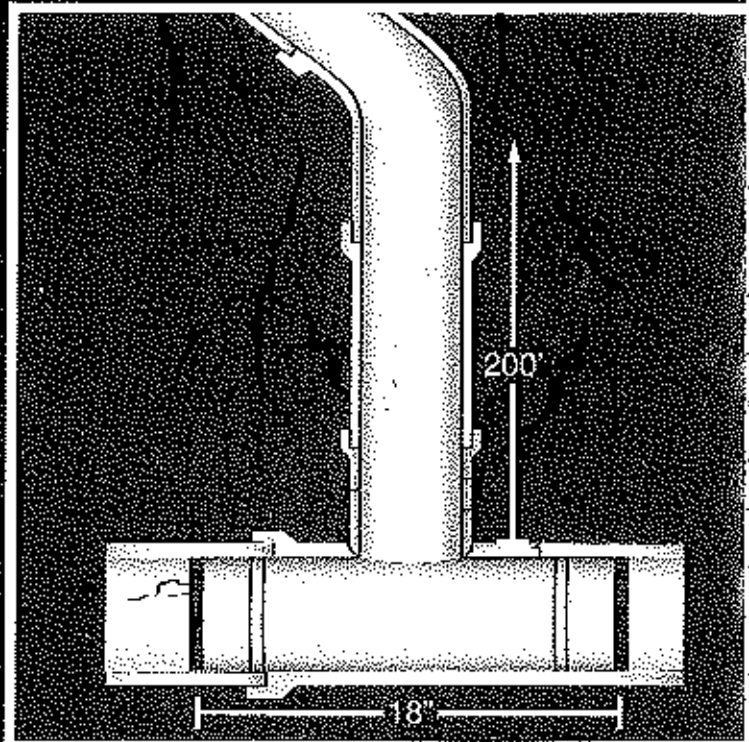
Laterals have been constructed using a variety of construction materials and constructed using poor installation methods that allow root intrusion and water infiltration. Mainlines are renewed from manhole to manhole using fold & form, spiral wound and CIPP linings. Cities and specifying engineers have



been told for years that the resin used in CIPP has "glue-like qualities" and that it bonds to the inside of the main pipe. The truth is, ground water migrates behind mainline linings and re-enters the collection system at service connections.



T-LINER®



The end result is a one-piece, structural, new continuous Main/Lateral CIPP that eliminates root intrusion and infiltration, and is engineered to resist compressive hoop stress. Every T-Liner® is permanently marked with "Lateral Identification" as described in the ASTM F2561-06 Standard Practice for Rehabilitation of a Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured in-Place Pipe.



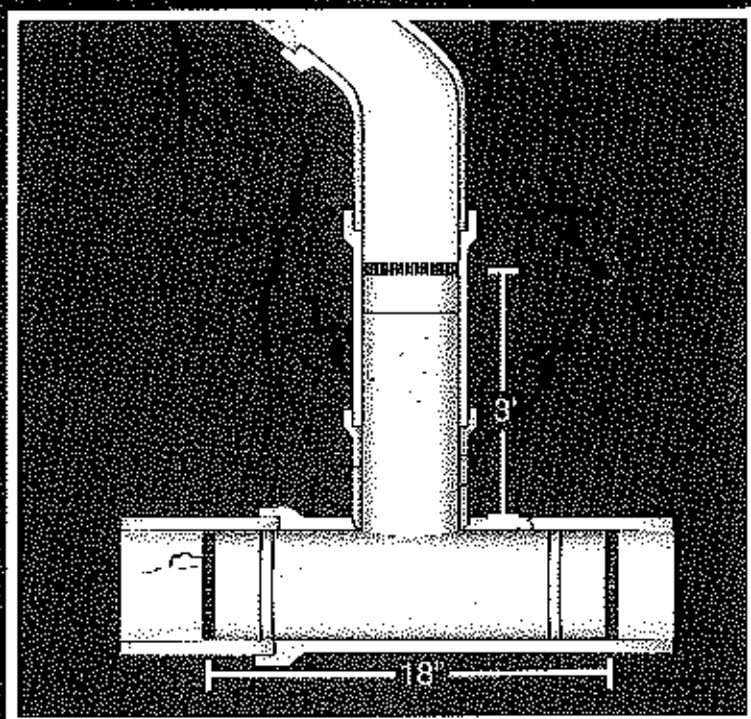
Link Pipe Renewal D.O.M.-122309
Size: 8"x6"x24' T-Liner SN 42795

Address: 1012 Guava Isle
Mfg Code: 14pvcx4.5nx18nx14pvcx4.5nxt/pu
EP

SHORTY™ & STUBBY™

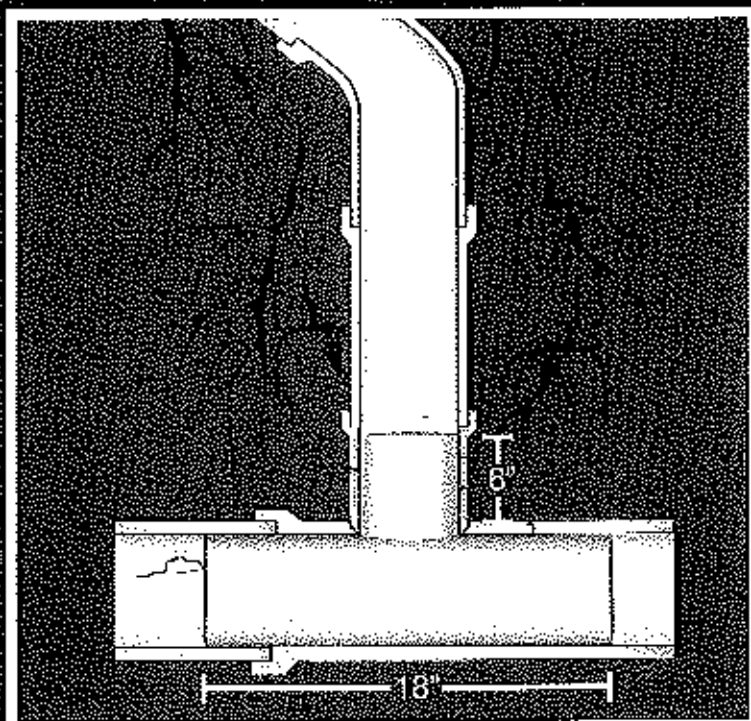
SHORTY

EMK's T-Liner® Shorty™ system is a one-piece, structural, stand-alone homogenous Main/Lateral CIPP connection liner that extends 3 feet up into the lateral pipe. Shorty™ was designed for municipalities that want the connection sealed and the most value without the cost or legal issues associated with installing a cleanout. Shorty™ is the trenchless, one-piece, Main/Lateral CIPP Solution that utilizes Gasket Sealing Technology and all of the other unique features as found in a standard T-Liner® including vacuum impregnation, inversion installation, full-circle main liner construction, tapered ends for a smooth transition, lateral identification, and a long-term sealed impervious coating, all without the need for an outside cleanout.



STUBBY

EMK's Stubby™ is a one-piece, structural, stand-alone homogenous Main/Lateral CIPP connection liner extending 6 inches into the lateral pipe. Stubby™ is installed using a TEE-shaped inflatable packer and is robotically positioned from within the main pipe. Stubby™ was designed for municipalities that needed to structurally renew and seal only the Main/Lateral junction from root intrusion and infiltration of ground water. Stubby™ provides an economic structural solution because it allows multiple connections to be sealed at the same time. The entire process is accomplished without the need for an outside cleanout.



INSTALLATION



LMK's T-LINER® is constructed from a one-piece engineered textile producing a structural Main/Lateral lining tube. The lining tube is positioned inside of the patented translucent inversion bladder. This translucent

bladder allows the installer and inspector to visually verify the liner is thoroughly saturated with a thermo-set resin during the vacuum impregnation process, therefore ensuring there are no dry spots.

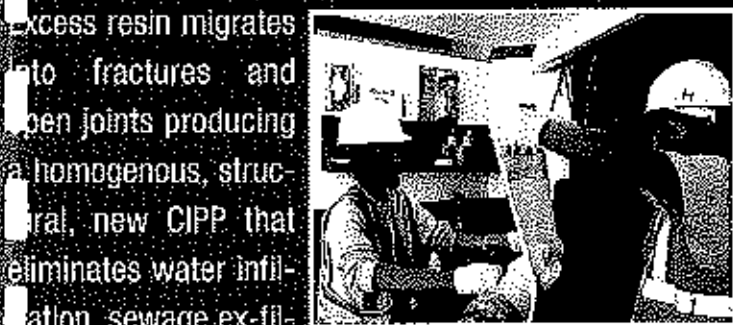
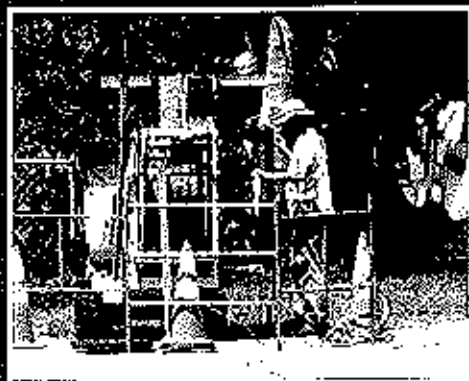
LMK's one-step liner/bladder assembly allows the simultaneous CIPP lining of the main pipe and the lateral pipe.

Excess resin migrates into fractures and open joints producing a homogenous, structural, new CIPP that eliminates water infiltration, sewage ex-filtration, and root intrusion.

The lateral lining tube and bladder are loaded into the launching hose as the main liner and bladder are wrapped around the T-launching device. The patented hydrophilic swelling O-rings are now placed around the Main lining tube. The T-Launcher is now attached to LMK's robotic positioning device and is inserted into the main pipe and positioned at the service

lateral. The mainline sheet is inflated creating a full-circle connection while embedding the hydrophilic O-rings between the liner and the host pipe. The lateral lining is then inverted up into the old lateral pipe with the bladder extending beyond the end of the liner so no cutting is required. The T-Liner® is available with a variety of proven and engineered resin systems; Polyester, Vinyl-ester, Epoxy or Silicate. The T-Liner® is cured at ambient temperatures in as little as two hours or steam cured as fast as thirty minutes.

T-Liner® can be installed in main pipe diameters ranging from 6 to 30-inches and lateral pipe diameters ranging from 3 to 12-inches while negotiating multiple bends and pipe diameter transitions. Best of all, the main and lateral portions of a T-Liner® are resin saturated, inserted, and cured all at the same time producing a truly homogenous structural lining that incorporates gasket sealing technology and provides a verifiable non-leaking connection.



T-LINER® BY LMK TECHNOLOGIES

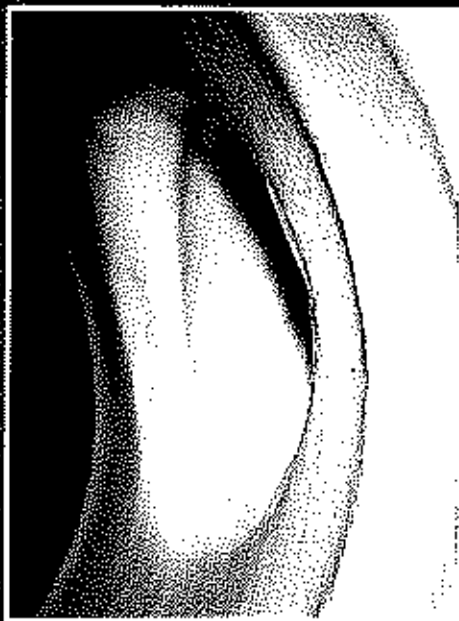
THE MOST PRECISE LONG-TERM ENGINEERED CIPP SOLUTION FOR DEFECTIVE LATERALS AND THE MAIN/LATERAL CONNECTION.

T-LINER® by LMK TECHNOLOGIES is the trenchless cured in-place pipe system being utilized in collection systems throughout the world for renewing the entire lateral and the main to lateral connection without the need of conventional excavation. With its Compression Gasket Sealing Technology and more than 50,000 successful installations, LMK's technology has been proven time and time again to be the most effective, most non-disruptive, long lasting lateral renewal system.

STRATEGIC SOLUTIONS

LMK'S T-LINER® is engineered and constructed as a one-piece homogeneous main and lateral lining. The T-liner® incorporates compressible material that forms a smooth engineered taper at all transition ends. Every T-Liner® passes a stringent 27 point quality assurance program.

LMK'S T-LINER® conforms to ASTM F2561-06 and is constructed in a cylindrical design making it a true Structural, Stand Alone "Main and Lateral" CIPP Lining. Since both the main and lateral are tubular, everyday engineering design calculations are applicable using flexural modulus, flexural strength, liner thickness, soil modulus, depth and other commonly used design factors. The T-Liner® provides a VNLC™ (verifiable non-leaking connection) by use of expanding O-rings embedded between the host pipe and the liner. This compression gasket seal is the same type of seal used for direct burry pipe and is compatible to seal with all types of piping including polyethylene and olefin based coatings that are common on CIPP linings from manhole to manhole. Other less precise lateral connection systems try to convince you their liner will bond to the pipe for 50 years, and will withstand hydrostatic pressures.



DESIGNED USING
ENGINEERING PRACTICES

ASTM - F2561-06

Standard Practice for Rehabilitation of a
Sewer Service Lateral and its connection
to the Main Using a One Piece Main and
Lateral Cured-in-Place Liner.

T-LINER®
— by LMK

You're
— Just About
There...

Keep
— Going

Gasket Sealing
Technology

18"

360°



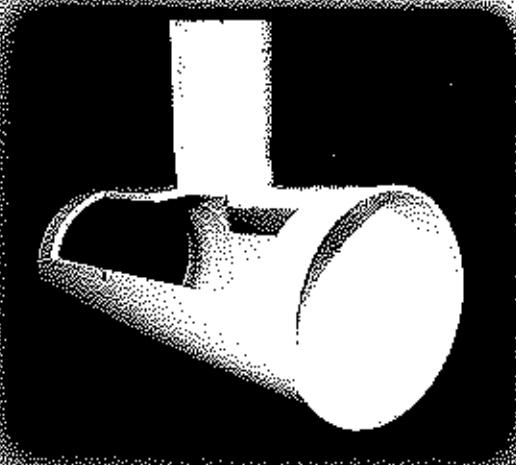
LMK TECHNOLOGIES®

1779 Chessie Lane • Ottawa, IL 61350

PHONE 815.433.1275 • FAX 815.433.0107

WWW.PERFORMANCELINER.COM

Frequently Asked Questions



What is a T-Liner®?

T-Liner® is a one-piece cured in-place main and lateral liner. It is installed from the mainline pipe and is accomplished without the need for any excavation. The liner is protected inside of a unique hose launching device. The liner inside of the protective hose is inserted into the main pipe from a manhole and pulled to the desired lateral connection. The one-piece main/lateral lining is robotically positioned using a lateral camera. Once positioned, air pressure is applied and the main portion is inflated and the lateral portion is inverted (turned inside out) up into the existing lateral pipe. A cleanout is required in order to clean the pipe and ensure that the segment to be lined is free of roots and other debris. The

cleanout is also used to insert a push camera down to the main allowing visual positioning for a perfect alignment of the liner. An existing cleanout may be used, or a new cleanout can be installed by traditional excavation or a cleanout can be installed utilizing a VAC-A-TEE®.



What is VAC-A-TEE® and how does it work?

VAC-A-TEE® is a trenchless cleanout system. The lateral is located typically by a mainline camera that projects a satellite camera up into the existing lateral pipe. The satellite camera contains a sonde that transmits a frequency which can be pin pointed from ground surface. Once the lateral has been located, a bore hole about 20" in diameter is created by using water to cut the soil and a vacuum truck to remove the soil, placing it into the vacuum truck tank so there is no large piles of dirt as typically seen in a traditional dig. This is referred to as vacuum excavation. Once the lateral pipe has been exposed through vacuum excavation, a Patented PVC saddle is prepared by applying a unique fast curing adhesive to the underside of the saddle. The saddle with a riser pipe is then introduced into the hole and the saddle is snapped onto the lateral pipe. The adhesive cures and forms a new watertight cleanout. The riser pipe is filled with 6-feet of water performing an exfiltration leak test. A diamond core bit saw is then used to cut open the crown of the pipe. The VAC-A-TEE® system will work with a variety of pipes including VCP, Orange Burg, PVC, and Cast Iron.

