

Solicitation 201918KW

Unit Price Contract for Manhole & Structures Rehabilitation

Bid Designation: Public



Sarasota County

Bid 201918KW

Unit Price Contract for Manhole & Structures Rehabilitation

Bid Number	201918KW
Bid Title	Unit Price Contract for Manhole & Structures Rehabilitation
Bid Start Date	Dec 10, 2019 11:15:11 AM EST
Bid End Date	Jan 15, 2020 2:30:00 PM EST
Question & Answer End Date	Jan 8, 2020 5:00:00 PM EST
Bid Contact	Kate Wood Procurement Analyst OFM - Procurement 941-275-2835 kgwood@scgov.net
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	Not Applicable
Bid Comments	Sarasota County requires contractors to provide material and services for manhole and structure rehabilitation projects throughout the County as described herein.
Required Vendor Qualifications	NO LOBBY, IMMIGRATION, PUBLIC ENTITY , LOCAL HIRING, LEGAL NAME

Item Response Form

Item	201918KW--01-01 - Letter of Bondability: Letter of Bondability
Lot Description	Upload Letter of Bondability pursuant to Section 1, Part 11.3.a.
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Sarasota County <u>No Location Specified</u>

Qty 1

Description

Upload Letter of Bondability pursuant to Section 1, Part 11.3.a.

Item	201918KW--02-01 - Cementitious Linings Category: Contractor Qualification Form for Cementitious Linings Category
Lot Description	All items for Cementitious Linings Category.
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	Sarasota County <u>No Location Specified</u>

Qty 1

Description

Upload Contractor's Contractor Qualification Form for Cementitious Linings Category here pursuant to Section 1, Part 2.3.a. and 11.2.a. of the IFB.

Item **201918KW--02-02 - Cementitious Linings Category: Bid Form 1- Cementitious Linings**

Lot Description All items for Cementitious Linings Category.

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload completed Bid Form 1 for Cementitious Linings Category pursuant to Section 1, Part 11.2.b of the IFB.

Item **201918KW--02-03 - Cementitious Linings Category: Total Bid Price for Cementitious Linings Category**

Lot Description All items for Cementitious Linings Category.

Quantity **1 each**

Unit Price

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Provide Total Bid Price as indicated on your completed Bid Form 1 for Cementitious Linings Category.

Item **201918KW--03-01 - Polyurethane Linings Category: Contractor Qualification Form for Polyurethane Linings Category**

Lot Description For all items pertaining to Polyurethane Lining Category.

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload Contractor's Contractor Qualification Form for Polyurethane Linings Category here pursuant to Section 1, Part 2.3.b. and 11.2.a. of the IFB.

Item **201918KW--03-02 - Polyurethane Linings Category: Bid Form 2- Polyurethane Linings**

Lot Description For all items pertaining to Polyurethane Lining Category.

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Sarasota County**

No Location Specified

Qty 1

Description

Upload completed Bid Form 2 for Polyurethane Linings Category pursuant to Section 1, Part 11.2.b of the IFB.

Item	201918KW--03-03 - Polyurethane Linings Category: Total Bid Price for Polyurethane Linings Category
Lot Description	For all items pertaining to Polyurethane Lining Category.
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	Sarasota County
	<u>No Location Specified</u>

Qty 1

Description

Provide Total Bid Price as indicated on your completed Bid Form 2 for Polyurethane Linings Category.

Item	201918KW--04-01 - Epoxy Lining Category: Contractor Qualification Form for Epoxy Linings Category
Lot Description	For all items pertaining to Epoxy Lining Category
Quantity	1 each
	Prices are not requested for this item.
Delivery Location	Sarasota County
	<u>No Location Specified</u>

Qty 1

Description

Upload Contractor's Contractor Qualification Form for Epoxy Linings Category here pursuant to Section 1, Part 2.3.c. and 11.2.a. of the IFB.

Item	201918KW--04-02 - Epoxy Lining Category: Bid Form 3- Epoxy Linings Category
Lot Description	For all items pertaining to Epoxy Lining Category
Quantity	1 each
	Prices are not requested for this item.
Delivery Location	Sarasota County
	<u>No Location Specified</u>

Qty 1

Description

Upload completed Bid Form 3 for Epoxy Linings Category pursuant to Section 1, Part 11.2.b of the IFB.

Item	201918KW--04-03 - Epoxy Lining Category: Total Bid Price for Epoxy Linings Category
Lot Description	For all items pertaining to Epoxy Lining Category
Quantity	1 each
Unit Price	<input type="text"/>

Delivery Location

Sarasota CountyNo Location Specified

Qty 1

Description

Provide Total Bid Price as indicated on your completed Bid Form 3 for Epoxy Linings Category.

Item

201918KW--05-01 - Geopolymer Linings Category: Contractor Qualification Form for Geopolymer Linings Category

Lot Description

For all items pertaining to Geopolymer Linings Category.

Quantity

1 each

Prices are not requested for this item.

Delivery Location

Sarasota CountyNo Location Specified

Qty 1

Description

Upload Contractor Qualification Form for Geopolymer Linings Category here pursuant to Section 1, Part 2.3.d. and 11.2.a. of the IFB.

Item

201918KW--05-02 - Geopolymer Linings Category: Bid Form 4- Geopolymer Linings Category

Lot Description

For all items pertaining to Geopolymer Linings Category.

Quantity

1 each

Prices are not requested for this item.

Delivery Location

Sarasota CountyNo Location Specified

Qty 1

Description

Upload completed Bid Form 4 for Geopolymer Linings Category pursuant to Section 1, Part 11.2.b of the IFB.

Item

201918KW--05-03 - Geopolymer Linings Category: Total Bid Price for Geopolymer Linings Category

Lot Description

For all items pertaining to Geopolymer Linings Category.

Quantity

1 each

Unit Price

Delivery Location

Sarasota CountyNo Location Specified

Qty 1

Description

Provide Total Bid Price as indicated on your completed Bid Form 4 for Geopolymer Linings Category.

**Unit Price Contract for Manhole & Structures Rehabilitation,
Bid #201918KW
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INVITATION FOR BIDS ("IFB")

SECTION 1

IFB #: 201918KW

IFB TITLE: UNIT PRICE CONTRACT FOR MANHOLE & STRUCTURES REHABILITATION

1.0 PURPOSE

Sarasota County ("County"), a political subdivision of the State of Florida, will receive bids on the date indicated in BidSync for the purpose of selecting contractors to provide materials and/or services as stated herein. Bidders are required to comply with the scope of services/specifications attached hereto and incorporated herein.

A public bid opening will be held in accordance with Florida Statutes §255.0518. The public bid opening will take place on the bid end date and time listed in BidSync, or as soon thereafter as possible. The location of the public bid opening will be posted on the County's Calendar of Events.

2.0 QUALIFICATIONS

- 2.1 The bidder must be a licensed Underground Utility Contractor or General Contractor, authorized to do business within the jurisdiction(s) where the project is to be constructed. License(s) must be active at the time of bid opening.
- 2.2 The bidder must submit references that demonstrate their ability to complete projects similar in size and scope to this project. Each project reference must have been successfully completed, as the prime contractor, within the last 5 years preceding the bid opening date and must have been for a commercial, industrial or government project with one of the projects being completed in the State of Florida. These projects must have been self-performed with Bidder employees.
- 2.3 To meet the minimum criteria listed below there is no set maximum number of project references that can be submitted for the project. Examples of similar size and scope may include the following:
 - a. For Cementitious Linings – provide project references with experience installing cementitious interior coating systems for a minimum of 300 sanitary manhole structures or a minimum of 20,000 SF (square feet) of surface area.
 - b. For Polyurethane Linings – provide project references with experience installing polyurethane interior coating systems for a minimum of 300 sanitary manhole structures or a minimum of 20,000 SF (square feet) of surface area.
 - c. For Epoxy Linings – provide project references with experience installing epoxy interior coating systems for a minimum of 300 sanitary manhole structures or a minimum of 20,000 SF (square feet) of surface area.