How far can the T-Liner® go up a lateral?

The T-Liner® has been used to renew laterals as far as 200' in one continuous inverted liner from the mainline.

Can the T-Liner® transition from a 6" lateral to a 4" lateral?

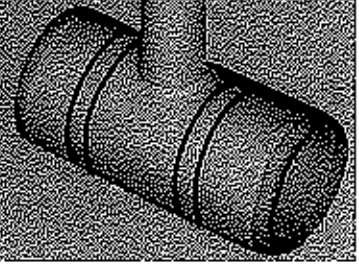
Yes, T-Liner® is custom tailored to fit the pipe for transitioning from one pipe size to another.

What size main pipes will the T-Liner® work in?

T-Liner® works with main pipe sizes ranging from 5.5 to 24 inches.

What size laterals will the T-Liner® work in?

T-Liner® works with lateral pipe sizes ranging from 3 to 8 inches.



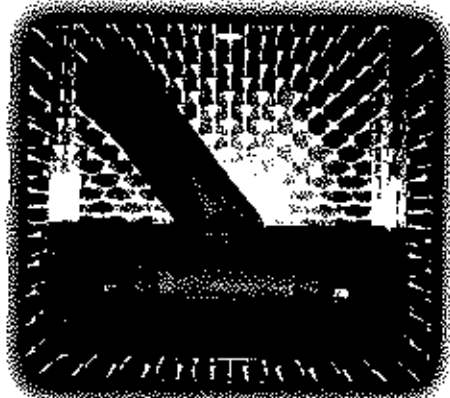
We're Breaking New Ground Without Breaking Any

How much will the T-Liner® reduce the pipe diameter?

The liner wall thickness is 3mm (1/8") for a 4" pipe leaving a pipe diameter of 3.75", and the liner wall thickness is .5mm (3/16") for a 6" pipe leaving a pipe diameter of 5.625".

Is this reduced pipe diameter a bad thing?

Typically, the flow rate is increased even though the inner diameter has been slightly reduced.



Will a T-Liner® work in a WYE shaped connection?

Yes. T-Liner® is manufactured in either a Tee Shape or a WYE Shape.

How do you cut the end of the liner open?

There is no cutting required since the liner is open ended. The liner and bladder are inverted together as a liner/bladder assembly. The bladder is longer than the liner, so when the liner is fully inverted, the bladder continues to invert at least another 12-inches, thus keeping the end of the liner open.

What is the method of resin saturation?

We use a patented vacuum impregnation system. The bladder is translucent and the liner is inside of the bladder when the resin is added to the liner during the vacuum impregnation process. Since the bladder is translucent, our workers and the project inspector can visually verify the liner is thoroughly saturated with no dry spots.

How long does a T-Liner® take to cure?

Typically two (2) hours ambient cure or 30 minutes steam cure.

Will the T-Liner® negotiate 90-degree bends?

Yes. A variety of lining materials are available for specific pipe conditions such as multiple bends.

Will the liner wrinkle at bends?

Wrinkling at bends is common for cured-in place pipe. However, new flexible lining materials with superior elasticity allow liners to negotiate bends and reduce wrinkling. If the bend is a sweeping fitting, minimal or no wrinkling may be achieved. If the fitting is a hard bend, the liner will most likely produce wrinkling on the inside curve of the bend. The type of lining materials and inversion pressures greatly affect wrinkling in bends.

Do you need to grout first?

If infiltration is excessive, grout is required prior to installing the T-Liner®.

How many can be installed in a day?

Typically 4-6 T-Liners® can be installed by a knowledgeable crew.

Will a cable cleaning machine hurt the T-Liner®?

There is no record or report of cable cleaning equipment damaging a T-Liner®, furthermore, once the lateral has been renewed, there is no need for cable cleaning tools.

Will the T-Liner® stick to the host pipe?

Sometimes liners stick and some times they do not stick. How do you verify the bond strength between a liner and the host pipe? No manufactured CIPP product or installation contractor can tell you when the liner sticks and how well it is stuck to the pipe. There is grease in sewer pipes which has a serious effect on adhesion. Some sewer pipes are made of polyethylene, and even some CIPP mainline-linings have an inner polyethylene (PE) coating. What sticks to polyethylene? NOT MUCH!

ground."



CYLINDER DESIGN ONE-PIECE MAIN AND LATERAL

The T-Liner® is a full circle sleeve that fits tight against the old pipe with extra resin that migrates and mechanically locks the liner into the existing pipe open joints, fractures and other defects. However, since adhesion cannot be verified and some pipe or pipelining materials resist adhesion, the T-Liner system incorporates four (4) hydrophilic O-rings (2 on each side of the lateral connection) as part of a uniquely designed compression gasket sealing system.

The O-rings are embedded between the existing pipe and the new liner. The O-rings swell in the presence of water providing a compression seal with all pipe types. LMK Bands are patented.

Will the T-Liner® stop infiltration?

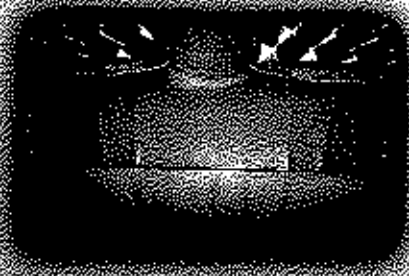
Yes, the T-Liner® is a water-tight new main/lateral lining.

Will the T-Liner® stop roots?

Yes, the T-Liner® is a root-tight new main/lateral lining.

Is the T-Liner® chemical resistant?

Yes. We can design our liner to withstand a variety of chemicals and heat. LMK has an engineering staff that will design the liner specifically for your project. Our liner has been tested in accordance with ASTM D5813 chemical resistance testing.



Does the resin have a strong chemical smell?

The T-Liner® can be used with a variety of thermo-set resins. These include: Polyester, Vinylester, silicate and epoxy. The silicate and epoxy resins are very low odor.

How long will the T-Liner® last?

The T-Liner® has an engineered service life of 100 hundred years as certified by a PEED/PE licensed in the State of Georgia required by the City of Atlanta. The anticipated service life is based on extrapolation of testing data of the liners physical properties.

What is the average cost of a T-Liner®?

T-Liner® is priced anywhere from \$1,800 to \$5,000 based on the variables of each installation, including the quantity of one versus one hundred. How many liners per set-up will vary the price of installation? As for the liner itself, price is determined by the diameter of the main and the length and the diameter of the lateral.

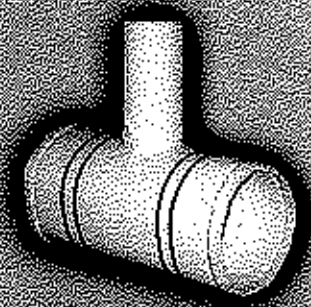
WHAT IS THE DIFFERENCE BETWEEN A T-LINER® AND A HAT DESIGN?

T-Liner® has a 16" long full circle sleeve in the main pipe, vs.

a) Hat configured liner has a small collar or flange.

T-Liner® being a cylinder shape stands alone like a pipe, and allows engineers to design its structural capabilities for withstanding soil loading and hydrostatic pressures, vs.

a) Hat designed liners do not stand alone, rather it is designed to cling or hang on to the main pipe. Engineered design calculations are based on flexural calculations do not include gluing hats to greasy pipes or polyethylene pipes.



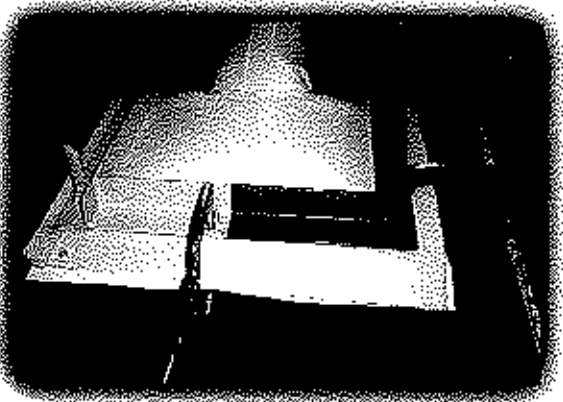
T-Liner® is designed to renew the lateral and to make a structural, water tight connection to the main. The main portion of the T-Liner® is similar to a full length cured in-place pipe running from manhole to manhole, but is only 16" long positioned at the lateral opening. A T-Liner® covers up to 6 inches on either side of a 4" and is 5 inches on either side of a 6" lateral opening, vs.

a) Hat designed liners are glued to the main pipe around the perimeter of the lateral opening. This process is similar to lining the main pipe from manhole to manhole, but only lining the crown of the pipe. There is no support or structural renovation to the old pipe. It is all based on glue.

ARE THERE T-LINER® KNOCKOFFS?

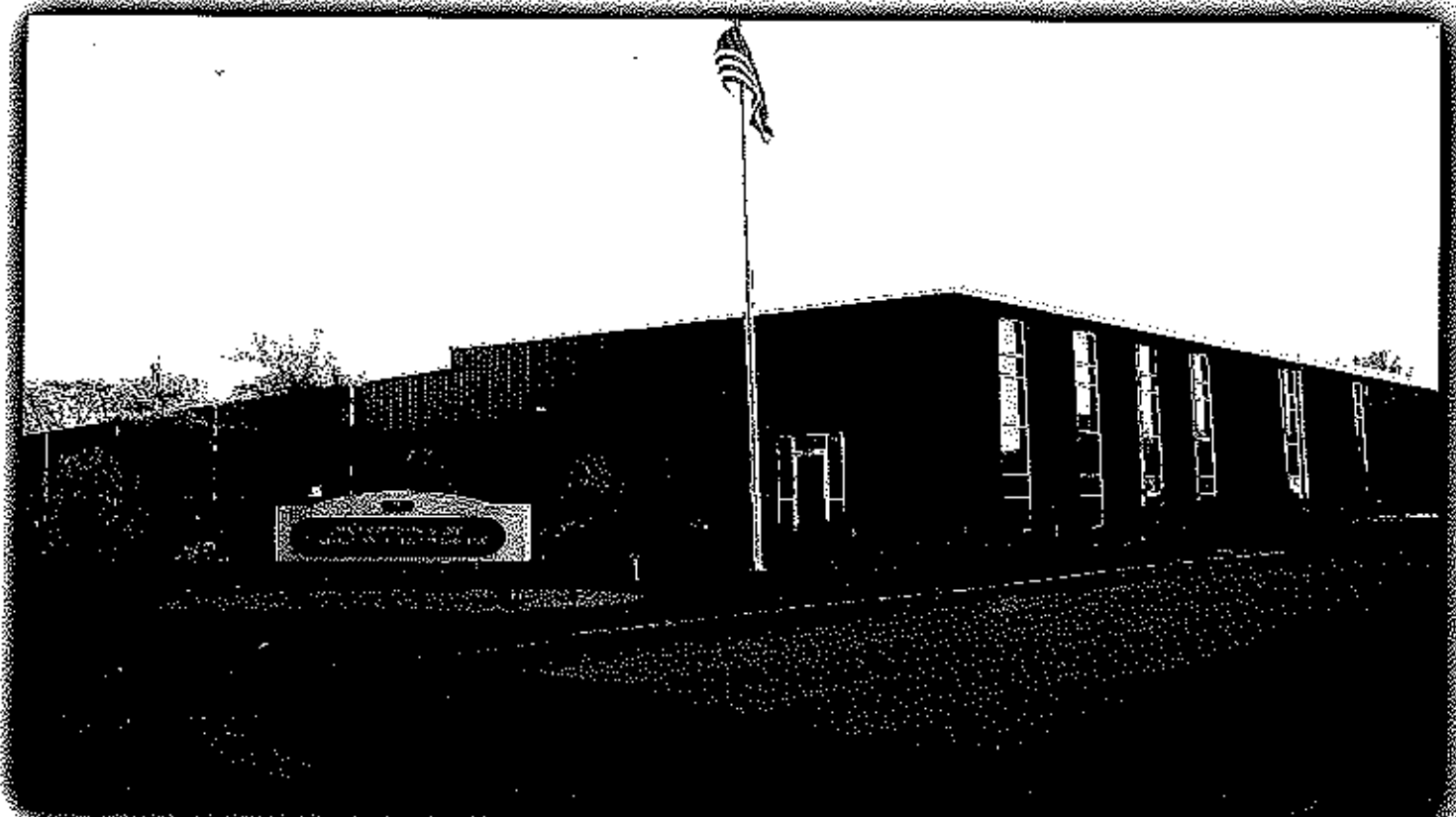
Yes, but you will know a real T-Liner® by the following features:

- One-piece continuous main/lateral construction extending up the lateral as far as 200'.
- Lateral Identification marking the lining with the building address.
- Compression gasket sealing technology using 4-hydrophilic O-rings.
- Flat sheet is stitched/ thermally welded to lateral tube. Flat sheets form a 16 inch main tube.
- Compressible ends and three terminating points provide a smooth transition.
- A liner/bladder assembly where the lining is resin saturated within a translucent bladder.



The T-Liner® is a patented one-piece main and lateral lining system. This is accomplished by stitching and thermal welding the main and lateral forming a one-piece main/lateral lining that is continuous in length. Every T-Liner® manufactured by LMK is subjected to a factory air test of 5 PSI, vs.

a) Knockoff systems are two pieces and they rely on the resin to glue or bond the two liners into one. These type of linings cannot be air tested prior to installation.



Seventh Order of Business

BID TITLE AQUATIC HERBICIDES
 OPEN DATE Sept. 10, 2015
 OPEN TIME 10:00 AM
 BUYER C.S.I.D.

Failure to file within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. All bids accepted by the District are subject to the District's terms and conditions. Any and all terms and conditions submitted by bidders will be rejected and shall have no force and/or effect.

OPEN BY RANDY FREDERICK
 TABULATED BY SHAWN FRANKENHAUSER
 VERIFIED BY RANDY FREDERICK

Tabulation sheet indicates unit price per gallon or per pound

Chemicals	Container Size	WINFIELD SOLUTIONS	HELENA	RED RIVER	UNIVAR	CROP PROD. SERVICES		
Glyphosate	2.1/2 Gals.	Round Up Custom 16.00	Round Up Custom 16.95	Aqua Neat 14.88	Rodeo 20.88	Aqua Neat 15.26		
Diquat	2 1/2 Gals.	Tribune 39.50	Tribune 39.69	Diquat SP2 L 44.48	Agency 79.00	Diquat SP2 L 39.58		
Cutrine Plus	2 1/2 Gals.	\$22.00	\$15.15	Cutrine FL 909 15.65	No bid	\$14.98		
Induce	2 1/2 Gals.	Activate Plus 14.00	Inlet 13.08	Elite Platnum 15.50	No bid	Activate 90 14.92		
Hydrothol 191	2 1/2 Gals.	\$63.74	63.28	No bid	No bid	\$65.48		
Aquathol K	2 1/2 Gals.	\$63.00	60.98	No Bid	No bid	\$63.04		
Aquathol S K	20 lbs Bag	\$16.00	15.71	No Bid	No bid	\$16.18		
2, 4-D	2 1/2 Gals.	\$14.00	DMA 4 IVM 14.00	Weed Destroy AM-40 13.48	No bid	\$13.60		
Clipper	5 lbs Pail	139.3	139.3	139.3	No bid	139.3 includes 1# acidifier per 5# Clipper		

Winfield Solutions
 1-407-884-0111 FAX
 1-407-466-8360 TEL
 Stephanie Walters
 swalters@landolakes.com

Helena Chemical Co.
FryeM@Helenachemical.com
 1-352-567-2083 Fax
 1-352-521-3538
 Misti Frye

Red River Specialties
tina.bond@rrsi.com
 1-407-808-2035
 Tina Bond

Crop Prod. Services
Paul.Mason@CPSGU.com
 1-321-226-0213 Fax
 1-407-718-9154
 1-863-439-1569 Warehouse

Eighth Order of Business

Coral Springs Improvement District

Water and Sewer Enterprise Fund

**Proposed Budget
FY 2015/2016**

**September 21, 2015
Board of Supervisors Meeting**

**Coral Springs Improvement District
Water and Sewer Enterprise Fund**

Proposed Budget
Fiscal Year Ending 2016

Description	Adopted Budget FYE 2015	Actual thru 3/31/2015	Projected Next 6 Months	Total Projected thru 9/30/2015	Proposed Budget FYE 2016
REVENUES:					
Water Revenue	\$ 6,467,008	\$ 3,253,997	\$ 3,253,997	\$ 6,507,994	\$ 6,467,008
Sewer Revenue	5,852,977	2,943,944	2,943,944	5,887,888	5,852,977
Standby Revenue	1,872	1,256	616	1,872	1,872
Processing Fees	12,000	9,720	2,280	12,000	12,000
Lien Revenue Fees	9,000	7,800	1,200	9,000	9,000
Delinquent Fees	45,000	26,200	18,800	45,000	45,000
Contract Utility Billing Services	53,314	101,005	101,004	202,009	55,979
Contract HR & Payroll Services	11,463	5,732	5,731	11,463	11,807
Facility Connection Fees	-	-	-	-	-
Meter Fees	1,000	1,625	-	1,625	1,000
Line Connection Fees	-	300	-	300	-
Interest Income-Restricted	-	251	251	502	-
Interest Income-Operations	-	12,405	12,405	24,810	-
Rent Revenue	57,583	28,792	28,791	57,583	58,951
Technology Sharing Revenue	22,000	13,000	13,000	26,000	15,000
Misc. Revenue	12,000	33,445	6,000	39,445	12,000
Renewal & Replacement	452,000	85,581	366,419	452,000	313,800
Carryforward of Prior Year Fund Balance	553,899	-	-	-	-
Total Revenues	13,551,116	6,525,053	6,754,438	13,279,491	12,856,394
EXPENDITURES:					
Debt Service:					
Principal					
2007 Series	1,125,000	562,500	562,500	1,125,000	1,170,000
Interest					
2007 Series	1,978,156	989,078	989,078	1,978,156	1,935,969
Sub-Total Debt Service	3,103,156	1,551,578	1,551,578	3,103,156	3,105,969

**Coral Springs Improvement District
Water and Sewer Enterprise Fund**

Proposed Budget
Fiscal Year Ending 2016

Description	Adopted Budget FYE 2015	Actual thru 3/31/2015	Projected Next 6 Months	Total Projected thru 9/30/2015	Proposed Budget FYE 2016
Administrative:					
Salaries and Wages	818,286	404,398	404,398	808,796	836,228
Temporary Help	-	-	-	-	-
Special Pay	2,025	1,951	-	1,951	1,992
FICA Taxes	62,599	30,618	30,618	61,236	63,972
Pension Expense	81,827	38,953	38,953	77,906	91,985
Health Insurance	121,613	65,748	65,748	131,496	150,132
W. C. Insurance	5,498	771	771	1,542	5,478
Unemployment Compensation	3,000	-	-	-	1,000
Engineering Fees	24,000	10,090	12,000	22,090	24,000
Trustee/Other Debt Expenses	17,500	1,600	13,011	14,611	14,911
Legal Fees	30,000	5,141	5,141	10,282	12,000
Special Consulting Services	35,000	-	-	-	25,000
Travel & Per Diem (Board)	6,000	-	1,500	1,500	4,500
Annual Audit	11,100	11,100	-	11,100	11,400
Actuarial Computation-OPEB	3,315	3,315	-	3,315	3,315
Management Fees	76,385	38,193	38,192	76,385	78,676
Telephone Expense	7,500	4,199	4,199	8,398	8,400
Postage	58,000	19,397	19,397	38,794	42,000
Printing & Binding	32,200	11,478	8,903	20,381	17,575
Electric	12,320	5,636	5,636	11,272	12,320
Rentals and Leases	3,800	2,833	2,833	5,666	6,000
Insurance	13,578	6,172	6,172	12,344	13,654
Repair and Maintenance	17,600	7,300	7,300	14,600	14,850
Legal Advertising	3,000	1,442	1,442	2,884	3,000
Other Current Charges	19,500	3,592	3,592	7,184	19,500
Merchant Fees	54,000	25,522	25,522	51,044	53,400
Computer/Technology Expenses	60,000	13,481	13,481	26,962	30,000
Electronic Document Storage (EDS)	20,000	-	-	-	5,000
Toilet Rebate	14,850	7,722	7,128	14,850	14,850
Office Supplies	8,400	6,945	3,000	9,945	9,900
Dues, Subscriptions, et al	12,100	3,912	3,500	7,412	10,000
Promotional Expenses	6,705	4,509	4,509	9,018	14,000
Capital Outlay	-	-	10,997	10,997	-
Sub-Total Administrative	1,641,701	736,018	737,943	1,473,961	1,599,038

Coral Springs Improvement District
Water and Sewer Enterprise Fund

Proposed Budget
Fiscal Year Ending 2016

Description	Adopted Budget FYE 2015	Actual thru 3/31/2015	Projected Next 6 Months	Total Projected thru 9/30/2015	Proposed Budget FYE 2016
<u>Plant Operations</u>					
Salaries and Wages	1,564,428	723,597	723,597	1,447,194	1,610,893
Special Pay	2,594	2,546	-	2,546	3,082
FICA Taxes	119,679	55,266	55,266	110,532	123,236
Pension Expense	154,306	71,508	71,508	143,016	177,197
Health Insurance	287,520	140,207	140,207	280,414	296,973
W.C. Insurance	54,598	22,304	22,304	44,608	56,220
Water Quality Testing	102,229	50,494	50,494	100,988	113,229
Telephone	7,740	3,566	3,566	7,132	7,572
Electric	686,404	326,229	326,229	652,458	656,379
Rentals and Leases	6,400	2,829	2,829	5,658	11,700
Insurance	233,556	100,717	100,717	201,434	151,774
Repair & Maint-General	708,861	138,931	141,931	280,862	377,261
Repair & Maint-Filters for Water Plant	53,635	990	990	1,980	36,630
Sludge Management-Sewer	234,589	65,200	65,200	130,400	188,520
Rentals and Leases			-	-	
Advertisement (Employment)	6,000	-	-	-	6,000
Office Supplies	6,540	1,017	1,017	2,034	4,500
Oper Supplies-General	34,300	30,294	30,294	60,588	43,200
Oper Supplies-Chemicals	460,436	167,651	167,651	335,302	452,373
Oper Supplies-Uniforms	8,290	2,918	2,918	5,836	8,290
Oper Supplies-Motor Fuels	179,605	24,523	24,523	49,046	179,505
Dues, Subscriptions, Et al	26,950	7,605	7,605	15,210	32,987
Capital Outlay	554,195	8,555	-	8,555	422,876
Renewal & Replacement Expense	352,000	85,580	263,338	348,918	313,800
<i>Sub-Total Plant Operations</i>	5,844,855	2,032,527	2,202,184	4,234,711	5,274,197

**Coral Springs Improvement District
Water and Sewer Enterprise Fund**

Proposed Budget
Fiscal Year Ending 2016

Description	Adopted Budget FYE 2015	Actual thru 3/31/2015	Projected Next 6 Months	Total Projected thru 9/30/2015	Proposed Budget FYE 2016
Field Operations					
Salaries and Wages	645,086	308,604	308,604	617,208	751,892
Temporary Help	-	-	-	-	-
Special Pay	1,731	1,678	-	1,678	1,893
FICA Taxes	49,351	23,432	23,432	46,864	57,522
Pension Expense	64,509	29,693	29,693	59,386	82,710
Health Insurance	142,212	67,437	67,437	134,874	217,652
W.C. Insurance	30,063	9,141	9,141	18,282	35,039
Naturescape	4,410	-	4,410	4,410	4,542
Telephone Expense	12,000	4,678	4,804	9,482	9,900
Electric	112,305	51,351	57,503	108,854	110,337
Rent Expense	-	7,226	7,240	14,466	13,500
Rent Expense-SCADA	56,040	28,020	28,020	56,040	56,040
Insurance	41,490	14,821	14,821	29,642	18,920
Repairs and Maintenance	198,666	99,779	57,300	157,079	144,262
Meters-Replacement Program	86,946	-	-	-	8,031
Meters-New Connections	-	-	-	-	3,632
Meters-Supply Costs	4,000	-	-	-	-
Office Supplies	1,200	1,267	554	1,821	2,100
Oper Supplies-General	20,500	37,898	11,219	49,117	30,500
Oper Supplies-Uniforms	5,810	1,994	2,103	4,097	5,810
Oper Supplies-Motor Fuels	25,975	6,926	21,506	28,432	25,975
Dues, Licenses, & Schools	2,694	1,657	431	2,088	1,336
Capital Outlay	46,100	4,270	40,000	44,270	985,000
Renewal & Replacement	100,000	-	100,000	100,000	-
Sub-Total Field Operations	1,651,088	699,872	788,218	1,488,090	2,566,593
Total Operating Expenditures	9,137,644	3,468,417	3,728,345	7,196,762	9,439,828
Required Reserve for Renewal and Replacement	1,000,000	500,000	500,000	1,000,000	-
Total Operating Expenditures & Reserves	10,137,644	3,968,417	4,228,345	8,196,762	9,439,828
Available for Debt Service	3,413,472	2,556,636	2,526,093	5,082,729	3,416,566
Debt Coverage Required 1.10		1.10		1.64	1.10
Debt Service Requirement 1.00		3,103,156		3,103,156	3,105,969
Projected Surplus .10	\$ 310,316			\$ 1,979,573	310,597
	3,413,472				3,416,566

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

REVENUES:

Water Revenue

The estimated amount that will be billed to users of the water system of the District is determined by the utility rate agreement. Based on prior year revenues the water revenues are projected to be \$6,467,008.

Sewer Revenue

The estimated amount that will be billed to users of the wastewater system of the District is determined by the utility rate agreement. Based on prior year revenues the sewer revenues are projected to be \$5,852,977.

Standby Revenue

The standby charge is applied to each lot, parcel or tract, which has been reserved for water and sewer capacity. The standby charges for this Fiscal Year are based on 6 units per month @ \$26 per unit. The amount projected for this Fiscal Year is \$1,872.

Processing Fee Revenue

A processing fee of \$20 is charged to each new utility account. Based on the District's history of new accounts, the projected amount for this fiscal year is \$12,000.

Lien Information Fees

The Board adopted a \$25 charge for an estoppel letter. Based on the prior years' history of estoppel letters, the estimated amount for this fiscal year is \$9,000.

Delinquent Fee Revenue

The District levies a \$20 late fee to customers who receive a hand delivered delinquent notice and disconnect notice on their account. Based on the history of delinquent accounts in the past the projected amount for this fiscal year is \$45,000.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

REVENUES (Continued):

Contract Utility Billing Revenue

The District contracts out utility billing services for the benefit of cost sharing. This fiscal year the District expects to receive \$55,979.

Contract HR & Payroll Services

The District provides human resource and payroll services to other Districts based on fees established under interlocal agreements. Budgeted fees are \$11,807.

Facility Connection Fees

Represents the amount collected for new connections. The amount projected for this Fiscal Year is zero and is based on no new connections.

Meter Fees

Represents the amount collected for meter fees based on the size of the meter. This Fiscal Year the amount projected is based on \$1,000 for a single family residence.

Line Connection Fees

Represents the amount collected for new connections. The amount projected for this Fiscal Year is zero and is based on no new connections.

Interest Income

Interest is earned on cash balances in the District's funds on deposit in checking, money market, trust accounts, and various certificates of deposit. Due to the current low interest rate environment, no interest is being budgeted.

Rent Revenue

This line item represents the lease of office space to perform work on other District's. The total revenue from this source is \$58,951.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

REVENUES (Continued):

Technology Sharing

The District owns an IBM AS-400 computer system as well as a suite of proprietary software programs. Technology sharing is the revenue associated with the performance of duties on the District's system, phone, fax, ISP and other technology hardware, used for the benefit of the District. The amount being reimbursed by other funds is \$15,000.

Misc. Revenues

Represents miscellaneous fees charged to customers for NSF, meter boxes, repairs and other services provided to customer by the District. Based on prior years' experience, this amount is projected to be \$12,000.

Renewal & Replacement

Funds accumulated in prior years will be used in the budget year for payment of various renewal and rehabilitation projects in the amount of \$313,800.

Carryforward of Prior Year Fund Balance

No amounts are being budgeted for carryforward to FYE 2015/2016.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

<u>ADMINISTRATION EXPENDITURES:</u>
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Debt Service:

Principal & Interest Expense

See Attached Schedule, Exhibit "A".

Administrative:

Salaries and Wages

The total amount of budgeted wages for this Fiscal Year is \$836,228.

Special Pay

Special pay is a holiday bonus based on the employee's number of years of service. This year's expense is \$1,992.

FICA Taxes

FICA tax is established by law and the current rate is 7.65%. Based on salaries of \$836,228 the amount projected for FICA tax is \$63,972.

Pension Expense

The pension plan was established whereby the employer contributes 6% of each employee's salary into a pension plan with other funds available to match contributions made by the employee to the deferred compensation plan. Based on salaries of \$836,228 the amount projected for pension expense is \$91,985.

Health Insurance

The District offers each employee Health, Life, Dental and Disability Insurance. The amount budgeted is \$150,132.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

ADMINISTRATION EXPENDITURES (Continued):

Worker’s Compensation Insurance

The District Worker’s Compensation policy is currently with Preferred Governmental Insurance Trust. The projected amount for this Fiscal Year is \$5,478.

Unemployment Compensation

Unemployment compensation is expected to be \$1,000.

Engineering Fees

The District currently has a contract with Globaltech, to provide general engineering services not related to or associated with any specific capital improvement project. The contract includes preparation for monthly meetings, monthly reporting, and responses to requests from the Board. Based on anticipated general engineering work the fees are not expected to exceed \$24,000.

Trustee Fees/Other Debt Expense

This expense includes charges associated with the currently existing outstanding bond issues. Pending bond fees & arbitrage costs are not included in this listing.

Trustee Fees	2007 Series	13,011
Dissemination Fees	2007 Series	1,000
Arbitrage Rebate	2007 Series	900
Total Expenses		\$14,911

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

ADMINISTRATION EXPENDITURES (Continued):

Legal Fees

The District currently has a contract with Lewis, Longman and Walker, PA as legal counsel for the District. This contract includes preparation for monthly board meetings, contract review, etc. In addition, the District expects to have additional expenses with changes to District codification. This year's budget is not expected to exceed \$12,000.

Special Consulting Services

The District may need to engage a consultant that specializes in legislative codification matters that would amend the current charter. Included in those matters are bidding threshold requirements, efficiencies, gains, and benefits inherent in contract administration. The anticipated cost for these special services is \$25,000.

Travel and Per Diem

This expense represents travel expenses for the Board of Supervisor's. The budgeted amount for this fiscal year is \$4,500.

Annual Audit

The District's auditing firm is Keefe, McCullough & Co., LLP. Based on the current activity level this amount should not exceed \$11,400.

Actuarial Computation-OPEB

Florida state statutes require the employer to make health coverage available to retirees at the employer's group rate. GASB 45 requires a periodic actuarial assessment of the cost and liability associated with these benefits. The budgeted fee is \$3,315.

Management Fees

This service includes management and financial advisory services provided to the District under the Management Contract with Severn Trent Services. This fiscal year the expense is \$78,676.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

ADMINISTRATION EXPENDITURES (Continued):

Telephone

Telephone Service, fax machine and long distance calls are included under this expense. Based on the prior years' experience, the amount should not exceed \$8,400.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, utility bills, etc.

Utility Billing	\$27,000
Administrative	2,000
Accounting/Finance	3,000
Special Mailings	<u>10,000</u>
Total	\$42,000

Printing and Binding

Stationary, utility billing forms, personnel forms, envelopes, photocopies, etc.

Utility Billing	10,000
Administrative	1,500
Accounting	500
Annual Water Quality Report	2,575
Personnel Department	1,000
Marketing Materials	2,000
Total	<u>\$17,575</u>

Electric

This expense includes the electric service for the Administrative Building. Based on prior years' expense the projected amount for this Fiscal Year is \$12,320.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

ADMINISTRATION EXPENDITURES (Continued):

Rentals and Leases

The following charges are being budgeted in the fiscal year:

Copier Leases	\$ 5,280
Mail Machine	720
Total	\$ 6,000

Insurance

The District retains Egis Insurance & Risk Advisors as our Insurance Agent, who on a yearly basis arranges the placement of the District insurance for property, general liability, and inland marine coverage. The expected amount for this Fiscal Year should not exceed \$13,654.