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- d. For Geopolymer Linings - provide project references with experience installing geopolymer interior coating systems for a minimum of 300 sanitary manhole structures or a minimum of 20,000 SF (square feet) of surface area.
- 2.4 **Only project references submitted on the Contractor's Qualification** Forms at the time of bid submittal will be used to verify qualifications have been met.
- 2.5 Bidder must be prepared to submit, within five days of Sarasota County's request, written evidence of documents, such as financial data, additional data related to previous experience, qualifications and previous experience of superintendents and assistants, and evidence of authority to conduct business in the jurisdiction where the project is located.

3.0 FDOT PRE-QUALIFIED CONTRACTORS

- ☐ Applicable ☒ Not Applicable

4.0 PRE-BID CONFERENCE

- 4.1 All conferences will take place at the time, date and location specified in BidSync.
- ☒ No pre-bid conference or site visit is scheduled
- 4.2 When applicable, Bidders are advised to visit each location to familiarize themselves with all work areas. Failure to do so will in no manner relieve the Bidder from furnishing materials or services that may be required to carry out and complete the contract in accordance with the intent of the specifications listed herein.
- 4.3 Questions asked at a pre-bid conference will be formally answered via an addendum. Bidders shall not rely on oral communications.

5.0 BIDDER

- 5.1 **For the purpose of this IFB, the term "Bidder" is defined as the legal entity submitting the bid and/or identified on the electronic bid submittal. The Bidder awarded the contract is referred to as either "successful Bidder" or "Contractor" herein.**
 - a. Bidders intending to submit a bid as a joint venture with another company must provide documentation attesting to the formation of that joint venture with their bid submittal.
 - b. Bidders proposing to engage in construction contracting as a joint venture or partnership must apply for registration with the State of Florida, Department of Business and Professional Regulation and any



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other state or local licensing agencies, as required by Florida State Statute 489.119, prior to the date bids are due.

- 5.2 The estimated quantities of work and materials stated in the bid form are approximate only and are intended to be used solely for the comparison of bids. Estimated quantities are not guaranteed. Actual quantities may be more or less than the estimates.
- 5.3 Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract documents.
- 5.4 It is understood that quantities may be increased, decreased or deleted as provided in the contract documents without invalidating any of the unit prices bid.
- 5.5 The Bidder shall carefully examine the site of the work, the plans, and other bid documents for the work contemplated. It is the responsibility of the Bidder to investigate and become fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the contract documents. Failure to do so does not relieve a successful Bidder of his obligations to furnish all materials, equipment, and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid.
- 5.6 Submission of a bid constitutes an incontrovertible representation that the Bidder has complied with every requirement of this paragraph and that bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 5.7 Should the Bidder discover any ambiguity, inconsistency, or error, Bidder will be required to seek an interpretation as described above in advance of submitting the bid or otherwise will be prohibited from taking advantage of such ambiguity, inconsistency or error. If Bidder has not received a written clarification on an ambiguity, the Bidder shall be required to submit his bid on the basis of the highest price necessary to complete the task in question.

6.0 AWARD

- 6.1 It is the intent of the County to award a contract to the responsive and responsible Bidder submitting the lowest total bid price for each category. Bidders are not required to submit a bid for all categories; however, Bidders must submit a price for every line item within a category to be considered for award of that category. A Bidder may submit a bid for, and be awarded, multiple categories. Categories are as stated below:

- a. Cementitious Linings



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- b. Polyurethane Linings
- c. Epoxy Linings
- d. Geopolymer Linings

- 6.2 In the event of a tie, the IFB tie-breaking procedures identified in the Sarasota County Procurement Manual will apply.
- a. To be considered, tied Bidders will be required to provide documentation certifying they have implemented a drug-free workplace program meeting the requirements stipulated in Section 287.087, Florida Statutes. Documentation must be provided within the time specified by the County at the time of request.

- 6.3 ☒ Local Preference is only applicable if this box is checked.

In awarding this bid, preference shall be given to local businesses in accordance with Section 2-215 of the Sarasota County Procurement Code.

- 6.4 The Bidder agrees, if this Bid is accepted, to contract with the Board of County Commissioners, Sarasota County to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to construct the work covered by the bid and other contract documents.

7.0 ASSIGNMENT OF WORK

- 7.1 Work shall be assigned via issuance of a work assignment ("Work Assignment") for each individual project.
- 7.2 Work Assignments may include line items that are not included on the Contract fee schedule, provided the cumulative cost of those non-competed items do not exceed 25% of the total Work Assignment or \$50,000.00 whichever is less. Pricing for non-competed line items will be negotiated between the County and the awarded Contractor.
- 7.3 The County may schedule and/or require a pre-service meeting before a Work Assignment is assigned.
- 7.4 If a Contractor declines five Work Assignments within a twelve (12) month period, that contract may be terminated at the sole discretion of the County.
- 7.5 The total cost of an individual Work Assignment inclusive of all negotiated line items, and County authorized contingency, shall not exceed the threshold as established by 255.20 Florida Statutes.

8.0 CONTINGENCY

- ☒ Only applicable if this box is checked.



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If during the performance of any Work Assignment, an unforeseen circumstance occurs that triggers an additional expense, a contingency of up to 10% per project may be allowed. Any use of contingency funds is subject to the written approval of the County project manager, and any unused contingency shall not be paid out as a part of any final payment.

9.0 QUALITY GUARANTEE

- 9.1 Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work specified by this solicitation shall be new and of the most suitable grade for the purpose intended.
- 9.2 Except where specifically noted, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number shall be regarded as establishing a level of quality, performance, warranty, etc. required and shall not be construed as limiting competition.

10.0 SUBMITTAL INSTRUCTIONS

- 10.1 Bids must be submitted electronically in BidSync no later than the bid end date specified in BidSync. Bids submitted by any other method will not be accepted. The County assumes no responsibility for any bids received after the bid end date. Late submittals will not be accepted.
- 10.2 Bids submitted cannot be viewed by anyone other than the Bidder until the official bid opening occurs. Submitted bids will be made public in accordance with Florida Public Record laws found in Ch. 119, F.S.

11.0 BIDDER CERTIFICATIONS / SUBMITTAL DOCUMENTS

- 11.1 **Electronic Forms** - The forms checked below are provided as attachments to this IFB.

- a. Local Business Certification – **Select "N/A" on the Local Business Certification** if you do not qualify as a local business.

☒ Required ☐ Not Applicable

- b. Sworn Statement, Compliance With The Florida Trench Safety Act (CON-TRENCH)

Bidder shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included in the separate line items of the bid and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided



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herein with this bid. It may also be requested for work assignments.

☒ Required ☐ Not Applicable

11.2 **Attached Documents** - The documents listed below are provided as attachments to this IFB and if checked must be **uploaded** as an electronic attachment with your submittal.

a. **Contractor's Qualification Form(s) (CQF)**

☒ Required ☐ Not Applicable

b. **Bid Form**

Bidders must use the Bid Form provided by the County to provide line item pricing.

☒ Required ☐ Not Applicable

c. **List of Subcontractors Form**

Bidders shall obtain prior written approval of subcontractors and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the contract who is not an employee or a leased employee of the successful Bidder.