Repair and Maintenance

The following expenses are anticipated for the budget year.

Pest Control	\$ 1,920
Carpet Cleaning	3,680
Office Machine's Maintenance	960
Window Cleaning	1,440
Locksmith, Security Co. etc.	600
Marble Cleaning	1,600
A/C Contract & Repairs	2,850
Other Repairs & Maintenance	1,800
Total	\$ 14,850

Legal Advertising

The District does most of its legal advertising in the Sun-Sentinel. Expenses include monthly meetings, special meetings, public hearings, request for bids, etc. Based on prior years' experience the amount should not exceed \$3,000.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

ADMINISTRATION EXPENDITURES (Continued):

Other Current Charges

Bank charges and any other miscellaneous expenses that occur during the year as follows:

Meeting Refreshments	\$ 144
Security Signature Plates	1,000
Phone System Computer Boards	5,000
Monitoring Fees	694
Employment & Drug Screening	1,800
De minimus Employee Benefits	1,536
Cleaners/Pest Control/etc.	1,200
Other Miscellaneous Charges	8,126
TOTAL	\$ 19,500

Merchant Fees

The District is charged monthly administrative fees as well as individual transaction fees on all credit card payments we receive. Based on last year's experience the projected amount should not exceed \$53,400.

Computer/Technology Expenses

This represents monthly software support & additional computer project support for this fiscal year \$30,000.

Digital Record Management

Products and Services needed to reliably and permanently store information and satisfy regulatory requirements for data and disaster recovery. The budget amount for this fiscal year should not exceed \$5,000.

Toilet Rebates

Utility bills are credited \$99 for those customers who install a qualifying toilet under the rebate program established by the District. Budgeted rebates reflect a total of 150 toilets for \$14,850.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

<u>ADMINISTRATION EXPENDITURES (Continued):</u>
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Office Supplies

Accounting, Utility Billing and Administrative Supplies such as printer cartridges, file cabinets, computer supplies, file folders, pens, pencils, cleaning supplies, paper products, etc. Based on historical experience the amount should not exceed \$9,900.

Dues, Subscriptions, Memberships

This item includes professional publications such as GAAP Guide and Florida Statutes. This expense also covers the cost for CPA continuing education requirements and license renewal, management training, and training related to new health insurance reporting requirements. The amount should not exceed \$10,000.

Promotional Expenses

The District is budgeting \$14,000 for the budget year.

Capital Outlay

No amounts have been budgeted for capital outlay.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

EXPENDITURES-PLANT OPERATIONS:

Salaries and Wages

The total amount of budgeted wages for this Fiscal Year is \$1,610,893.

Special Pay

Special pay is a holiday bonus based on the employee's number of years of service. This year's expense is \$3,082.

FICA Taxes

FICA tax is established by law and the current rate is 7.65%. Based on salaries of \$1,610,893 the amount projected for FICA tax is \$123,236.

Pension Expense

The pension plan was established whereby the employer contributes 6% of each employee's salary into a pension plan with other funds available to match contributions made by the employee to the deferred compensation plan. Based on salaries of \$1,610,893 the amount projected for pension expense is \$177,197.

Health Insurance

The District offers each employee Health, Life, Dental and Disability Insurance. The amount budgeted is \$296,973.

Worker's Compensation Insurance

Worker's compensation insurance is being budgeted for \$56,220.

Water Quality Testing

Water Quality Testing is provided by Florida Spectrum Environmental Services, Inc. This Fiscal Year the projected amount for water quality testing is \$113,229.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

EXPENDITURES-PLANT OPERATIONS (Continued):

Telephone

Telephone charges for this Fiscal Year include Bellsouth phone service for Water and Wastewater offices and Nextel phone services. The projected amount for this fiscal year is \$7,572.

Electric

The electric requirements for the plant facility and wells are based upon the operating history. Based on prior year's expense the projected amount for this Fiscal Year is \$656,379.

Rentals and Leases

The District is budgeting \$11,700 for miscellaneous equipment rentals.

Insurance

The District retains Egis Insurance & Risk Advisors as our Insurance Agent, who on a yearly basis arranges the placement of the District insurance for property, general liability, and inland marine coverage. The expense should not exceed \$151,774.

Coral Springs Improvement District
 Water and Sewer Enterprise Fund
 Proposed Budget
 Fiscal Year 2015 / 2016

EXPENDITURES-PLANT OPERATIONS (Continued):

Repairs and Maintenance-General

Repair and maintenance expenses anticipated to be spent in the fiscal year are as follows:

Water Department

Well & Wellfield Maintenance	9,000
Generator Maintenance & Repair	6,500
Instrument and Control Repairs/Calibration	23,300
Semi-Annual Vibration Analysis Program	5,500
Vehicle Maintenance	5,000
Storage Tank Repairs	20,000
Other Facility Maintenance	12,000

Wastewater Department

Reuse Feasibility Study	70,000
Deep Injection Well Feasibility Study/Plans	70,000
Semi-Annual Vibration Analysis Program	9,000
Tank Cleaning	32,500
Generator Maintenance & Repair	19,673
Vehicle Maintenance	1,500
Sludge Truck Maintenance & Repair	2,300
Meter Calibration	5,000
Painting Exterior of Plant	4,000
Water Barriers for Deep Well Pond	5,000
Other Facility Maintenance	5,200

Maintenance

Waste Pro-Trash Pick up	3,408
Lawn Maintenance Contract/Pest Control	51,880
Small Tools	1,000
Vehicle Maintenance	1,000
Other Facility Maintenance	<u>14,500</u>

Total Repairs and Maintenance	\$ 377,261
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Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

EXPENDITURES-PLANT OPERATIONS (Continued)
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Repairs and Maintenance-Filters for Water Plant

Budgeted replacement costs for various filters for the new water plant are \$36,630.

Sludge Management-Sewer

Sludge removal costs are budgeted for \$188,520.

Advertisement

This expense represents the costs to advertise for Water and Wastewater Treatment Plant Operators. Based on prior year's experience this amount should not exceed \$6,000.

Office Supplies

Paper, pens, folders, and other office supplies. The projected amount for this fiscal year is \$4,500.

Operating Supplies-General

General operating supplies include laboratory chemicals and miscellaneous tools and equipment. The projected amount is \$43,200.

Operating Supplies-Chemicals

The amount projected to be spent in this fiscal year is \$452,373.

Operating Supplies-Uniforms

Uniform purchases and rentals and safety boot allowances are budgeted at \$8,290.

Operating Supplies-Motor Fuels

Motor fuels include gasoline and diesel fuel needed for the operation of auxiliary generators. The projected amount is \$179,505.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

EXPENDITURES-PLANT OPERATIONS (Continued)

Dues, Licenses, Schools

This expense represents costs for license renewals, subscriptions, and employee licensing, books and schooling required to maintain licenses to operate for plant employees. The projected amount for this fiscal year is \$32,987.

Capital Outlay

The District is budgeting amounts to construct new utility plant projects. The total amount budgeted is \$422,876.

Renewal & Replacement

The District is budgeting \$313,800 for various utility related rehabilitation projects.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

EXPENDITURES-FIELD OPERATIONS

Salaries and Wages

The total amount of budgeted wages for this fiscal year is \$751,892.

Temporary Help

No temporary part-time assistance in the residential meter replacement program is being budgeted for the upcoming budget year.

Special Pay

Special pay is a holiday bonus based on the employee's number of year's of service. This year's expense is \$1,893.

FICA Taxes

FICA tax is established by law and currently is 7.65%. Based on salaries of \$751,892 the amount projected for FICA tax is \$57,522.

Pension Expense

The pension plan was established whereby the employer contributes 6% of each employee's salary into a pension plan with other funds available to match contributions made by the employee to the deferred compensation plan. Based on salaries of \$751,892 the amount projected for pension expense is \$82,710.

Health Insurance

The District offers each employee Health, Life, Dental and Disability Insurance. The amount budgeted is \$217,652.

Worker's Compensation Insurance

The District Worker's Compensation policy is currently with Preferred Governmental Insurance Trust. The projected amount is \$35,039.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

EXPENDITURES-FIELD OPERATIONS (Continued)
--

Naturescape Irrigation Service

Annual fee of \$4,542 is paid to Broward County for the operation of the Naturescape irrigation service.

Telephone Expense

Telephone and fax machine are budgeted annually. Based on prior year's experience the amount should not exceed \$9,900.

Electric Expense

The electric requirements (for Lift Stations) are based upon the operating history. Based on prior years' expense the projected amount for this fiscal year is \$110,337.

Rent Expense

Equipment rental, other than for SCADA, is budgeted for \$13,500.

Rent Expense-SCADA

The District will install and rent components for telemetry lift-station operation and monitoring for \$56,040.

Insurance

The District retains Egis Insurance & Risk Advisors as our Insurance Agent, who on a yearly basis arranges the placement of the District insurance for property, general liability, and inland marine coverage. The expected amount for this Fiscal year should not exceed \$18,920.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

EXPENDITURES-FIELD OPERATIONS (Continued):

Repair and Maintenance

Following is a listing of the different repairs and maintenance needed for field operations maintenance.

Vehicle Maintenance	\$	6,720
Lift Station Pump Repairs/Cleaning		68,350
Fire Hydrant Maintenance		5,000
Fire Hydrant Painting		1,000
Valve Identification & Insert Program		20,000
Back Hoe Maintenance		8,000
Street/Driveway Paving Repairs		20,000
Portable Generator Service		3,592
Other Repairs & Maintenance		<u>11,600</u>
 Total	 \$	 144,262

Meters-Replacement Program

This program was setup to replace old meters. The projected amount for this fiscal year is \$8,031 for replacement of both commercial and residential meters.

Meters-New Connections

The amount being budgeted for new connections is \$3,632.

Meters-Supply Costs

This expense is for the costs of supplies needed to install both replacement and new meters throughout the year. No amount is being budgeted for this year.

Office Supplies

Paper, pens, folders, and other office supplies. The projected amount for this fiscal year is \$2,100.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2015 / 2016

EXPENDITURES-FIELD OPERATIONS (Continued):

Operating Supplies-General

General operating supplies include laboratory chemicals and miscellaneous tools and equipment. The projected amount is \$30,500.

Operating Supplies-Uniforms

Uniform purchases and rentals and safety boot allowances are budgeted at \$5,810.

Operating Supplies-Motor Fuels

Motor fuels include gasoline and diesel fuel needed for the operation of portable generators. The projected amount is \$25,975.

Dues, Licenses, Schools

This expense represents the cost for license renewals, subscriptions, and employee licensing, books and schooling required to maintain their license to operate. The projected amount is \$1,336.

Capital Outlay

The District is budgeting for the purchase of various field related equipment totaling \$985,000.

Renewal & Replacement

No amounts are being budgeted for FYE 2015/2016.

Coral Springs Improvement District

2007 Subordinate Water and Sewer Revenue Bonds

Debt Service Schedule

Period Ending October 1	Principal Amount	Interest Amount	Total Debt Service
2008	-	1,483,617	1,483,617
2009	-	1,978,156	1,978,156
2010	-	1,978,156	1,978,156
2011	-	1,978,156	1,978,156
2012	-	1,978,156	1,978,156
2013	-	1,978,156	1,978,156
2014	-	1,978,156	1,978,156
2015	1,125,000	1,978,156	3,103,156
2016	1,170,000	1,935,969	3,105,969
2017	1,215,000	1,889,169	3,104,169
2018	1,265,000	1,840,569	3,105,569
2019	1,320,000	1,785,225	3,105,225
2020	1,380,000	1,727,475	3,107,475
2021	1,440,000	1,667,100	3,107,100
2022	1,500,000	1,604,100	3,104,100
2023	1,565,000	1,538,475	3,103,475
2024	1,635,000	1,468,050	3,103,050
2025	1,710,000	1,394,475	3,104,475
2026	1,790,000	1,317,525	3,107,525
2027	1,870,000	1,236,975	3,106,975
2028	1,955,000	1,152,825	3,107,825
2029	2,045,000	1,059,963	3,104,963
2030	2,140,000	962,825	3,102,825
2031	2,245,000	861,175	3,106,175
2032	2,350,000	754,538	3,104,538
2033	2,460,000	642,913	3,102,913
2034	2,580,000	526,063	3,106,063
2035	2,700,000	403,513	3,103,513
2036	2,830,000	275,263	3,105,263
2037	2,965,000	140,838	3,105,838
	43,255,000	41,515,732	84,770,732

Exhibit A

RESOLUTION 2015-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT ADOPTING THE WATER AND SEWER BUDGET FOR FISCAL YEAR 2016

WHEREAS, Chapter 2004-469, Laws of Florida, recodifying Chapters 70-617 and 89-419, Laws of Florida, authorizes the Coral Springs Improvement District (“District”) to construct, maintain, and operate a water treatment and wastewater treatment and collection system to serve the residents of the Coral Springs Improvement District; and

WHEREAS, pursuant to said authority, the District has constructed a water and wastewater facility from the proceeds of a General Obligation, Water and Sewer Revenue Bond Issue; and

WHEREAS, pursuant to the requirements of the Bond Resolution for said issue, the Board of Supervisors caused a budget to be prepared for the operation and maintenance of said system for Fiscal Year 2016, which by reference is made a part hereof; and

WHEREAS, notice of public hearing concerning the proposed budget was duly published as required by law; and

WHEREAS, the District Board of Supervisors (“Board”) has conducted said public hearing in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT, THAT:

Section 1. The recitals above are true and correct and are hereby made a part of this Resolution.

Section 2. The District Water and Sewer System Operating and Maintenance Budget (“Budget”), showing expected revenues of \$_____; debt service requirement of \$_____; expected operation and maintenance expenses of \$_____; such that said Budget shows a surplus of \$_____ prior to subordinate lien debt expense of \$_____; and the operation and maintenance thereof can continue through Fiscal Year 2016; said Budget is hereby adopted and certified by the Board of Supervisors of the Coral Springs Improvement District.

Section 3. A verified copy of the Budget shall be attached to this Resolution as Exhibit A and shall be included as part of the District’s “Official Record of Proceedings.”

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of Supervisors of the Coral Springs Improvement District, this 21st day of September, 2015.

Kenneth Cassel
Assistant Secretary

Martin Shank
President

Exhibit A

FY 2016 Water and Sewer Budget

Ninth Order of Business

9A.

RESOLUTION 2015-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT DESIGNATING A RECORDS MANAGEMENT LIAISON OFFICER ADOPTING A RECORDS RETENTION SCHEDULE

WHEREAS, Florida Statutes 257.36 creates the Records and Information Management Program within the State Division of Library Services, which is responsible for records management;

WHEREAS, the Coral Springs Improvement District is a local government agency subject to the requirement of Florida Statutes 257.36;

WHEREAS, Florida Statutes 257.36 requires the Board of Supervisors to designate a Records Management Liaison Officer; and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian;

WHEREAS, Florida Statutes 257.36 requires the District to establish and maintain an active and continuing program for the economical and efficient management of records;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board designates Severn Trent Services as the District’s Records Management Liaison Officer for the purposes of Florida Statutes 257.36.
2. The Board adopts the State of Florida General Records Schedule GS1-SL, as amended from time to time, as its records retention schedule, to establish and maintain an active and continuing program for the economical and efficient management of records.
3. This authorization shall be continuing in nature until revoked by the Coral Springs Improvement District.

Adopted by the Board of Supervisors this 21st day of September, 2015.

Martin Shank
President

Copy to:
Division of Library and Information
Services
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Kenneth Cassel
Assistant Secretary

9B.

Globaltech, Inc.
CSID Engineer's Report
September 12, 2015

PROJECTS UNDER CONTRACT

WA # 88 WWTP Influent Screen - In closeout

- Screen installed and in operation.

WA # 98 Storm Water Site Development Criteria – In progress

- Incorporating revision accepted by Board from workshop.

WA # 99 DIW Effluent Pumps 2 and 3 modifications – In progress

- Parts for Pump P404 have been received by AME. Pump has been assembled and is undergoing final balancing. As soon as AME is ready, motor will be pick up from CSID to be coupled with pump.

WA #101 Well 4R and 7R Construction – In progress

- Well 7R (new well). FPL has installed meter and connected new wire. Well has power. Fenced has been installed. Bacteriological testing has begun. Once testing results are available, clearance shall be submitted to Broward County Health Department.
- Well 4R (new well). Well concrete pad has been poured. Well piping has been connected and control panel has been set.
- Wells 4 and 7 (old well). Demolition of well 7 is complete and area is being restored. Well 4 abandonment and demolition to begin with completion of Well 7R.

WA #102 Canal Bank Restoration Construction – In progress.

- Sites 1 and 2 completed.
- Final cleanup and demobilization in progress.
- Evaluating alternatives for Site 1A remediation.

WA #105 – Wastewater Treatment Plant Effluent Pump Station Electrical – In progress

- Study completed. Report submitted to staff for review.

WA #106 – Lime Plant Demolition Design – In progress

- Design in progress.

WA #107 – WTP Four-Log BCHD Submittal – In agency review

- Submit application for Four-Log Virus Treatment on behalf of CSID to BCHD. Awaiting response from BCHD.

PROJECTS PENDING

- WA #108 – HSPs 5 and 6 pump and motor installation. (WA in preparation)
- WA #109 – Degasifier cleaning pump (WA in preparation)

9C.

Coral Springs Improvement District
Utility Billing Work Orders

2015	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
<i>Customer Inquiry requiring work order</i>	40	27	33	33	43	43	40	37					296
<i>Mis-Reads</i>	4	2	0	0	0	1	0	3					10
<i>Meter Calibration Tests</i>	1	2	0	0	0	0	0	0					3

2014	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
<i>Customer Inquiry requiring work order</i>	33	43	45	60	50	73	45	52	47	43	51	52	594
<i>Mis-Reads</i>	7	5	8	5	3	9	4	2	0	6	3	3	55
<i>Meter Calibration Tests</i>	0	0	0	0	0	0	1	0	0	0	0	0	1

2013	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
<i>Customer Inquiry requiring work order</i>	98	54	44	63	43	48	45	42	67	42	41	52	639
<i>Mis-Reads</i>	11	6	6	5	6	6	6	7	6	10	3	7	79
<i>Meter Calibration Tests</i>	1	1	0	3	2	1	1	0	2	0	0	1	12

**CORAL SPRINGS IMPROVEMENT DISTRICT
BOARD MEETING NOTES--Sept. 21, 2015 MEETING
WATER TREATMENT PLANT - 09/11/2015**

- ▶ As previously stated last month (see below in red), we have gotten the 1st month results from AMPS, and although we have no trending to go by yet, the results seem promising. Using well 5 as our measuring stick, because it has proven to be one of the more problematic in that it loses specific capacity (rate of flow per foot of drawdown) very quickly. This causes cavitation which effects the water quality. (Oxygen introduced into raw water reacts with hydrogen sulfide and converts to elemental sulfur which clogs sand strainers and cartridge filters.) We see after the maintenance that there is improvement in GPM production and pumping water levels which translate into improved specific capacity. The results show a 10% improvement over the previous month. Well 6, 8, and 11 also showed signs of improvement similar to well 5. Well 10 stayed pretty much even. We have every reason to believe that this maintenance program will prove successful.

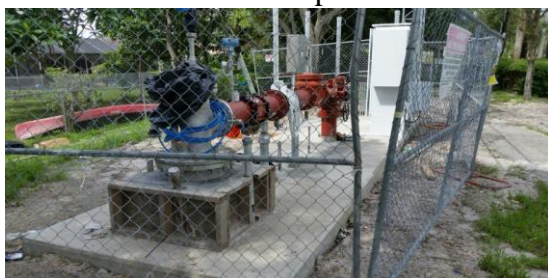
Amps has completed the 1st. round of the Well Maintenance Program we have contracted with them. The five wells we chose for this program are 5, 6, 8, 10, and 11. They have done the high pH chemical treatment, cooked for 48 hours, and collected the initial data. This will continue monthly and reports will be submitted to us by AMPS.

- ▶ Well 7R is operational and currently being sampled for final Bac-t clearance. Fence gate has been installed. Final site restorations still have to be completed.



NW looking SE at Cypress Park

- ▶ Well 4R well head and discharge piping is completed with all monitoring equipment. One of the elect. panels is completed. FPL and our electrical connections still need to be completed. The old well 4 is still being utilized but is due to be shut down next week so the tie ins to the new well can be completed.



Coral Springs Improvement District
Wastewater Department Report
September 2015 Board Meeting

Ongoing Projects

Globaltech has notified the District that they are progressing with the following approved work authorizations (WA):

WA# 88 - Replacement of Influent Bar Screen

- New bar screen was put online on Tuesday August 25, 2015. Training for the Operations and Maintenance was on Tuesday August 25, 2015 and completed on Wednesday August 26, 2015. No issues to report.

WA# 99 – Deep Well Pumps 403 and 404 Modifications

- Effluent Pump 403 was put back in operation on April 17, 2015. There are no issues to report.
- Effluent Pump 404 was disassembled on May 26th, 2015 for rebuild. The new fabricated base and frame have been installed. The new discharge valve has been installed. Awaiting Pump 404 return to reinstall.

WA #105 – Wastewater Treatment Plant Effluent Pump Station Electrical Analysis

- Final report was given to Coral Springs Improvement District on Monday August 24, 2015. A Deepwell Electrical Study Report meeting was held on September 8, 2015 between Coral Springs Improvement District and GlobalTech to discuss report. Staff will further review the report and discuss which approach will be taken.

Operations

Blower 1 bearing was replaced on Tuesday September 8, 2015. After startup of Blower 1, the manufacture representative discovered imbalance in the unit itself. Staff is in discussion with manufacture to discuss what to do to repair the unit.

Coral Springs Improvement District
Drainage Department Report
September 21, 2015 Meeting

- The bank erosion project at site #1 is completed and demobilization has begun
- Chemical bids will be presented to the board for approval
- Culvert inspections have been completed and are being reviewed by staff to determine which sites may require cleaning
- Per request by Dr. Shank, the Bio Haven floating island has been ordered

9-21-15 board meeting

Water distribution/ wastewater collection department's operations report

- * Linetec is repairing the broken hydrants that were identified at the end of our annual hydrant flushing Program.
- * Trio is almost complete with phase 2 rehab to lift station 15.
- * We have continued again with installing RG3 meters.
- * We averaged 2 2/3 water breaks per work day for the month of August.

9D.

RESOLUTION 2015-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT PROVIDING FOR THE PROVISION OF CERTAIN INSURANCE BENEFITS TO BOARD MEMBERS AND THE SPOUSES OF BOARD MEMBERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Coral Springs Improvement District (the “District”) is a special purpose, local government created pursuant to Chapter 298, Florida Statutes, and special act of the Legislature; and

WHEREAS, the District is governed by a Board of Supervisors; and

WHEREAS, the Members of the Board of Supervisors (“Board Members”) are officers of the District; and

WHEREAS, § 112.08, *Florida Statutes*, provides that special districts are authorized to provide and pay out of available funds for all or part of the premium for health and other types of insurance for officers and employees of the special district, and the spouses of such officers and employees; and

WHEREAS, the District provides certain insurance benefits to the employees of the District, but has not historically provided insurance benefits to Board Members; and

WHEREAS, the District desires to provide certain insurance benefits to the Board Members;

NOW THEREFORE, be it resolved by the Board of Supervisors of the District that the following policies regarding the extension of certain insurance coverages to Board Members are hereby adopted:

Section 1. Incorporation. The recitals set forth above are hereby incorporated herein as if fully set forth.

Section 2. Extension of Benefits. The District hereby extends health insurance, dental insurance, and eyesight insurance (hereinafter collectively referred to as “Health Insurance Benefits”) to Board Members and the spouses of Board Members under the same terms and conditions as such benefits may be extended to other District employees.

Section 3. Limitations. This Resolution does not authorize the extension of any other type of insurance or benefits to Board Members or the spouses of Board Members except the Health Insurance Benefits expressly enumerated herein. Unless otherwise expressly authorized, Board Members and their spouses are not eligible to receive other types of insurance benefits otherwise provided by the District to its employees, including, but not limited to, workers compensation, short term disability insurance, long term disability insurance, life insurance, retirement benefits or other benefits not specifically and expressly authorized by this Resolution.

Section 4. Coverage Dates. Health Insurance Benefits extended to a Board Member and/or the spouse of a Board Member under this Resolution shall commence within 30 days of the Board Member's assumption of the office and shall terminate within 30 days of Board Member's vacation of office. Upon adoption of this Resolution, the District shall extend Health Insurance Benefits to current Board Members and their spouses who desire to receive the Health Insurance Benefits within 30 days.

Section 4. Not Mandatory. Notwithstanding any other provision of this Resolution, Board Members are not required to accept any Health Insurance Benefits offered under the terms of this Resolution.

Section 5. Severability. In the event any section, paragraph, sub-paragraph, sentence, clause, phrase or word of this Resolution shall be declared invalid, illegal or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions hereof.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of the Coral Springs Improvement District this 21st day of September, 2015.

Duane Holland
Secretary

Martin Shank
President

FINANCIALS

Coral Springs Improvement District

Financial Reporting
for
AUGUST 2015

September 21, 2015
Board of Supervisors Meeting

Coral Springs Improvement District
 Balance Sheet
 All Fund Types and Account Groups

August 31, 2015

Description	General Fund	Water & Sewer Fund	General Fixed Assets	Totals
ASSETS				
Cash & Cash Equivalents:				
Checking Accounts	\$ 2,598,641	\$ 10,875,192	\$ -	\$ 13,473,833
Cash on Hand	-	10,500	-	10,500
Money Market Accounts	4,079,197	7,125,988	-	11,205,185
State Board of Admin. (Net)	-	-	-	-
Certificates of Deposit	260,927	257,486	-	518,413
Restricted Cash	-	-	-	-
Restricted Investments	-	4,426,585	-	4,426,585
Accounts Receivable	-	1,068,560	-	1,068,560
Unbilled Utility Revenues Receivable	-	713,794	-	713,794
Accrued Interest Receivable	2,877	3,729	-	6,606
Due from Other Funds	-	-	-	-
Due from Other District-Trash Bond	-	2,500	-	2,500
Prepaid Expenses	3,169	88,425	-	91,594
Land	-	361,739	553,200	914,939
Easements	-	394,998	-	394,998
Meters in Field (Net)	-	1,501,202	-	1,501,202
Machinery & Equipment (Net)	-	445,679	669,440	1,115,119
Imp. Other than Bldgs (Net)	-	59,804,156	6,688,223	66,492,379
Buildings (Net)	-	181,466	-	181,466
Construction in Progress	-	1,503,190	236,242	1,739,432
Total Assets	\$ 6,944,811	\$ 88,765,189	\$ 8,147,105	\$ 103,857,105

Coral Springs Improvement District
 Balance Sheet
 All Fund Types and Account Groups

August 31, 2015

Description	General Fund	Water & Sewer Fund	General Fixed Assets	Totals
LIABILITIES				
Accounts Payable	\$ 3,480	\$ 86,538	\$ -	\$ 90,018
Contracts Payable	-	146,762	-	146,762
Retainage Payable	-	-	-	-
Accrued Int Payable-2007 Series	-	494,538	-	494,538
Accrued R & R Reserve	-	-	-	-
Accrued Wages Payable	9,653	64,365	-	74,018
Accrued Vac/Sick Time Payable	-	173,408	-	173,408
Pension Payable	-	-	-	-
Utility Tax Payable	-	56,141	-	56,141
Payroll Taxes Payable	-	-	-	-
Deposits	10,000	554,145	-	564,145
Due to Other Funds	-	-	-	-
Net OPEB Obligation	-	180,650	-	180,650
Bonds Payable	-	42,130,000	-	42,130,000
Bond Discount-2007 Series	-	(690,771)	-	(690,771)
Total Liabilities	23,133	43,195,776	-	43,218,909
FUND BALANCE / NET POSITION				
Fund Balance:				
Unspendable	3,169	-	-	3,169
Assigned	6,918,509	-	-	6,918,509
Unassigned	-	-	-	-
Net Position	-	45,569,413	-	45,569,413
Investment in GFA	-	-	8,147,105	8,147,105
Total Fund Balance / Net Assets	6,921,678	45,569,413	8,147,105	60,638,196
Total Liabilities & Fund Balance / Net Assets	\$ 6,944,811	\$ 88,765,189	\$ 8,147,105	\$ 103,857,105

**Coral Springs Improvement District
General Fund**

Statement of Revenues, Expenditures and Change in Fund Balance

For the Period Ending August 31, 2015

	Adopted Budget FYE 2015	Prorated Budget Thru 08-31-15	Actual 11 Months Ending 08-31-15	Variance Favorable (Unfavorable)
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REVENUES:

Assessments (Net)	\$ 1,781,795	\$ 1,781,795	\$ 1,811,807	\$ 30,012
Permit Review Fees	1,000	917	8,900	7,983
Interest Income	2,400	2,200	13,261	11,061
Shared Personnel Rev.	30,116	27,606	27,606	-
Miscellaneous Revenue	-	-	-	-
Carry Forward Assigned Funds	2,096,635	2,096,635	2,313,827	217,192

Total Revenues	3,911,946	3,909,153	4,175,401	266,248
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EXPENDITURES:

Administrative

Supervisor Fees	7,200	6,600	6,600	-
Salaries/Wages	103,253	95,310	112,311	(17,001)
Special Pay	249	249	177	72
FICA Taxes	8,451	7,801	9,097	(1,296)
Pension Expense	10,325	9,531	10,680	(1,149)
Health Insurance	25,097	23,006	17,912	5,094
Workers Comp. Ins.	297	272	173	99
Engineering Fees	27,600	25,300	35,770	(10,470)
Attorney Fees	36,000	33,000	40,103	(7,103)
Special Consulting Services	50,000	1,733	1,733	-
Annual Audit	7,416	7,416	7,400	16
Actuarial Computation-OPEB	435	435	435	-
Management Fees	50,923	46,679	46,679	-
Communications-Telephone	2,961	2,714	3,092	(378)
Postage	636	583	621	(38)
Printing & Binding	2,520	2,310	2,310	-
Building Rent	12,000	11,000	11,000	-
Insurance	4,140	3,795	327	3,468
Legal Advertising	2,200	2,017	389	1,628
Contingencies/Other Current Charges	1,200	501	501	-
Fire & EMS Assessments	10,880	10,880	9,650	1,230
Technology Expense	26,000	23,833	23,833	-
Digital Record Management	10,000	9,167	8,082	1,085
Office Supplies	5,600	5,133	5,895	(762)
Dues, Subscriptions	7,500	5,008	5,008	-
Promotional Expenses	3,600	-	-	-
Capital Outlay	-	-	-	-

Total Administrative	416,483	334,273	359,778	(25,505)
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**Coral Springs Improvement District
General Fund**

Statement of Revenues, Expenditures and Change in Fund Balance

For the Period Ending August 31, 2015

	Adopted Budget FYE 2015	Prorated Budget Thru 08-31-15	Actual 11 Months Ending 08-31-15	Variance Favorable (Unfavorable)
Field Operations				
Salaries and Wages	291,286	268,879	279,735	(10,856)
Special Pay	1,246	1,246	1,245	1
FICA Taxes	22,284	20,570	21,377	(807)
Pension Expense	29,128	26,887	28,048	(1,161)
Health Insurance	71,508	65,549	74,621	(9,072)
Worker's Comp. Insurance	16,136	14,791	11,673	3,118
Water Quality Testing	3,600	3,300	3,793	(493)
Communications-Radios/Cellphones	1,380	1,265	837	428
Electric Expense	1,224	1,122	1,043	79
Rentals & Leases	-	-	-	-
Insurance	26,317	24,124	22,674	1,450
R & M - General	42,988	39,406	34,406	5,000
R & M - Culvert Inspection & Cleaning	125,000	-	-	-
R & M - Canal Dredging & Maintenance	50,000	-	-	-
R & M - Vegetation Management	50,000	-	-	-
Operating Supplies - General	525	525	6,209	(5,684)
Operating Supplies - Chemicals	132,844	121,774	80,349	41,425
Operating Supplies - Uniforms	1,697	1,556	1,456	100
Operating Supplies - Motor Fuels	44,210	40,526	8,554	31,972
Dues, Licenses	2,790	1,069	1,069	-
Capital Outlay-Equipment	1,300	-	-	-
Capital Improvements	1,830,000	1,830,000	3,238,534	(1,408,534)
Total Field	2,745,463	2,462,589	3,815,623	(1,353,034)
Total Expenditures	3,161,946	2,796,862	4,175,401	(1,378,539)
Reserves:				
Reserved for 1st Qtr Operating	450,000	412,500	-	412,500
Reserved for Projects & Emergencies	300,000	275,000	-	275,000
Total Reserves	750,000	687,500	-	687,500
Total Expenditures & Reserves	3,911,946	3,484,362	4,175,401	(691,039)
Excess Revenues Over (Under)				
Expenditures & Reserves	\$ -	\$ 424,791	\$ -	\$ (424,791)
Fund Balance Beginning			6,921,678	
Fund Balance Ending			\$ 6,921,678	