☐ Required ☒ Not Applicable

d. **Bid Bond** – Bidder must upload a copy of its Bid Bond with its submittal. Upon notification by the County, the apparent low bidder must deliver the original Bid Bond (or Cashier's check) to the Procurement contact identified in BidSync within five (5) business days of the notification. If the apparent low bidder fails to submit the original bid bond (or cashier's check) within five (5) business days of the notification, that bidder will be deemed non-responsive.

☐ Required ☒ Not Applicable

If specified above, a copy of the **bid bond or certified cashier's check** payable to the Board of County Commissioners equal to 5% of the total bid must be uploaded in BidSync as part of the bid submittal. Any issuer of a bid bond must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. **Best rating of B+ (Very Good) or better if Contractor's bid is under \$500,000.00, and A- (Excellent) or better if Contractor's bid is over \$500,000.00.**

Bid bonds shall contain in type or print the description of the construction in the same language as in the invitation for bids.

11.3 **Other Submittal Documents** – The documents listed below must be uploaded as attachments with your bid submittal.



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a. Letter of Bondability

☒ Required ☐ Not Applicable

This bid does not require a Bid Bond, however the Bidder must submit with their bid a Letter of Bondability from their Surety Company (not the surety agent) showing their bonding capacity which shall not be less than \$1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of **B+ (Very Good) or better if Contractor's bid is under \$500,000.00, and A- (Excellent) or better if Contractor's bid is over \$500,000.00.**

If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-Fact, to make, execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability.

11.4 **Required Qualification Documents** –All Bidders must complete the qualifications listed below in BidSync prior to the submittal due date and time.

- a. (REQUIRED) NO LOBBY: All Bidders must complete a No Lobby qualification in BidSync prior to the submittal due date and time.
- b. (REQUIRED) IMMIGRATION: All Bidders must verify they meet Federal and State employment eligibility requirements by completing the Immigration Qualification (Employment Eligibility) qualification in BidSync prior to the submittal due date and time.
- c. (REQUIRED) LOCAL HIRING: All Bidders must acknowledge **Sarasota County's Local Hiring Initiative** Resolution 2013-127, by completing the Local Hiring Qualification in BidSync prior to the submittal due date and time.
- d. (REQUIRED) PUBLIC ENTITY: All Bidders are required to complete the Public Entity Qualification in BidSync prior to the submittal due date and times as an acknowledgement of compliance with Section 287.133(3) (a), Florida Statutes, on Public Entity Crimes.
- e. (REQUIRED) LEGAL NAME: All Bidders must provide the legal name of the organization submitting the bid by completing the Legal Name qualification in BidSync prior to the submittal due date and time.

11.5 **JV (Joint Venture):** Bidders submitting as a joint venture or partnership must complete the JV qualification (and upload all required joint venture documentation) in BidSync prior to the submittal due date and time.



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- 11.6 **PR (Public Record Disclosure):** Bidders claiming an exemption from public records disclosure under Florida public records law must complete the PR qualification (and upload all required documentation) in BidSync prior to the submittal due date and time.

12.0 FAILURE TO EXECUTE CONTRACT

Following the bid opening and review of the bid(s), the County will post a Notice of Recommended Award. After posting the Notice of Recommended Award, the County will forward to the successful Bidder contract(s) and related documents to be executed. If within 10 days the successful Bidder does not execute the contract documents and furnish the required bonds properly signed by the successful Bidder and the surety or sureties satisfactory to the County, along with the insurance as required in the contract documents, the successful Bidder may be deemed to be in default and the County may retain his bid bond. Award may then be made to the next lowest responsive and responsible Bidder or all bids may be rejected.

13.0 PERFORMANCE AND PAYMENT BOND

☒ Required ☐ Not Applicable

- 13.1 For bids (including contingency amounts) of \$200,000.00 or more, a performance and payment bond of 100% of the contract or work assignment amount shall be required. Any bonding company submitting a performance and payment bond to Sarasota County Government must be licensed to transact a fidelity and surety business in the State of Florida, and shall have an A.M. Best rating of: if bond is under \$500,000 "B+" (very good) or better, and over \$500,000 "A-" (excellent) or better, and a "T" Underwriting Limitation not exceeded by this project's bond.

13.2 Execution of Bonds and Power of Attorney

- a. If the successful Bidder is a partnership, each bond should be signed by each of the individuals who are partners; if a corporation, the bonds should be signed in the correct corporate name by a duly authorized officer, agent or attorney-in-fact. The appropriate number of bonds should be executed to correspond to the number of signatories to the contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of power-of-attorney or other certification of authority where bond is executed by agent, officer or other representative of successful Bidder or surety; (c) duly certified extract from by-laws or resolutions of Surety under which power-of-attorney or other certificate of authority of its agent, officer or representative was issued.
- b. Attorneys-in-fact who sign bid bonds or performance and payment bonds must file with such bond a certified copy of their power-of-attorney to sign such bonds. Attorneys-in-fact must place name,



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address, and telephone number on this certificate.

14.0 DESIGNATION OF CONTRACTOR AS OPERATOR

☒ Applicable ☐ Not Applicable

It shall be the responsibility of the Contractor to complete, sign and submit with appropriate fee amount to the FDEP, Form 62-621.300(4)(b) Notice of Intent (NOI) to Use Generic Permit For Storm Water Discharge From Large and Small Construction Activities (Rule 62-621.300(4), FAC).

Proof of acceptance by the FDEP, including the assigned authorization number and a copy of the Contractor's Storm Water Pollution Prevention Plan for the project shall be submitted to the County prior to commencement of construction activities.

The Contractor shall be considered the operator for duration of the project.

15.0 COUNTY WORKPLACE POLICY COMPLIANCE

- 15.1 Smoking – Smoking is not permitted inside any County facility. Smoking is restricted to designated smoking areas outside a facility.
- 15.2 Parking – The Bidder's representatives shall abide by all parking restrictions. The Bidder's vehicles are subject to the same restrictions, limitations, fines and tickets as posted for any other vehicle. Where time limit restrictions exceed the required time to provide services, arrangements shall be made in advance.
- 15.3 Alcohol/Drugs – Service personnel under the influence of alcohol and/or non-prescription drugs are not permitted to work in County facilities. Any person known or thought to be under these influences will be escorted off County property.
- 15.4 Security - The Bidder must adhere to all Sarasota County security procedures. The Bidder's work force shall be made up of persons legally authorized to perform work in the United States. The Bidder shall, at the County's request, submit the following information for each of their employees: name, date of birth, social security number and green card (if applicable).

16.0 TRAVEL EXPENSE

Travel expenses will be reimbursed in accordance with Section 112.061, F.S. and the Sarasota County Board of County Commissioners Resolution No. 2016-170.

17.0 IDENTIFICATION

The Bidder shall require all employees to visibly wear identification while on County property. Said identification shall contain a color photograph of the employee, the name of the employee and the name of the company. Persons not conforming to this requirement may be denied access to the building. Denial of access does not alleviate the Bidder's responsibilities herein.



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18.0 MINORITY BUSINESS ENTERPRISES

- 18.1 Bidder(s) awarded construction contracts who intend to subcontract for materials or services required for the project are encouraged to subcontract with certified minority business enterprise/firm(s) or show good faith effort.
- 18.2 When funding is being provided by an outside agency (Example: Florida Department of Environmental Protection (FDEP), Community Development Block Grant (CDBG), State Revolving Funds (SRF), Florida Department of Transportation (FDOT) Local Agency Program (LAP), Southwest Florida Water Management District (SWFWMD) etc.) their requirements will take precedence.