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending August 31, 2015

	Adopted Budget FYE 2015	Prorated Budget Thru 08-31-15	Actual 11 Months Ending 08-31-15	Variance Favorable (Unfavorable)
REVENUES:				
Water Revenue	\$ 6,467,008	\$ 5,928,091	\$ 6,154,387	\$ 226,296
Sewer Revenue	5,852,977	5,365,229	5,471,669	106,440
Standby Revenue	1,872	1,716	2,302	586
Processing Fees	12,000	11,000	19,900	8,900
Lien Information Fees	9,000	8,250	17,400	9,150
Delinquent Fees	45,000	41,250	46,200	4,950
Contract Utility Billing Services	53,314	48,871	185,175	136,304
Contract HR & Payroll Services	11,463	10,508	10,508	-
Facility Connection Fees	-	-	-	-
Meter Fees	1,000	917	2,275	1,358
Line Connection Fees	-	-	900	900
Interest Income-2007 Bonds	-	-	1,187	1,187
Interest Income-Other	-	-	22,851	22,851
Rental Income	57,583	52,784	52,784	-
Technology Sharing Revenue	22,000	20,167	23,833	3,666
Misc. Revenues	12,000	11,000	62,058	51,058
Transfer from R & R Fund	452,000	452,000	518,174	66,174
Carryforward Prior Yr Fund Balance	553,899	-	-	-
Total Revenues	13,551,116	11,951,783	12,591,603	639,820

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending August 31, 2015

	Adopted Budget FYE 2015	Prorated Budget Thru 08-31-15	Actual 11 Months Ending 08-31-15	Variance Favorable (Unfavorable)
EXPENSES:				
<u>Administrative</u>				
Salaries/Wages/Overtime	818,286	755,341	747,029	8,312
Contract Personnel	-	-	-	-
Special Pay	2,025	2,025	1,951	74
FICA Taxes	62,599	57,784	56,745	1,039
Pension Expense	81,827	75,533	73,469	2,064
Health Insurance	121,613	111,479	120,660	(9,181)
Workers Comp. Insurance	5,498	5,040	1,414	3,626
Unemployment Comp	3,000	-	-	-
Engineering Fees	24,000	22,000	13,645	8,355
Trustee Fees and Other Exp.	17,500	16,042	14,611	1,431
Attorney Fees	30,000	27,500	8,249	19,251
Special Council Services	35,000	-	-	-
Travel & Per Diem	6,000	2,450	2,450	-
Annual Audit	11,100	11,100	11,100	-
Actuarial Computation-OPEB	3,315	3,315	3,315	-
Management Fees	76,385	70,020	70,020	-
Telephone	7,500	6,875	7,710	(835)
Postage	58,000	53,167	29,805	23,362
Printing & Binding	32,200	29,517	17,233	12,284
Electric	12,320	11,293	11,752	(459)
Rentals and Leases	3,800	3,483	4,816	(1,333)
Insurance	13,578	12,447	10,720	1,727
Repair and Maintenance	17,600	16,133	6,781	9,352
Legal Advertising	3,000	2,750	4,949	(2,199)
Other Current Charges	19,500	16,022	16,022	-
Credit Card Merchant Fees	54,000	49,500	48,107	1,393
Technology Expense	60,000	55,000	30,018	24,982
Digital Record Management	20,000	-	-	-
Toilet Rebate	14,850	14,553	14,553	-
Office Supplies	8,400	7,700	11,252	(3,552)
Dues, Memberships, Etc	12,100	8,104	8,104	-
Promotional Expenses	6,705	6,705	11,558	(4,853)
Capital Outlay	-	-	10,997	(10,997)
Total Administrative	1,641,701	1,452,878	1,369,035	83,843

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending August 31, 2015

	Adopted Budget FYE 2015	Prorated Budget Thru 08-31-15	Actual 11 Months Ending 08-31-15	Variance Favorable (Unfavorable)
<u>Plant Operations</u>				
Salaries and Wages	1,564,428	1,444,087	1,322,418	121,669
Special Pay	2,594	2,594	2,545	49
FICA Taxes	119,679	110,473	100,954	9,519
Pension Expense	154,306	142,436	130,664	11,772
Health Insurance	287,520	263,560	252,697	10,863
Worker's Comp. Insurance	54,598	50,048	39,225	10,823
Water Quality Testing	102,229	93,710	100,692	(6,982)
Telephone	7,740	7,095	6,891	204
Electric Expense	686,404	629,204	609,280	19,924
Rentals & Leases	6,400	5,867	2,882	2,985
Insurance	233,556	214,093	184,649	29,444
Repair & Maint-General	708,861	649,789	334,198	315,591
Repair & Maint-Filters for Nano Plant	53,635	49,165	4,259	44,906
Sludge Management-Sewer	234,589	215,040	118,088	96,952
Advertisement for Employment	6,000	-	-	-
Office Supplies	6,540	5,995	1,617	4,378
Operating Supplies-General	34,300	31,442	93,314	(61,872)
Operating Supplies-Chemicals	460,436	422,066	320,675	101,391
Operating Supplies-Uniforms	8,290	7,599	5,877	1,722
Operating Supplies-Motor Fuels	179,605	164,638	38,338	126,300
Dues, Licenses, Etc.-Other	26,950	21,401	21,401	-
Capital Outlay	554,195	8,555	8,555	-
Renewal & Replacement Expense	352,000	352,000	518,174	(166,174)
Total Plant Operations	5,844,855	4,890,857	4,217,393	673,464

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending August 31, 2015

	Adopted Budget FYE 2015	Prorated Budget Thru 08-31-15	Actual 11 Months Ending 08-31-15	Variance Favorable (Unfavorable)
<u>Field Operations</u>				
Salaries/ Wages/Overtime	645,086	595,464	584,399	11,065
Temporary Help	-	-	-	-
Special Pay	1,731	1,731	1,678	53
FICA Taxes	49,351	45,555	44,261	(10,409)
Pension Expense	64,509	59,547	55,964	3,583
Health Insurance	142,212	130,361	130,891	(530)
Worker's Comp. Insurance	30,063	27,558	16,650	10,908
Naturescape Irrigation Serv	4,410	4,410	4,410	-
Telephone	12,000	11,000	9,118	1,882
Electric	112,305	102,946	93,275	9,671
Rent Expense	-	-	10,799	(10,799)
Rent Expense-SCADA	56,040	51,370	51,370	-
Insurance	41,490	38,033	27,112	10,921
Repair and Maintenace	198,666	182,111	164,168	17,943
Meters-Replacement Program	86,946	2,829	2,829	-
Meters-New Connections	-	-	-	-
Meters-Supplies	4,000	-	-	-
Office Supplies	1,200	1,200	1,650	(450)
Operating Supplies-General	20,500	18,792	73,601	(54,809)
Operating Supplies-Uniforms	5,810	5,326	3,518	1,808
Operating Supplies-Motor Fuels	25,975	23,810	15,875	7,935
Dues, Licenses, Etc	2,694	2,694	3,389	(695)
Capital Outlay	46,100	4,270	4,270	-
Renewal & Replacement	100,000	-	-	-
Total Field Operations	1,651,088	1,309,007	1,299,227	(1,923)
Total Operating Expenses	9,137,644	7,652,742	6,885,655	755,384
Reserves:				
Required Reserve for R & R	1,000,000	916,667	916,667	-
Total Operating Exp & Reserve	10,137,644	8,569,409	7,802,322	755,384
Available for Debt Service	3,413,472	3,382,374	4,789,281	1,395,204
<u>Debt Service</u>				
<u>Principal</u>				
2007 Series	1,125,000	1,031,250	1,031,250	-
<u>Interest</u>				
2007 Series	1,978,156	1,813,310	1,813,310	-
Total Debt Service	3,103,156	2,844,560	2,844,560	-
Excess Revenues (Expenses)	\$ 310,316	\$ 537,814	\$ 1,944,721	\$ 1,395,204
Net Assets Beginning				43,624,692
Net Assets Ending				\$ 45,569,413

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending August 31, 2015

	Adopted Budget FYE 2015	Prorated Budget Thru 08-31-15	Actual 11 Months Ending 08-31-15	Variance Favorable (Unfavorable)
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Summary of Operations and Debt Service Coverage				
Revenues			12,591,603	
Operating Expenditures:				
Operating Expenditures-Admin			1,369,035	
Operating Expenditures-Plant			4,217,393	
Operating Expenditures-Field			1,299,227	
Total Operating Expenditures			<u>6,885,655</u>	
Required Reserve for R&R			916,667	
Total Operating Exp & Reserves			<u>7,802,322</u>	
Available for Debt Service			4,789,281	Debt Service Coverage 1.68
Less: Debt Service			<u>2,844,560</u>	
Excess Revenues (Exp)			<u>1,944,721</u>	

CORAL SPRINGS IMPROVEMENT DISTRICT ASSESSMENT COLLECTIONS FOR FYE 2015

August 31, 2015

Date	Assessments Collected (net of all Commissions & Fees)
10-31-2014	\$ -
11-30-2014	177,174
12-08-2014	1,100,589
12-12-2014	182,905
12-30-2014	74,869
01-15-2015	45,855
02-13-2015	49,629
03-13-2015	39,654
04-15-2015	80,461
05-15-2015	18,679
06-15-2015	11,160
07-15-2015	30,824
08-15-2015	8
<hr/>	
Totals	\$ 1,811,807

Coral Springs Improvement District

Check Registers

August 2015

<u>Fund</u>	<u>Check Date</u>	<u>Check No.</u>	<u>Amount</u>
General Fund	08-01-2015 thru 08-31-2015	3516 - 3536	\$ 663,493.25
Total			\$ 663,493.25

Water and Sewer	08-01-2015 thru 08-31-2015	19109 - 19288	\$ 1,073,225.61
Total			\$ 1,073,225.61

CHECK DATE	CHECK #	INVOICE DATE	EXPENSED TO	YRMO	FND DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK #
8/07/15	00023		12000 SW 1ST ST PS 2					FLORIDA POWER & LIGHT CO.		104.42	003516
8/07/15	00059		121 NW 93RD TER PS 1					FRANKENHAUSER, SHAWN		90.00	003517
8/07/15	00261		REIMB BOOT ALLOW FY2015					IPOWER TECHNOLOGIES, INC.		119.50	003518
8/07/15	00292		PHONE TECH CALL					LUCIBELLA, JUSTIN		100.00	003519
8/07/15	00037		OPTIVIEW SERVER					SEVERN TRENT ENVIRONMENTAL SERVICES		4,243.58	003520
8/12/15	99999		MANAGEMENT FEES 07/15					*****INVALID VENDOR NUMBER*****		.00	003521
8/12/15	00051		VOID CHECK								
			UNIFORMS 07/15								
			UNIFORMS-DAVID M. 07/15								
			UNIFORMS-NICK S. 07/15								
			GASOLINE 07/15								
			NEXTEL 07/06/15								
			SAM'S CLUB-FIELD SUP 7/15								
			OFFICE DEPOT 07/15								
			TELEPHONE 08/15								
			POSTAGE 08/15								
			PRINTING & BINDING 08/15								
			RENT 08/15								
			TECHNOLOGY SHARING 08/15								
			OFFICE SUPPLIES 08/15								
			HEALTH INS-FIELD 08/15								
			GAP INSURANCE 08/15								
			AMEX-UST CLASS-SHAWN F.								
			UNIFORMS 08/15					CORAL SPRINGS IMPROVEMENT DIST WS		13,257.66	003522
8/12/15	00261		SERVER ADMIN ISSUE								
8/12/15	00284		INSTALL NEW BATTERY					IPOWER TECHNOLOGIES, INC.		156.25	003523
			TRASH SERV-CSID GF 06/15								
			TRASH SERV-PINETREE 06/15								
			TRASH SERV-SUNSHINE 06/15								
			TRASH SERV-CSID GF 07/15								
			TRASH SERV-PINETREE 07/15								
			TRASH SERV-SUNSHINE 07/15					117-WASTE PRO-FT LAUDERDALE		3,436.22	003524
8/18/15	00267		WA 102-CANAL BK RESTORE					GLOBALTECH		578,401.73	003525
8/18/15	00279		TREE REMOVAL NW 87TH TERR					JLS TREE SERVICE		550.00	003526
8/27/15	00280		UNITED STATES FLAG					AMERICAN MADE FLAGS, INC.		111.00	003527
8/27/15	00033		FLORIDA STATE FLAG					HOME DEPOT		58.55	003528
8/27/15	00346		IGUANA TRAP					INDUSTRIAL HOSE & HYDRAULICS, INC.		121.75	003529
8/27/15	00261		SPRAY HOSE					IPOWER TECHNOLOGIES, INC.		281.25	003530
8/27/15	00261		INSTALLED-WASP SOFTWARE								

CSID -----CSID----- KWOOD

*** CHECK DATES 08/01/2015 - 08/31/2015 ***
 CSID - GENERAL FUND
 BANK A CHECKING - GENERAL F

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	FND	DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/27/15	00186		WA 102 - ADDITIONAL GEN'L ENGINEER						MCKUNE & ASSOCIATES, INC.		1,860.00	003531	
8/27/15	00159		SPRAY GUN O-RING VALVE COVER SHIPPING						SPRAYER DEPOT		359.64	003532	
8/27/15	00807		HEP A VACCINE/EMPLOYEE						U.S. HEALTHWORKS		140.00	003533	
8/28/15	00080		AMT DUE WS 08/28/2015						CORAL SPRINGS IMPROVEMENT DIST WS		49,657.89	003534	
8/28/15	00248		LEGAL SERVICES 7/2015						LEWIS, LONGMAN & WALKER, P.A.		6,200.23	003535	
8/28/15	00037		MANAGEMENT FEES 08/15						SEVERN TRENT ENVIRONMENTAL SERVICES		4,243.58	003536	
									TOTAL FOR BANK A		663,493.25		
									TOTAL FOR REGISTER		663,493.25		