BID FORM

BID FORM 1 - COATING METHOD - CEMENTITIOUS					
UNIT PRICE CONTRACT FOR MANHOLE &					
STRUCTURES REHABILITATION, BID #201918KW					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
A - MANHOLE & STRUCTURES COATING -CEMENTITIOUS					
1	Cementitious Based Coating 48" Diameter 1/2" Minimum Thickness	VF	2,400	\$ -	\$ -
2	Cementitious Based Coating 48" Diameter 1" Minimum Thickness	VF	2,400	\$ -	\$ -
3	Cementitious Based Coating 60" Diameter 1/2" Minimum Thickness	VF	200	\$ -	\$ -
4	Cementitious Based Coating 60" Diameter 1" Minimum Thickness	VF	100	\$ -	\$ -
5	Structure Cementitious Based Coating - 1/2" Min. Thickness	SF	20,000	\$ -	\$ -
6	Structure Cementitious Based Coating - 1" Min. Thickness	SF	10,000	\$ -	\$ -
SUBTOTAL A - MANHOLE & STRUCTURES COATING - CEMENTITIOUS					\$ -
B - MANHOLE & STRUCTURES REPAIR					
7	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock or Similar Liner)	SF	5,000	\$ -	\$ -
8	Removal of Existing Manhole or Wetwell T-Lock or Similar Lining System	SF	2,000	\$ -	\$ -
9	Patching & Profiling - Cementitious Grout Only	SF	2,000	\$ -	\$ -
10	Infiltration Control - Cementitious or Chemical Grout	GAL	1,000	\$ -	\$ -
11	Bonding Compound	GAL	200	\$ -	\$ -
12	Bench and Invert Channel Repair	LF	100	\$ -	\$ -
13	Chimney Repairs	VF	100	\$ -	\$ -
14	Chimney Replacement	VF	100	\$ -	\$ -
15	Manhole Rim & Cover Replacement - Paved Areas	EA	90	\$ -	\$ -
16	Manhole Rim & Cover Replacement - Grassed Areas	EA	10	\$ -	\$ -
17	Seam Extrusion Welding	LF	10	\$ -	\$ -
18	Fusion Welding of Pipe Boot	EA	5	\$ -	\$ -
19	Install Rain Water Protector	EA	50	\$ -	\$ -
SUBTOTAL B - MANHOLE & STRUCTURES REPAIR					\$ -
C - CLEANING, TELEVISING AND ASSESSMENT					
20	Cleaning Manholes	EA	600	\$ -	\$ -
21	Cleaning Structures	EA	20	\$ -	\$ -
22	Televising (USB)/Photographs(USB) Manholes	EA	600	\$ -	\$ -
23	Televising (USB)/Photographs(USB) Structures	EA	20	\$ -	\$ -
24	GPS Mapping of County Requested Manholes	EA	300	\$ -	\$ -

BID FORM

BID FORM 1 - COATING METHOD - CEMENTITIOUS					
UNIT PRICE CONTRACT FOR MANHOLE &					
STRUCTURES REHABILITATION, BID #201918KW					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
SUBTOTAL C - CLEANING, TELEVISIONING AND ASSESSMENT					\$ -

BID FORM

BID FORM 1 - COATING METHOD - CEMENTITIOUS					
UNIT PRICE CONTRACT FOR MANHOLE &					
STRUCTURES REHABILITATION, BID #201918KW					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
D - ANCILLARY SERVICES					
25	Bypass Pumping - 4" Pump	DAY	10	\$ -	\$ -
26	Bypass Pumping - 6" Pump	DAY	10	\$ -	\$ -
27	Bypass Pumping - 8" Pump	DAY	10	\$ -	\$ -
28	Bypass Pumper Truck	HOUR	80	\$ -	\$ -
29	Bypass Vac-Truck	HOUR	80	\$ -	\$ -
30	Maintenance of Traffic (MOT) -Arterial	EA	10	\$ -	\$ -
31	Maintenance of Traffic (MOT) - FDOT	EA	10	\$ -	\$ -
32	Emergency Mobilization	EA	1	\$ -	\$ -
SUBTOTAL D - ANCILLARY SERVICES					\$ -
Note: Unit prices on this bid form correspond to the items listed in the Measurement & Payment Section 01026 of the Technical Specifications.					
SUMMARY OF BID FORM 1 - COATING METHOD - CEMENTITIOUS					
SUBTOTAL BID PRICE (A) MANHOLE AND STRUCTURES COATING - CEMENTITIOUS (SUM ITEMS 1 -6)					\$ -
SUBTOTAL BID PRICE (B) MANHOLE AND STRUCTURES REPAIR (SUM ITEMS 7 - 19)					\$ -
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING AND ASSESSMENT (SUM ITEMS 20 - 24)					\$ -
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES (SUM ITEMS 25-32)					\$ -
TOTAL BID PRICE BID PRICE 1 - COATING METHOD - CEMENTITIOUS (SUM A THROUGH D)					\$ -
TOTAL BID PRICE 1 - CEMENTITIOUS (Written in Words):					

BID FORM

BID FORM 2 - COATING METHOD - POLYURETHANE					
UNIT PRICE CONTRACT FOR MANHOLE & STRUCTURES REHABILITATION, BID #201918KW					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
A - MANHOLE & STRUCTURES COATING - POLYURETHANE					
1	Polyurethane Resin Based Coating 48" Diameter 1/8" Minimum Thickness	VF	1,200	\$ -	\$ -
2	Polyurethane Resin Based Coating 48" Diameter 1/4" Minimum Thickness	VF	1,200	\$ -	\$ -
3	Polyurethane Resin Based Coating 48" Diameter 1/2" Minimum Thickness	VF	600	\$ -	\$ -
4	Polyurethane Resin Based Coating 48" Diameter 1" Minimum Thickness	VF	200	\$ -	\$ -
5	Polyurethane Resin Based Coating 60" Diameter 1/8" Minimum Thickness	VF	200	\$ -	\$ -
6	Polyurethane Resin Based Coating 60" Diameter 1/4" Minimum Thickness	VF	300	\$ -	\$ -
7	Polyurethane Resin Based Coating 60" Diameter 1/2" Minimum Thickness	VF	200	\$ -	\$ -
8	Polyurethane Resin Based Coating 60" Diameter 1" Minimum Thickness	VF	200	\$ -	\$ -
9	Structure Polyurethane Resin Based Coating 1/8" Minimum Thickness	SF	6,000	\$ -	\$ -
10	Structure Polyurethane Resin Based Coating 1/4" Minimum Thickness	SF	12,000	\$ -	\$ -
11	Structure Polyurethane Resin Based Coating 1/2" Minimum Thickness	SF	7,000	\$ -	\$ -
12	Structure Polyurethane Resin Based Coating 1" Minimum Thickness	SF	6,000	\$ -	\$ -
SUBTOTAL A - MANHOLE & STRUCTURES COATING - POLYURETHANE					\$ -
B - MANHOLE & STRUCTURES REPAIR					
13	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock or Similar Liner)	SF	5,000	\$ -	\$ -
14	Removal of Existing Manhole or Wetwell T-Lock or Similar Lining System	SF	2,000	\$ -	\$ -
15	Patching & Profiling - Cementitious Grout Only	SF	2,000	\$ -	\$ -
16	Infiltration Control - Cementitious or Chemical Grout	GAL	1,000	\$ -	\$ -
17	Bonding Compound	GAL	200	\$ -	\$ -
18	Bench and Invert Channel Repair	LF	100	\$ -	\$ -
19	Chimney Repairs	VF	100	\$ -	\$ -
20	Chimney Replacement	VF	100	\$ -	\$ -
21	Manhole Rim & Cover Replacement - Paved Areas	EA	90	\$ -	\$ -
22	Manhole Rim & Cover Replacement - Grassed Areas	EA	10	\$ -	\$ -
23	Seam Extrusion Welding	LF	10	\$ -	\$ -
24	Fusion Welding of Pipe Boot	EA	5	\$ -	\$ -
25	Install Rain Water Protector	EA	50	\$ -	\$ -
SUBTOTAL B - MANHOLE & STRUCTURES REPAIR					\$ -

BID FORM

BID FORM 2 - COATING METHOD - POLYURETHANE					
UNIT PRICE CONTRACT FOR MANHOLE &					
STRUCTURES REHABILITATION, BID #201918KW					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
C - CLEANING, TELEVISIONING AND ASSESSMENT					
26	Cleaning Manholes	EA	600	\$ -	\$ -
27	Cleaning Structures	EA	20	\$ -	\$ -
28	Televising (USB)/Photographs(USB) Manholes	EA	600	\$ -	\$ -
29	Televising (USB)/Photographs(USB) Structures	EA	20	\$ -	\$ -
30	GPS Mapping of County Requested Manholes	EA	300	\$ -	\$ -
SUBTOTAL C - CLEANING, TELEVISIONING AND ASSESSMENT					\$ -

BID FORM

BID FORM 2 - COATING METHOD - POLYURETHANE					
UNIT PRICE CONTRACT FOR MANHOLE & STRUCTURES REHABILITATION, BID #201918KW					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
D - ANCILLARY SERVICES					
31	Bypass Pumping - 4" Pump	DAY	10	\$ -	\$ -
32	Bypass Pumping - 6" Pump	DAY	10	\$ -	\$ -
33	Bypass Pumping - 8" Pump	DAY	10	\$ -	\$ -
34	Bypass Pumper Truck	HOUR	80	\$ -	\$ -
35	Bypass Vac-Truck	HOUR	80	\$ -	\$ -
36	Maintenance of Traffic (MOT) -Arterial	EA	10	\$ -	\$ -
37	Maintenance of Traffic (MOT) - FDOT	EA	10	\$ -	\$ -
38	Emergency Mobilization	EA	1	\$ -	\$ -
SUBTOTAL D - ANCILLARY SERVICES					\$ -
Note: Unit prices on this bid form correspond to the items listed in the Measurement & Payment Section 01026 of the Technical Specifications.					
SUMMARY OF BID FORM 2 - COATING METHOD - POLYURETHANE					
SUBTOTAL BID PRICE (A) MANHOLE AND STRUCTURES COATING - POLYURETHANE (SUM ITEMS 1 -12)					\$ -
SUBTOTAL BID PRICE (B) MANHOLE AND STRUCTURES REPAIR (SUM ITEMS 13 - 25)					\$ -
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING AND ASSESSMENT (SUM ITEMS 26-30)					\$ -
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES (SUM ITEMS 31-38)					\$ -
TOTAL BID PRICE 2-COATING METHOD - POLYURETHANE					\$ -
TOTAL BID PRICE 2 - POLYURETHANE (Written in Words):					

BID FORM

BID FORM 3 - COATING METHOD - EPOXY					
UNIT PRICE CONTRACT FOR MANHOLE &					
STRUCTURES REHABILITATION, BID #201918KW					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
A - MANHOLE & STRUCTURES COATING - EPOXY					
1	Epoxy Resin Based Coating 48" Diameter 1/8" Minimum Thickness	VF	1,200	\$ -	\$ -
2	Epoxy Resin Based Coating 48" Diameter 1/4" Minimum Thickness	VF	1,200	\$ -	\$ -
3	Epoxy Resin Based Coating 48" Diameter 1/2" Minimum Thickness	VF	600	\$ -	\$ -
4	Epoxy Resin Based Coating 60" Diameter 1/8" Minimum Thickness	VF	200	\$ -	\$ -
5	Epoxy Resin Based Coating 60" Diameter 1/4" Minimum Thickness	VF	300	\$ -	\$ -
6	Epoxy Resin Based Coating 60" Diameter 1/2" Minimum Thickness	VF	200	\$ -	\$ -
7	Structure Epoxy Resin Based Coating 1/8" Minimum Thickness	SF	6,000	\$ -	\$ -
8	Structure Epoxy Resin Based Coating 1/4" Minimum Thickness	SF	12,000	\$ -	\$ -
9	Structure Epoxy Resin Based Coating 1/2" Minimum Thickness	SF	12,000	\$ -	\$ -
10	125 Mil Variance	SF	10,000	\$ -	\$ -
SUBTOTAL A - MANHOLE & STRUCTURES COATING - EPOXY					\$ -
B - MANHOLE & STRUCTURES REPAIR					
11	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock or Similar Liner)	SF	5,000	\$ -	\$ -
12	Removal of Existing Manhole or Wetwell T-Lock or Similar Lining System	SF	2,000	\$ -	\$ -
13	Patching & Profiling - Cementitious Grout Only	SF	2,000	\$ -	\$ -
14	Infiltration Control - Cementitious or Chemical Grout	GAL	1,000	\$ -	\$ -
15	Bonding Compound	GAL	200	\$ -	\$ -
16	Bench and Invert Channel Repair	LF	100	\$ -	\$ -
17	Chimney Repairs	VF	100	\$ -	\$ -
18	Chimney Replacement	VF	100	\$ -	\$ -
19	Manhole Rim & Cover Replacement - Paved Areas	EA	90	\$ -	\$ -
20	Manhole Rim & Cover Replacement - Grassed Areas	EA	10	\$ -	\$ -
21	Seam Extrusion Welding	LF	10	\$ -	\$ -
22	Fusion Welding of Pipe Boot	EA	5	\$ -	\$ -
23	Install Rain Water Protector	EA	50	\$ -	\$ -
SUBTOTAL B - MANHOLE & STRUCTURES REPAIR					\$ -
C - CLEANING, TELEVISIONING AND ASSESSMENT					
24	Cleaning Manholes	EA	600	\$ -	\$ -
25	Cleaning Structures	EA	20	\$ -	\$ -

BID FORM

BID FORM 3 - COATING METHOD - EPOXY					
UNIT PRICE CONTRACT FOR MANHOLE &					
STRUCTURES REHABILITATION, BID #201918KW					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
26	Televising (USB)/Photographs(USB) Manholes	EA	600	\$ -	\$ -
27	Televising (USB)/Photographs(USB) Structures	EA	20	\$ -	\$ -
28	GPS Mapping of County Requested Manholes	EA	300	\$ -	\$ -
SUBTOTAL C - CLEANING, TELEVISIONING AND ASSESSMENT					\$ -