CSID -----CSID----- KWOOD

CHECK DATE	CHECK #	INVOICE #	EXPENSED TO	YRMO	FND	DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK #		
8/04/15	99999		VOID CHECK						*****INVALID VENDOR NUMBER*****		.00	019109		
8/04/15	01130		UST CLASS-SHAWN F. SEMINAR-LUNCH 7 EMPLOYEES FRANCO-POSTAGE REFILL FLEETIO POSTAGE LUNCH-GRANTS RESEARCH 3 BATTERY-RAID CONTROL-DELL MINI IPAD MINI IPAD INSURANCE-LUNCH 4 IPAD-NEW BOARD MEMBER CUBICLES SCREEN/LS # 25 CUSTOM FEE SHIPPING CHARGES DISCOUNT ANIT-VIRUS-DAVID LAPTOP SOLID VINYL LS # 25 7" SCREEN FASTNER SHIPPING UST CLASS-4 EMPLOYEES UST CLASS-3 EMPLOYEES UST CLASS- MANNY F. GARDNER DENVER-BLOWER-5 SALES TAX GARDNER DENVER-BLOWER=1 SALES TAX										11,021.81	019110
8/04/15	00352		GAP INS.DUE BY GF 08/2015 GAP INS PR DEDUCT 08/2015						AMERICAN EXPRESS AMERICAN PUBLIC LIFE INSURANCE				1,084.03	019111
8/04/15	00122		UTILITY TAXES 07/15						CITY OF CORAL SPRINGS				57,481.56	019112
8/04/15	00017		ADDL DENTAL ADMIN 08/15						COMPBENEFITS COMPANY				30.04	019113
8/04/15	01007		OVERNIGHT SERV - WW OVERNIGHT SERV - CSID WS						FEDEX				46.57	019114
8/04/15	01329		AD FOR PLANT WW OPERATOR						FLORIDA WATER RESOURCES JOURNAL				460.00	019115
8/04/15	00668		IRA-07/28/15 PLAN 7058800						VANTAGEPOINT TRANSFER AGENTS-705880				855.00	019116
8/04/15	00669		REIMB BOOT ALLOW FY2015						JONES, ALVAN				73.05	019117
8/04/15	01150		REIMB BOOT ALLOW FY 2015						JOSEPH, MARTINUS				90.00	019118
8/04/15	01355		MISC. OFFICE SUPP-ADMIN MISC. OFFICE SUPP-WPT DRY ERASE BOARD-ED S.						OFFICE DEPOT				380.86	019119
8/04/15	01355		DR-JULY 2015 SERVICES 06/26-07/25/2015						OFFICESTREAM, INC.				555.00	019120

CSID -----CSID----- KWOOD

CHECK DATE	CHECK #	DATE	VEND#	INVOICE#	EXPENSED TO	YRMO	FND DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK#	AMOUNT
8/04/15	01392				JULY NEWSLETTERS 1,000					PRINTING CORP. OF THE AMERICAS, INC		2,280.00	019121	2,280.00
8/04/15	01166				REIMB BOOT ALLOW FY2015					RODRIGUEZ, DANIEL		34.76	019122	34.76
8/04/15	00845				REIMB BOOT ALLOW FY2015					ROSE, KENNETH		90.00	019123	90.00
8/04/15	99999				VOID CHECK					*****INVALID VENDOR NUMBER*****		.00	019124	.00
8/04/15	00425				ADMIN-COOKIES 6/15									
					ADMIN-WATER 6/15									
					ADMIN-COFFEE SUPP									
					ADMIN-COOKIES, OJ 7/15									
					ADMIN-COOKIES 7/14 & 7/20									
					ADMIN-CLEANING SUPP									
					WATER-COFFEE SUPP									
					WATER-CLEANING SUPP									
					WW-COFFEE SUPP									
					WW-CLEANING SUPP									
					MAINT-COFFEE SUPP									
					MAINT-CLEANING SUPP									
					FIELD-COFFEE SUPP									
					FIELD-CLEANING SUPP									
					FIELD-GF-COFFEE SUPP									
					FIELD-GF-CLEANING SUPP									
					FIELD-PT COFFEE SUPP									
					FIELD-PT CLEANING SUPP									
					FIELD-SS COFFEE SUPP									
					FIELD-SS CLEANING SUPP					SAM'S CLUB/SYNCHRONY BANK		742.67	019125	742.67
8/04/15	00032				REIMB BOOT ALLOW FY2015					SEIGFRIED, STEPHEN		90.00	019126	90.00
8/04/15	00072				MANAGEMENT FEE 07/15									
					POSTAGE 07/15									
					COPIES 07/15									
8/04/15	00672				REIMB BOOT ALLOW FY 2015					SEVERN TRENT ENVIRONMENTAL SERVICES		6,489.20	019127	6,489.20
8/04/15	00071				R & R FUND 08/15					STOVER, EDWARD		90.00	019128	90.00
8/04/15	01183				INTEREST 2007 SER 08/15					US BANK		83,334.00	019129	83,334.00
8/04/15	01467				PRINCIPAL 2007 SER 08/15					US BANK		164,847.00	019130	164,847.00
8/04/15	01011				COPIER LEASE #7835 07/15					US BANK		93,750.00	019131	93,750.00
					COPIER READS #7835 07/15									
					COPIER LEASE #7535 07/15									
					COPIER READS #7535 07/15					XEROX CORPORATION		446.28	019132	446.28
8/05/15	01324				ACCOMMODATIONS-FASD					SHANK. DR. MARTIN		71.50	019133	71.50
8/06/15	88888				500266605 HEINRICH CHARLE					CHARLES HEINRICH		16.55	019134	16.55
8/06/15	88888				900477205 FREQ FL LLC					FREQ FLORIDA, LLC		448.10	019135	448.10

CSID -----CSID----- KWOOD

*** CHECK DATES 08/01/2015 - 08/31/2015 *** CSID - WATER & SEWER FUND BANK E CHECKING - W & S

CHECK DATE	VEND#	INVOICE DATE	NUMBER	YRMO	FND DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/06/15	88888	8/06/15	900491608	2014-1	IH	BORRO	2014-1	IH BORROWER LP		38.07	019136	
8/06/15	88888	8/06/15	100740207	*CERULLO	IRIS		*IRIS CERULLO			100.00	019137	
8/06/15	88888	8/06/15	100760003	ALTI	SOURCE	SOLU	ALTI	SOURCE SINGLE FAMILY, INC		600.87	019138	
8/06/15	88888	8/06/15	300843104	SCH	MERTZLER	MAR	MARK SCHMERTZLER			22.45	019139	
8/06/15	88888	8/06/15	410074405	JOH	NSON	LINDA L	LINDA LE JOHNSON			135.79	019140	
8/06/15	88888	8/06/15	810189305	HEVIA	SADANY/MA		SADANY/MARY HEVIA			3.42	019141	
8/06/15	88888	8/06/15	510758605	WATER	MARK REALT		WATERMARK REALTY			100.00	019142	
8/06/15	88888	8/06/15	510927021	*THOMPSON	CRYST		*CRYSTAL THOMPSON			61.93	019143	
8/06/15	88888	8/06/15	720059706	WOLLAND	MARSHA		MARSHA/FRANK WOLLAND			23.86	019144	
8/06/15	88888	8/06/15	620192316	*JONES	LATOYA		*LATOYA JONES			42.77	019145	
8/06/15	88888	8/06/15	220315405	JP	MORGAN	CHASE	JP MORGAN CHASE			61.93	019146	
8/06/15	88888	8/06/15	520938506	*HANSFORD	RONALD		*RONALD HANSFORD			2.45	019147	
8/06/15	88888	8/06/15	520943403	*SMASH	BURGER	#1176	*SMASH BURGER #1176			94.34	019148	
8/06/15	88888	8/06/15	830081403	LANGIS	SUSAN/JO		SUSAN/JOE LANGIS			155.09	019149	
8/06/15	88888	8/06/15	630156911	EDWARDS	ROBERT		ROBERT EDWARDS			61.93	019150	
8/06/15	88888	8/06/15	230321610	*KIRKPATRICK	MI		*MICHAEL/DIANE KIRKPATRICK			51.09	019151	
8/06/15	88888	8/06/15	530333909	*SUELZNER	KATJA		*KATJA SUELZNER			58.15	019152	
8/06/15	88888	8/06/15	530836805	SERRANO	ELINA		ELINA SERRANO			61.93	019153	
8/06/15	88888	8/06/15	130872205	NIER	DEREK		DEREK NIER			3.86	019154	
8/06/15	88888	8/06/15	840124507	*COAT	GREGORY		*GREGORY COAT			100.00	019155	
8/06/15	88888	8/06/15	540241505	CHRISTIANA	TR T		CHRISTIANA TR TRSTEE			100.00	019156	
8/06/15	88888	8/06/15	240291109	*CAPEZZA	SALVAT		*SALVATORE CAPEZZA			48.05	019157	
8/06/15	88888	8/06/15	140714204	HARTSTEIN	MARK		MARK HARTSTEIN			62.72	019158	
8/06/15	88888	8/06/15	140721804	*GUL	YOUSAF		*YOUSAF GUL			61.93	019159	
8/06/15	88888	8/06/15	940826702	MAGEE	DAVID		DAVID MAGEE			161.51	019160	
8/06/15	88888	8/06/15	940827903	GLEASON	JAMES		JAMES GLEASON			21.38	019161	
8/06/15	88888	8/06/15	450140614	*KAGAN	HILLEL		*HILLEL KAGAN			100.00	019162	

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CSID - WATER & SEWER FUND
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CHECK DATE	VEND#	INVOICE#	EXPENSED TO	YRMO	FND DFT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK#
8/06/15	88888	550299809	*KAVANAUGH SEAN					*SEAN KAVANAUGH		130.00	019163
8/06/15	88888	150812405	EAGLE TRACE REA					EAGLE TRACE REALTY HOLDINGS		100.00	019164
8/06/15	88888	150812406	*FREY BRIAN					*BRIAN FREY		29.61	019165
8/06/15	88888	150873403	GEILEN LOTHAR/M					LOTHAR/MARIA GEILEN		248.36	019166
8/06/15	88888	760053706	WATERMARK REALT					WATERMARK REALTY DBA		38.07	019167
8/06/15	88888	760067405	HARRIS JEFF/ROS					JEFF/ROSE HARRIS		3.95	019168
8/06/15	88888	060647715	*MAINQUIST CHRI					*CHRIS MAINQUIST		118.33	019169
8/06/15	88888	770055206	*BURKE JENNIFER					*JENNIFER BURKE		61.93	019170
8/06/15	88888	770188605	NG PAUL MEI CHU					PAUL MEI CHUNG NG		100.00	019171
8/06/15	88888	270518003	MORE THAN CONQU					MORE THAN CONQUERORS		393.12	019172
8/06/15	88888	970664105	*YOUNG CHRISTOP					*CHRISTOPHER YOUNG		35.03	019173
8/06/15	88888	970677004	NANCOO JEWANLAL					JEWANLAL/DHANMATTIE NANCOO		61.93	019174
8/06/15	88888	280333111	*PARKER RUBIN					*RUBIN PARKER		15.98	019175
8/06/15	88888	790102604	RANGEL ENRIQUE/					ENRIQUE/PAULA RANGEL		1.29	019176
8/06/15	88888	790786306	*ROBERTS LISA					*LISA ROBERTS		38.00	019177
8/06/15	88888	990883504	WILFREDO RODRIG					WILFREDO RODRIGUEZ		95.26	019178
8/06/15	88888	990891202	FAULSTICH ROBER					ROBERT FAULSTICH		10.68	019179
8/07/15	99999	ADMIN ELECTRIC 07/15								61,692.35	019180
8/07/15	01175	PLT-WATER ELECTRIC 07/15								.00	019181
8/07/15	01175	PLT-WASTE ELECTRIC 07/15									
8/07/15	01264	FIELD ELECTRIC 07/15						FLORIDA POWER & LIGHT CO.			
8/07/15	01264	VOID CHECK						*****INVALID VENDOR NUMBER*****			
8/07/15	01264	UNIFORMS-WATER									
8/07/15	01264	UNIFORMS-WW									
8/07/15	01264	UNIFORMS-MAINT									
8/07/15	01264	UNIFORMS-FIELD									
8/07/15	01264	UNIFORMS-GF									
8/07/15	01264	UNIFORMS-GF									
8/07/15	01264	UNIFORMS-DAVID, NICK									
8/07/15	01264	UNIFORMS-DAVID						UNIFIRST CORPORATION		632.35	019182
8/07/15	01264	ADMIN PHONE 08/15									
8/07/15	01264	WASTE PHONE 08/15									
8/07/15	01264	FIELD PHONE 08/15						WINDSTREAM NUVOX, INC.		186.19	019183
8/07/15	01264	CSID						-----CSID----- KWOOD			

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	RUN	9/02/15	PAGE	5								
*** CHECK DATES 08/01/2015 - 08/31/2015 ***	CSID - WATER & SEWER FUND												
	BANK E CHECKING - W & S												
CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	FND	DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/07/15	01264		ADMIN PHONE 08/15						WINDSTREAM NUVOX, INC.			140.77	019184
8/11/15	01040		FIELD PHONE 08/15									181.97	019185
8/11/15	00822		INTERNET CONNECTION 08/15						ADVANCED CABLE COMMUNICATIONS			2,798.78	019186
8/11/15	01373		AFLAC P/R DEDUCT 08/2015						AFLAC			4,621.96	019187
8/11/15	01374		PAYABLE DENTAL 08/15						AMERITAS LIFE INSURANCE CORP-DENTAL			995.08	019188
8/11/15	00694		ADMIN VISION 09/15						ASSOCIATED SYSTEMS, INC.			1,185.00	019189
8/11/15	01459		WATER VISION 09/15						MEDEXPRESS URGENT CARE OF BOYNTON			74.50	019190
8/11/15	00044		WASTE VISION 09/15						OFFICE DEPOT CREDIT PLAN			139.99	019191
8/11/15	01419		MAINT VISION 09/15						POSTMASTER			2,633.68	019192
8/11/15	01416		FIELD VISION 09/15						PRIDE ENTERPRISES			1,298.63	019193
8/11/15	01011		TECH SUPP 06/26-07/25/15						XEROX CORPORATION			21.44	019194
8/12/15	88888		DRUG SCREEN 5/29/15-FIELD						HARVEY JACQUES			23.86	019195
8/12/15	88888		DRUG SCREEN 5/27/15-ADMIN						*LISA MAS			214.44	019196
8/12/15	88888		CHAIR-KAY H.						*COMFORT SHOES #9133			61.93	019197
8/12/15	88888		REIM TO \$7,000 07/31/15						RIO DE LA PLATA INV, LLS			2.71	019198
8/12/15	88888		UTILITY STWTS 07/2015						FIRST WORLD REALTY GROUP LLC			61.93	019199
8/12/15	88888		ADD'L POSTAGE 07/2015						117-WASTE PRO-FT LAUDERDALE			8,620.70	019200
8/12/15	88888		COPIER LEASE #7232 08/15						CITY OF CORAL SPRINGS			61.50	019201
8/12/15	88888		COPIER READS #7232 08/15						PAYABLE HEALTH INS 08/15				
8/12/15	88888		730052706 JACQUES HARVEY						CSID - WATER & SEWER FUND				
8/12/15	88888		940828310 *MAS LISA						BANK E CHECKING - W & S				
8/12/15	88888		660279008 FIRST WORLD REA										
8/12/15	88888		460535310 *COMFORT SHOES										
8/13/15	01529		280340408 RIO DE LA PLATA										
8/14/15	00609		TRASH SERVICES-9 MOS-9/14										
8/14/15	01423		TRASH SERVICES-10MOS-7/15										
8/14/15	01423		MAPS FROM CITY GF										
8/14/15	01423		MAPS FROM CITY WTP										
8/14/15	01423		PAYABLE HEALTH INS 08/15										