BID FORM

BID FORM 3 - COATING METHOD - EPOXY					
UNIT PRICE CONTRACT FOR MANHOLE &					
STRUCTURES REHABILITATION, BID #201918KW					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
D - ANCILLARY SERVICES					
29	Bypass Pumping - 4" Pump	DAY	10	\$ -	\$ -
30	Bypass Pumping - 6" Pump	DAY	10	\$ -	\$ -
31	Bypass Pumping - 8" Pump	DAY	10	\$ -	\$ -
32	Bypass Pumper Truck	HOURL	80	\$ -	\$ -
33	Bypass Vac-Truck	HOURL	80	\$ -	\$ -
34	Maintenance of Traffic (MOT) -Arterial	EA	10	\$ -	\$ -
35	Maintenance of Traffic (MOT) - FDOT	EA	10	\$ -	\$ -
36	Emergency Mobilization	EA	1	\$ -	\$ -
SUBTOTAL D - ANCILLARY SERVICES					\$ -
Note: Unit prices on this bid form correspond to the items listed in the Measurement & Payment Section 01026 of the Technical Specifications.					
SUMMARY OF BID FORM 3 - COATING METHOD - EPOXY					
SUBTOTAL BID PRICE (A) MANHOLE AND STRUCTURES COATING - EPOXY (SUM ITEMS 1 -10)					\$ -
SUBTOTAL BID PRICE (B) MANHOLE AND STRUCTURES REPAIR (SUM ITEMS 11-23)					\$ -
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING AND ASSESSMENT (SUM ITEMS 24-28)					\$ -
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES (SUM ITEMS 29-36)					\$ -
TOTAL BID PRICE 3 - COATING METHOD - EPOXY					\$ -
TOTAL BID PRICE 3 -EPOXY (Written in Words):					

BID FORM

BID FORM 4 - COATING METHOD - GEOPOLYMER MORTAR					
UNIT PRICE CONTRACT FOR MANHOLE &					
STRUCTURES REHABILITATION, BID #201918KW					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
A - MANHOLE & STRUCTURES COATING - GEOPOLYMER MORTAR					
1	GeoPolymer Mortar Coating 48" Diameter 1/2" Minimum Thickness	VF	2,400	\$ -	\$ -
2	GeoPolymer Mortar Coating 48" Diameter 1" Minimum Thickness	VF	2,400	\$ -	\$ -
3	GeoPolymer Mortar Coating 60" Diameter 1/2" Minimum Thickness	VF	200	\$ -	\$ -
4	GeoPolymer Mortar Coating 60" Diameter 1" Minimum Thickness	VF	100	\$ -	\$ -
5	Structure GeoPolymer Based Coating 1/2" Minimum Thickness	SF	20,000	\$ -	\$ -
6	Structure GeoPolymer Based Coating 1" Minimum Thickness	SF	10,000	\$ -	\$ -
SUBTOTAL A - MANHOLE & STRUCTURES COATING -GEOPOLYMER MORTAR					\$ -
B - MANHOLE & STRUCTURES REPAIR					
7	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock or Similar Liner)	SF	5,000	\$ -	\$ -
8	Removal of Existing Manhole or Wetwell T-Lock or Similar Lining System	SF	2,000	\$ -	\$ -
9	Patching & Profiling - Cementitious Grout Only	SF	2,000	\$ -	\$ -
10	Infiltration Control - Cementitious or Chemical Grout	GAL	1,000	\$ -	\$ -
11	Bonding Compound	GAL	200	\$ -	\$ -
12	Bench and Invert Channel Repair	LF	100	\$ -	\$ -
13	Chimney Repairs	VF	100	\$ -	\$ -
14	Chimney Replacement	VF	100	\$ -	\$ -
15	Manhole Rim & Cover Replacement - Paved Areas	EA	90	\$ -	\$ -
16	Manhole Rim & Cover Replacement - Grassed Areas	EA	10	\$ -	\$ -
17	Seam Extrusion Welding	LF	10	\$ -	\$ -
18	Fusion Welding of Pipe Boot	EA	5	\$ -	\$ -
19	Install Rain Water Protector	EA	50	\$ -	\$ -
SUBTOTAL B - MANHOLE & STRUCTURES REPAIR					\$ -
C - CLEANING, TELEVISING AND ASSESSMENT					
20	Cleaning Manholes	EA	600	\$ -	\$ -
21	Cleaning Structures	EA	20	\$ -	\$ -
22	Televising (USB)/Photographs(USB) Manholes	EA	600	\$ -	\$ -
23	Televising (USB)/Photographs(USB) Structures	EA	20	\$ -	\$ -
24	GPS Mapping of County Requested Manholes	EA	300	\$ -	\$ -
SUBTOTAL C - CLEANING, TELEVISING AND ASSESSMENT					\$ -

BID FORM

BID FORM 4 - COATING METHOD - GEOPOLYMER MORTAR					
UNIT PRICE CONTRACT FOR MANHOLE &					
STRUCTURES REHABILITATION, BID #201918KW					
Bidders must provide prices for each line item for their bid to be considered responsive.					
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)
D - ANCILLARY SERVICES					
25	Bypass Pumping - 4" Pump	DAY	10	\$ -	\$ -
26	Bypass Pumping - 6" Pump	DAY	10	\$ -	\$ -
27	Bypass Pumping - 8" Pump	DAY	10	\$ -	\$ -
28	Bypass Pumper Truck	HOUR	80	\$ -	\$ -
29	Bypass Vac-Truck	HOUR	80	\$ -	\$ -
30	Maintenance of Traffic (MOT) -Arterial	EA	10	\$ -	\$ -
31	Maintenance of Traffic (MOT) - FDOT	EA	10	\$ -	\$ -
32	Emergency Mobilization	EA	1	\$ -	\$ -
SUBTOTAL D - ANCILLARY SERVICES					\$ -
Note: Unit prices on this bid form correspond to the items listed in the Measurement & Payment Section 01026 of the Technical Specifications.					
SUMMARY OF BID FORM 4 - COATING METHOD - GEOPOLYMER MORTAR					
SUBTOTAL BID PRICE (A) MANHOLE AND STRUCTURES COATING - GEOPOLYMER MORTAR (SUM ITEMS 1 - 6)					\$ -
SUBTOTAL BID PRICE (B) MANHOLE AND STRUCTURES REPAIR (SUM ITEMS 7-19)					\$ -
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING AND ASSESSMENT (SUM ITEMS 20-24)					\$ -
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES (SUM ITEMS 25-32)					\$ -
TOTAL BID PRICE 4-COATING METHOD - GEOPOLYMER MORTAR					\$ -
TOTAL BID PRICE 4 - GEOPOLYMER MORTAR (Written in Words):					

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

1.0 DEFINITIONS

- 1.1 *County* shall mean Sarasota County.
- 1.2 *Offer* shall mean the response submitted by an offeror to the County's solicitation.
- 1.3 *Offeror* shall mean the legal entity or individual submitting an offer to the County in response to a solicitation. Offeror may also be referred to in solicitation documents as bidder, consultant, firm, proposer, vendor or contractor.
- 1.4 *Evaluation Committee* shall mean those individuals approved by the Procurement Official, or designee, to evaluate offers.

2.0 AVAILABILITY OF DOCUMENTS

- 2.1 All documentation related to Sarasota County solicitations is available through BidSync at www.bidsync.com.
- 2.2 It is solely the responsibility of each offeror to ensure they have obtained current copies of all documents issued by the County in relation to any solicitation.
- 2.3 Only documents obtained directly from BidSync (www.bidsync.com) are official versions. Offerors who rely on any other sources for such documents, do so at their own risk.

3.0 QUESTIONS & ADDENDA

- 3.1 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted electronically through BidSync. All questions must be received no later than the deadline specified in the solicitation. No verbal requests for information will be honored.
- 3.2 The electronic response posted in BidSync or the posting of an addendum in BidSync are the only official methods whereby interpretation, clarification or additional information will be provided. It shall be the responsibility of each offeror, prior to submitting their offer, to visit BidSync and determine if addenda were issued and to make such addenda a part of their offer.
- 3.3 The County shall not be responsible for oral interpretations or representations made by County employees, representatives or third parties. Any questions raised at a pre-solicitation meeting will be formally answered in an addendum.
- 3.4 By submitting an offer, offerors acknowledge receipt of any and all issued addenda, and agree to the provisions of each.

4.0 PUBLIC MEETINGS

Notice of any public meetings pertaining to this solicitation shall be posted on the County calendar at www.scgov.net.

5.0 RESPONSIVENESS TO SOLICITATION REQUIREMENTS

- 5.1 To be responsive, an offeror shall submit an offer that conforms in all material respects to the requirements set forth in the solicitation.
- 5.2 Failure to submit the required forms and information in the

manner specified may result in the offer being found non-responsive, at the sole discretion of the County.

- 5.3 Offerors are required to submit pricing on forms supplied by the County. Offers, may be deemed non-responsive if required forms are not used and duly signed by an authorized representative of the offeror.
- 5.4 Offerors submitting more than one bid form or price proposal in response to a solicitation may be deemed non-responsive.
- 5.5 The County objects to and shall not consider any additional terms or conditions submitted by an offeror, including any appearing in documents attached as part of an offeror's offer. In submitting its offer, offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with an offer, shall be grounds for rejecting an offer.

6.0 QUALITY GUARANTEE

- 6.1 Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by any resulting contract shall be new and of the most suitable grade for the purpose intended.
- 6.2 If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this solicitation, the offeror shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the offeror shall refund to Sarasota County any money which has been paid for same

7.0 RESPONSIBILITY

- 7.1 To be responsible an offeror shall have the demonstrated capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance. The County reserves the right to make such investigation as it deems necessary to determine the ability of any offeror to deliver the goods or services requested in accordance with the solicitation documents to County's satisfaction within the prescribed time.
- 7.2 The offeror shall provide information the County deems necessary to make this determination. Such information may include, but shall not be limited to: project references, current financial statements, projected project schedule(s), verification of availability of equipment and personnel, evidence of authority to conduct business in the jurisdiction where services are being provided, and past performance records.
- 7.3 The County may review any scope of work with an offeror before accepting the offer. Before award of the contract,

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

the offeror shall furnish to the County an analysis of its prices, if requested to do so.

8.0 RETENTION OF OFFER

All offers submitted in response to this solicitation shall be retained by the County.

9.0 IRREVOCABLE OFFER

Any offer may be withdrawn up until the due date and time specified on the solicitation summary. Any offer not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days.

10.0 INSURANCE

- 10.1 Before performing any work, offeror shall procure and maintain insurance listed in the solicitation.
- 10.2 The offeror shall submit proof of insurance per Sarasota County's specifications, including additional insured, upon request by the County. Failure to submit proof of required insurance within ten (10) business days of request by the County may result in an award being rescinded.

11.0 RESERVED RIGHTS

- 11.1 The County reserves the right to accept or reject any or all offers, to waive irregularities and technicalities, and to request clarifications or additional information from offerors.
- 11.2 The County reserves the right to accept all or any part of the offer and to increase or decrease quantities to meet additional or reduced requirements of the County.
- 11.3 Any sole offer received by the submission date may be accepted or rejected by the County Administrator or designee. In the event the County rejects the sole offer, it may elect to negotiate with any responsible provider.
- 11.4 The County reserves the right to cancel a solicitation at any time and to cancel any recommended award or recommended contract at any time prior to execution.
- 11.5 Offerors are advised that any person, firm, or other party to whom they propose to award a subcontract must meet all minimum qualifications as stated in the specifications.
- 11.6 Unless otherwise stated in the specifications, any contracts resulting from this solicitation are non-exclusive. The County reserves the right, in its sole opinion, to direct purchase items listed in this solicitation.
- 11.7 The County reserves the right to request price justification, if, in its sole opinion, offeror has submitted a bid or quote that appears to be unbalanced. Offerors submitting unbalanced bids or quotes (e.g. excessively high or excessively low line items) may be deemed non-responsive by the County.
- 11.8 County may remove materials from a contract and make direct purchases of those materials when the County determines it's in the best interest of the County. The contract price shall be adjusted based on the price of the materials removed and any related indirect costs.
- 11.9 The County reserves the right to correct formula errors on forms provided by the County for use by the offeror.

- 11.10 Any resulting contract may be terminated for convenience by Sarasota County by giving written notice to the offeror thirty (30) days in advance of termination, unless otherwise specified in the contract

12.0 ADDITIONAL INFORMATION

The County reserves the right to request clarifications or additional information from any offeror. Specific questions may be addressed to each of the offerors as applicable.

13.0 PROTESTS

Protests are processed in accordance with the procedures set forth in the Sarasota County Procurement Code. In the event of a protest of the terms, conditions and specifications, the County may issue an addendum indicating that a protest has been filed and extending the due date.

14.0 CONTACT WITH COUNTY STAFF

- 14.1 After the issuance of the solicitation, prospective offerors or any agent, representative or person acting at the request of such offeror shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Sarasota County, including members of evaluation committees, other than the Procurement Official or Procurement Analyst named in the solicitation. Failure to comply with this provision may result in the disqualification of the offeror, at the option of the County.
- 14.2 This prohibition begins with the issuance of any solicitation, and ends upon issuance of a purchase order or execution of the contract, whichever comes first, or upon cancellation of the solicitation. Violation of this prohibition may result in the offeror being considered non-responsible.
- 14.3 Notwithstanding the foregoing, during the negotiation period, offeror may communicate with those members of County staff, consultants, or third parties designated by the County.

15.0 CODE OF ETHICS

- 15.1 With respect to this offer, if any offeror violates or is a party to a violation of the State of Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, F.S., such offeror may be disqualified from performing the work described in the solicitation or from furnishing the goods or services for which the offer is submitted and may be further disqualified from submitting future offers.
- 15.2 The Florida Code of Ethics regulates the ability of the County to contract with its public officers (including board members), employees, and their immediate relatives. Offerors shall disclose any such potential conflicts on the provided Conflict of Interest Form. Offerors are responsible for reviewing Section 112.313, F.S. to determine whether they may have a conflict. If offeror is in doubt as to their ability to contract with the County they shall seek a conflicts of interest opinion from the County prior to submittal of an offer.

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

16.0 COLLUSION

- 16.1 By submitting an offer to a solicitation, the offeror certifies that it has not divulged to, discussed or compared its offer with other offerors and has not colluded with any other offeror or parties to this offer whatsoever. Also, offeror certifies, and in the case of a joint offer, each party thereto certifies, as to its own organization that in connection with the offer:
- a. Any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other offeror or with any competitor;
 - b. Any prices and/or cost data quoted for this offer have not been knowingly disclosed by the offeror prior to the scheduled opening directly or indirectly to any competitor;
 - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit, not to submit, or withdraw an offer for the purpose of restricting competition;
 - d. The only person or persons interested in this offer as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this offer; and
 - e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by the offeror for the purpose of doing business.
- 16.2 An offer may be disqualified if an offeror submits more than one offer or if there is evidence of collusion.

17.0 PUBLIC ENTITY CRIMES

- 17.1 Pursuant to Subsection 287.133(a), F.S., 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.
- 17.2 Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an offer. The County may make inquiries regarding alleged convictions of public entity crimes. The failure of an offeror to promptly supply information in connection with an inquiry may be grounds for rejection of an offer.

18.0 PUBLIC RECORDS

- 18.1 By participating in this solicitation process and submitting an offer, an offeror acknowledges the requirements of the

Florida Public Record laws found in Ch. 119, F.S., and s. 24(a), Art. I of the Florida Constitution (the "Public Record Laws"), and agrees to the provisions set forth in this section.