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CHECK DATE	VEND#	INVOICE#	EXPENSED TO	DATE	NUMBER	YRMO	FND DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	---.CHECK.--- AMOUNT #
8/14/15	01241		ADMIN HEALTH INS 08/15							FLORIDA BLUE		52,434.40	019202
8/14/15	01408		WATER HEALTH INS 08/15							FOGLE, BRYAN		100.00	019203
8/14/15	01172		WASTE HEALTH INS 08/15							HOLLAND, DUANE		41.75	019204
8/14/15	01329		MAINT HEALTH INS 08/15							TIMOTHY W. HOUSE		603.00	019205
8/14/15	01434		FIELD HEALTH INS 08/15							VANTAGEPOINT TRANSFER AGENTS-705880		855.00	019206
8/14/15	01482		A LICENSE-BRYAN F.							MICHAEL PEAKE		163.00	019207
8/14/15	00200		LUNCH MEETING-DAVID M.							REIMB CLASS-LESTER R.		655.53	019208
8/18/15	01085		CARPET CLEAN-FIELD 1ST FL							REIMB DEPT TEST		908.05	019209
8/18/15	01194		CARPET CLEAN-FIELD OFFICE							LICENSE-LESTER R.		147.00	019210
8/18/15	00005		CARPET CLEANED-WW							REIMB-MILEAGE-CLASS/TEST		4,137.80	019211
8/18/15	01227		IRA-08/11/15 PLAN 7058800							REIMB PHOTO ID-TEST		3,332.36	019212
8/18/15	01527		2,500 SECURITY CHECKS							BID-HSPS-WTP		1,092.00	019213
8/18/15	01414		REIMB CLASS-LESTER R.							MTG-GF BUDGET FY2016		350.00	019215
8/18/15	01256		LICENSE-LESTER R.							CANAL BANK REST 7/14/15		305.00	019216
8/18/15	01267		REIMB-MILEAGE-CLASS/TEST							BID-UNDER WTR DIVING		330.00	019217
8/18/15	01327		REIMB PHOTO ID-TEST							SUN-SENTINEL (SOUTH FLORIDA)			
			BID-HSPS-WTP							A. TARLER, INC.			
			MTG-GF BUDGET FY2016							AIR AMERICA AIR CONDITIONING, LLC			
			CANAL BANK REST 7/14/15							ALLIED UNIVERSAL CORP.			
			BID-UNDER WTR DIVING							AMC SURVEILLANCE CAMERAS			
			STRUTS							CARTER & VERPLANCK, INC			
			AC UNIT=011 LEAK SEARCH							CON CORE DRILLING SERVICES, INC			
			AC UNIT=010 LEAK SEARCH							CORAL SPRINGS NURSERY, INC.			
			LINE SET/COVER UNIT=011							CYPRESS MOBIL			
			REPLACED GRILLES							RENTAL FEE CENTRAL			
			REPAIR BELT/AC=017/018										
			AQUA CHLORINATE										
			FUEL SURCHARGE										
			COD SOD HYPO										
			FUE SURCHARGE										
			NEW DVR INSTALL										
			WELL#3 MOTOR PURCHASE										
			HOLE/LIFT STATION										
			SOD										
			SOD/PALLET										
			TIRES/UNIT=046										
			RENTAL FEE CENTRAL										

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*** CHECK DATES 08/01/2015 - 08/31/2015 *** CSID - WATER & SEWER FUND
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CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	FND DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK#
8/18/15	01257		RENTAL FEE LIFT STATION					DATA FLOW SYSTEMS, INC		4,670.00	019218
			SULFURIC ACID								
			ANTISCALANT								
			SODIUM HYDROXIDE								
			CORROSION INHIBITOR								
			SULFURIC ACID								
8/18/15	01528		EMAINT SOFTWARE/TRAINING					THE DUMONT COMPANY, INC.		14,798.75	019219
8/18/15	00018		SUPPLIES/DW PUMPS					EMAINT ENTERPRISES, LLC		3,060.00	019220
8/18/15	99999		VOID CHECK					FERGUSON ENTERPRISES, INC.		148.82	019221
8/18/15	99999		VOID CHECK					*****INVALID VENDOR NUMBER*****		.00	019222
8/18/15	00056		VOID CHECK					*****INVALID VENDOR NUMBER*****		.00	019223
			RO CONCEN INV#5070193								
			CBOD & TSS INV#5070194								
			CBOD & TSS INV#5070195								
			CBOD & TSS INV#5070210								
			FLUORIDE INV#5070225								
			CBOD & TSS INV#5070226								
			CBOD & TSS INV#5070240								
			WELLS 1-11 INV#5070246								
			PLATE COUNT								
			RO CONCEN INV#5070280								
			WELL 4 & 8 REPEAT								
			CBOD & TSS INV#5070295								
			WELL 4R								
			WELL 4 & 8 REPEAT								
			CBOD & TSS INV#5070366								
			CBOD & TSS INV#5070367								
			WELL 4 & 8 REPEAT								
			DISINFEC./INV#5070369								
			CBOD & TSS INV#5070398								
			TOTAL P & N INV#5070400								
			CBOD & TSS INV#5070401								
			MON.BACTERIA INV#5070402								
			CBOD & TSS INV#5070403								
			RO CONCEN INV#5070404								
			MON.BACTERIA INV#5070405								
			CBOD & TSS INV#5070511								
			CBOD & TSS INV#5070512								
			CBOD & TSS INV#5070513								
			CBOD & TSS INV#5070514								
			MONIT. WELLS INV#5070660								
			CBOD & TSS INV#5070661								
			RO CONCEN INV#5080007								
			CBOD & TSS INV#5080009					FLORIDA SPECTRUM ENV. SERVICES, INC		6,914.80	019224
8/18/15	00063		WATER PRESSURE REG.								
			SHIPPING								
			HEAT GUN								
			3YR REPLACE COVERAGE					GRAINGER, INC.		329.82	019225

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CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	FND	DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK#
8/18/15	00377		TRAILER HITCH						GREEN THUMB LAWN & GARDEN LLC		36.95	019226
8/18/15	01515		ASPHALT						HARDRIVES ASPHALT COMPANY		1,430.32	019227
8/18/15	01046		SUPPLIES/COUPLINGS						HD SUPPLY WATERWORKS, LTD		952.20	019228
8/18/15	01512		PARTS FOR WELLS 5,8,10						HEAVY DUTY SERVICES, INC		3,950.00	019229
8/18/15	01507		LT POLES SHORTEN-E/F						HERITAGE-CRYSTAL CLEAN LLC		476.00	019230
8/18/15	00033		ABSORBANT WASTE									
8/18/15	01486		SUPPLIES/WWTP SHOWER						HOME DEPOT		1,543.99	019231
8/18/15	01051		SUPPLIES/WWTP SHOWER						LANK OIL COMPANY		4,165.25	019232
8/18/15	01406		SUPPLIES/WWTP SHOWER						LIGHT BULBS UNLIMITED		250.44	019233
8/18/15	00350		SUPPLIES/WWTP SHOWER						PAKMAIL		17.85	019234
8/18/15	00880		PARTS/SUPPLIES						PARKSON CORPORATION		3,869.40	019235
8/18/15	01410		WWTP SHOWER						POLYDYNE, INC.		5,940.00	019236
8/18/15	01052		WWTP SHOWER						RG3 METER COMPANY		339.29	019237
8/18/15	01489		WWTP SHOWER						SOUTHERN ARMATURE & PUMP CO., INC.		2,189.00	019238
8/18/15	01498		PLANT WATER GAS									
8/18/15	00441		PLANT WASTE GAS									
			MAINT GAS									
			FIELD GAS									
			HEADWORKS LIGHTS									
			ASSORTED BULBS									
			SHIPPING TO DFS									
			BELT FOR PARKSON									
			CLARIFLOC									
			STRAINER BRASS									
			200HP MOTOR/INSPECT									
			BARREL II									
			BARREL TIRE RINGS									
			TYPE I BARRICADE									
			SHIPPING									
			AIR COMPRESSOR RENTAL									
			KAO FEE									
			NUT DRIVER									
			LAB CHEMICALS									
			FREIGHT									
			CHLORINE REAGENTS									
			FREIGHT									

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CHECK DATE	VEND#	DATE	INVOICE	NUMBER	YRMO	FND	DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK#
8/18/15	00066		EXPENSED TO...							USA BLUEBOOK		1,283.94	019241
8/21/15	01089									READYREFRESH		9.93	019242
8/21/15	00514									AT & T		112.82	019243
8/21/15	01046									H & H LIQUID SLUDGE DISPOSAL, INC.		11,040.00	019244
8/21/15	00528									HD SUPPLY WATERWORKS, LTD		823.98	019245
8/21/15	00155									HOFFERS PEST SOLUTIONS, INC.		250.00	019246
8/21/15	00840									NEXTEL COMMUNICATIONS		1,198.14	019247
8/21/15	00696									NORLAB, INC.		269.50	019248
8/21/15	01530									PAUL E. BREWER & ASSOCIATES, INC.		1,150.00	019249
8/21/15	01462									ST CAVISH, NICHOLAS		52.99	019250
8/21/15	00441									URS CORPORATION SOUTHERN		5,650.73	019251
8/21/15	01264									USA BLUEBOOK		171.10	019252
8/21/15	01264									WINDSTREAM NUVOX, INC.		57.43	019253
8/24/15	01423									WINDSTREAM NUVOX, INC.		514.24	019254
8/24/15	01231									FLORIDA BLUE		52,434.40	019255

INJECTION PARTS

FREIGHT

SUPPLIES

FREIGHT

DISTILLED WATER

PLANT PHONE WATER 08/15

SLUDGE MGMT SEWER 07/15

ARV'S WELLS 5, 8 & 10

PEST CONTROL-ADMIN 08/15

PEST CONTROL-MAINT 08/15

ADMIN NEXTEL 08/15

PLANT-WATER NEXTEL 08/15

PLANT-WASTE NEXTEL 08/15

PLANT-MAINT NEXTEL 08/15

FIELD NEXTEL 08/15

NEXTEL 08/15 DUE SUNSHINE

NEXTEL 08/15 DUE CSID GF

400 TOILET DYE PACKS-CSID

SHIPPING

TITLE SEARCH

REVIEW/PREPARE SKETCH

REIMB-IPAD COVER

REPORT/GENERATOR #5

BAR SCREEN

FREIGHT

FRONT GATE PHONE 08/15

ADMIN PHONE 08/15

FIELD PHONE 08/15

PAYABLE HEALTH INS 09/15

ADMIN HEALTH INS 09/15

WATER HEALTH INS 09/15

WASTE HEALTH INS 09/15

MAINT HEALTH INS 09/15

FIELD HEALTH INS 09/15

PAYABLE LIFE INS 09/15

STD P/R DEDUCT 09/15

ADMIN LIFE INS 09/15

WATER LIFE INS 09/15

WASTE LIFE INS 09/15

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CHECK DATE	CHECK #	INVOICE #	EXPENSED TO	YRMO	FND DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK #
8/24/15	01175		MAINT LIFE INS 09/15				MUTUAL OF OMAHA			5,937.45	019256
			FIELD LIFE INS 09/15								
			UNIFORMS-WATER								
			UNIFORMS-WW								
			UNIFORMS-MAINT								
			UNIFORMS-FIELD								
			UNIFORMS-GF								
			UNIFORMS-WATER								
			UNIFORMS-WW								
			UNIFORMS-MAINT								
			UNIFORMS-FIELD								
			UNIFORMS-GF								
8/24/15	01057		SOFTWARE RENEW10/15-10/16				WORKRIGHT SOFTWARE, INC.			373.42	019257
8/27/15	01131		POST MTR 8/19/15-11/18/15				FRANCOTYP-POSTALIA, INC.			179.85	019259
8/27/15	01329		POST MTR 8/20/15-11/19/15							855.00	019260
8/27/15	01056		IRA-08/25/15 PLAN 7058800				VANTAGEPOINT TRANSFER AGENTS-705880			260.00	019261
			WA 94 ADDITIONAL				MCKUNE & ASSOCIATES, INC.			332.27	019262
			WA 101 WELLS 4/7							605.00	019263
8/27/15	01150		OFFICE SUPPLIES				OFFICE DEPOT				
8/27/15	01355		FOLDERS-JAN								
8/28/15	01194		DR-AUGUST 2015				OFFICESTREAM, INC.				
			SERVICES 07/26-08/25/2015								
			AC=010 CLEAR DRAIN LINE								
			AC=010 REFRIGERANT								
			INSPECT								
			AC=010/REFRIGERANT								
			AC=010/RELOCATED AC UNIT				AIR AMERICA AIR CONDITIONING, LLC			2,777.73	019264
8/28/15	01330		CLING N CLEAN/POOL				CHAPPY'S POOL STORE			21.19	019265
8/28/15	01511		ROAD ROCK 22.62TN @14.40				CONRAD YELVINGTON DISTRIBUTORS			455.79	019266
			FREIGHT								
8/28/15	01256		SOD								
			PALLET REFUND								
			RED MULCH								
			PALLET FEE								
			SOD								
8/28/15	00621		P405 ALIGNMENT				CORAL SPRINGS NURSERY, INC.			161.00	019267
8/28/15	01479		LOCATES ATLANTIC BLVD				CORNELL BALANCING CO., INC.			490.00	019268
8/28/15	01452		BLWR 1 VIBRATION				CRAIG A.SMITH & ASSOCIATES			450.00	019269
			HACH PH METER DOOR								
			LABOR								

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CHECK DATEINVOICE.....EXPENSED TO... VENDOR NAME STATUS AMOUNTCHECK.....
 DATE NUMBER YRMO FND DPT ACCT# SUB BANK E CHECKING - W & S AMOUNT #

CHECK DATE	VEND#	INVOICE	EXPENSED TO	VENDOR NAME	STATUS	AMOUNT	CHECK #
8/28/15	01257		PLANT E TRANSMITTER LABOR PLANT CALIBRATION LABOR	DELTA CONTROLS		5,950.00	019270
8/28/15	00018		SULFURIC ACID AMMONIA ANTISCALANT PIPE PVC REPAIR COUPLINGS REPAIR COUPLINGS CREDIT COUPLINGS - 12	THE DUMONT COMPANY, INC.		8,174.25	019271
8/28/15	00056		DISTRIBUTION 5070658 DISTRIBUTION 5070659 CBOD & TSS 5080012 CBOD & TSS 5080015 CBOD & TSS 5080016 CBOD & TSS 5080075 CBOD & TSS 5080076 CBOD & TSS 5080094 DISTRIBUTION 5080095 RO CONCEN 5080096 CBOD & TSS 5080097 DISINFECTION TEST 5080102 CBOD & TSS 5080155	FERGUSON ENTERPRISES, INC.		1,204.92	019272
8/28/15	01526		TWO PIECE MAP POSTER	FLORIDA SPECTRUM ENV. SERVICES, INC		969.60	019273
8/28/15	01360		WA#103-SAND STRAINER REQ 411 REQ 412 REQ 149 R&R REQ 150 R&R WA 88-INFLUENT 07/15 WA 99-PUMP MODS-#9-07/15 WA 105-WW EFF PUMP ELECT WA# 104-WTR METER & LINE WA#101-WELLS 4&7CONSTRUCT	FRAME-IT		239.18	019274
8/28/15	00179		SALTERIDGE KIT SENSOR CAP FREIGHT	GLOBALTECH		309,431.81	019275
8/28/15	00033		ACWINDOW UNIT/WWTP SHOWER REFUND OLD WINDOW UNIT WWTP SHOWER WWTP SHOWER WATER SUPPLIES FIELD SUPPLIES PLANT EQUIPMENT RETURN PLEDGE	HACH COMPANY		746.67	019276

CSID -----CSID----- KWOOD

*** CHECK DATES 08/01/2015 - 08/31/2015 ***
 CSID - WATER & SEWER FUND
 BANK E CHECKING - W & S

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	FND DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK#
8/28/15	00346		WTP SHOWER				HOME DEPOT			678.00	019277
8/28/15	01093		PAINT SUPPLIES				INDUSTRIAL HOSE & HYDRAULICS, INC.			111.15	019278
8/28/15	01302		SEWER MACHINE HOSE				JLS LANDSCAPE SERVICES, INC.			3,900.41	019279
8/28/15	00533		AUGUST MAINT				LEWIS, LONGMAN & WALKER, P.A.			2,320.50	019280
8/28/15	00045		LEGAL SERVICES 7/2015				POWERPLAN (NORTRAX)			154.86	019281
8/28/15	01259		REFUND				PEP BOYS			82.68	019282
8/28/15	00551		REPALED BUCKET 310J				POLLARDWATER.COM - EAST			120.64	019283
8/28/15	00351		PARTS EXPEDITING				RICE PUMP & MOTOR INC			6,300.00	019284
8/28/15	01449		BATT/SEWER MACH/SUPPLIES				RITZ SAFETY EQUIPMENT, LLC			581.74	019285
8/28/15	00782		HAND PUMPS				SCALEMEN OF FLORIDA			2,000.00	019286
8/28/15	00441		SHIPPING				SUNSHINE STATE ONE CALL OF FLA.			162.82	019287
			TAX				USA BLUEBOOK			76.05	019288
			TAX REFUND				TOTAL FOR BANK E			1,073,225.61	
			REWIND MOTOR 254				TOTAL FOR REGISTER			1,073,225.61	
			MOTOR HEATERS								
			CREDIT-TO MUCH OF ITEM								
			SAFETY SUPPLIES								
			PRO GLOVES								
			WATERPROFF GLOVES								
			LATEX GLOVES								
			RAIN COAT								
			ANNUAL SCALES								
			LOCATES-JULY 2015								
			AC=017 & 018-BELTS								
			FREIGHT								

CSID -----CSID----- KWOOD