- 18.2 Sarasota County is a public entity subject to the Public Record Laws. All offers and written communications regarding this solicitation become public records upon receipt by Sarasota County and therefore are subject to public disclosure. If an offeror asserts that any portion of its offer or written communication is exempt from disclosure under the Public Record Laws (a "Protected Record") then the offeror MUST comply with the following process. Failure to do so may lead to waiver of protections available under Public Records Laws.
- a. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure and identify such statute(s);
 - b. In accordance with solicitation requirements, submit a separate electronic copy of offeror's offer or written communication with only the protected portions redacted.
- 18.3 In response to a public records request Sarasota County may produce offeror's entire non-redacted offer or communication, unless offeror submits a redacted copy in compliance with Section 18.2.
- 18.4 If offeror has complied with the provisions of this section by identifying certain documents as offeror's Protected Record(s) and Sarasota County receives a public record request for a Protected Record, then Sarasota County will produce the redacted copy provided by offeror in response to the public record request to the extent the redactions reasonably reflect protections available under applicable law. In the event a records requestor is seeking the entire un-redacted offer and offeror continues to assert in good faith that offeror's Protected Record(s) are confidential or exempt from disclosure or production pursuant to Chapter 119, F.S., then offeror shall be solely responsible for defending its position, seeking a judicial determination of exempt status of the Protected Record and defending Sarasota County in any action brought by a third party.
- 18.5 Notwithstanding the provisions of this section, in accordance with Federal or State law, Sarasota County will comply with any court order or government agency directive to produce a Protected Record.

19.0 EQUAL EMPLOYMENT OPPORTUNITY

Offeror shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under the resulting contract or purchase order.

20.0 NON-DISCRIMINATION AND PUBLIC ACCOMODATIONS

- 20.1 Sarasota County prohibits discrimination in all services, programs or activities on the basis of race, color, national origin, age, disability, sex, marital status, familial status,

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

religion, or genetic information. Persons with disabilities who require assistance or alternative means for communication of program information (Braille, large print, audiotope, etc.), or who wish to file a complaint, should contact: Sarasota County ADA/ Civil Rights Coordinator, 1660 Ringling Blvd., Sarasota, Florida 34236, Phone: 941-861-5000, TTY: 7-1-1 or 1-800-955-8771, Email: adacoordinator@scgov.net.

- 20.2 Sarasota County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings related to any solicitation should contact the Procurement Analyst named in the solicitation at least 24 hours in advance of the meeting.

21.0 PROTECTION OF RESIDENT WORKERS

- 21.1 Sarasota County supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The offeror is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.
- 21.2 Sarasota County shall have the right to immediately terminate a contract if the County determines that the offeror has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 21.3 Offerors shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

22.0 RESULTING CONTRACT

Any contract resulting from a solicitation may, at the sole discretion of the County, contain provisions that differ from the terms of the solicitation.

23.0 APPLICABLE LAWS

- 23.1 Prior to entering into a contract with Sarasota County, an offeror must be authorized to transact business in the State of Florida.
- 23.2 Each offeror is responsible for full compliance with all applicable local, state and federal laws, ordinances and regulations. The offeror shall have and must provide all applicable insurance, permits, licenses, etc. which may be required by federal, state or local law as requested by the County. The successful offeror shall be required to submit proof of all licenses and/or certifications required by the County upon request.
- 23.3 The County shall deem any offeror to be non-responsible and ineligible for any award of a contract when either of the following conditions is present as a result of any County code enforcement action:

- a. A Code Enforcement Special Magistrate has determined that the offeror violated the Sarasota County Code of Ordinances, and the offeror has not corrected the violation; or
- b. Any code enforcement fines, whether originating from a Code Enforcement Special Magistrate proceeding or citations, remain unpaid.
- c. This prohibition shall remain during any appeal or other challenge to the validity of the code enforcement action. An offeror must inform County procurement staff and the Evaluation Committee about any pending code enforcement matters. In the event the County awards a contract to offeror and there is a subsequent violation of the Sarasota County Code of Ordinances, as determined by a Code Enforcement Special Magistrate or through the citation process, then such violation shall be grounds for termination of the contract.

- 23.4 Offerors located in Sarasota County must comply with the Local Business Tax ordinance. It shall be the responsibility of the offeror to obtain a current local business tax receipt from the Sarasota County Tax Collector (www.sarasotataxcollector.com) and supply a copy of that receipt to the County upon request.
- 23.5 Opt out of Construction Defects Statute. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of §558.005(1), F.S.
- 23.6 §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Offeror certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate the resulting contract if a false certification has been made, or the offeror is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

24.0 CONTRACT FORMS

- 24.1 Any contract or purchase order resulting from the acceptance of an offer shall be on forms either supplied by or approved by the County.

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

24.2 Any amendments to the resulting contract shall require the formal written approval of both parties.

25.0 TAXES

25.1 Sarasota County is exempt from paying state and local tax when payment is made directly by the County (Section 212.08(6), F.S.). This exemption does not include sales of tangible personal property made to contractors employed either directly or as agents by the County when such tangible personal property goes into or becomes a part of public works owned by the County. Sarasota County has the following tax-exempt certificate assigned:

Department of Revenue Certification No. 85-8012515235C-5

25.2 Sarasota County, being tax-exempt from State of Florida sales tax, reserves the right to require offeror to assign some or all of its or subcontractor's bids and contracts with materials suppliers directly to the County. All transactions shall be in accordance with Section 212.08(6), F.S. and FAC Rule 12A-1.094. The County will issue a Certificate of Entitlement to both the offeror and supplier for each purchase.

26.0 SHIPPING/DELIVERY

The price shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices shall be F.O.B. Destination.

27.0 INVOICING

27.1 The County shall pay offeror through payment issued by the Clerk of the Circuit Court in accordance with Section 218.70 *et seq.*, F.S., Local Government Prompt Payment Act, upon receipt of the offeror's properly submitted invoice.

27.2 Offerors shall not perform any service or provide products until they have been issued a Purchase Order number. If the County has arranged to make payments with a purchasing card, the procedures below shall apply.

27.3 The County reserves the right to pay for purchases made under any contract resulting from a solicitation through its Purchasing Card Program.

28.0 TIME EXTENSION

The County may unilaterally extend a Term Contract up to ninety (90) days beyond the expiration date of the existing contract. The unit prices in effect on the last day of the contract shall remain in effect for the contract extension period.

29.0 DUE DILIGENCE

Due care and diligence have been exercised in the preparation of the solicitation, and all information contained within is believed to be substantially correct. However, the responsibility for determining the full extent of the services or goods being solicited rests solely with the offeror. The offeror's failure to familiarize itself with such conditions will in no way relieve the successful offeror from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and specifications.

30.0 MATHEMATICAL ERRORS

In the event of multiplication /extension error(s), the unit price will prevail. In the event of addition error(s) the extension totals will prevail. Written prices shall prevail over figures. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

31.0 FUNDING

This solicitation is subject to availability of lawfully budgeted and appropriated funds by the County.

32.0 SOLICITATION EXPENSES

Offerors shall bear all costs and expenses incurred with developing, preparing, and submitting their offers.

33.0 OWNERSHIP AND FORMAT OF WORK PRODUCT

All plans and specifications developed under any contract resulting from this solicitation shall become the property of Sarasota County Government and may not be re-used by the offeror without the County's permission.

34.0 ROYALTIES AND PATENTS

The offeror shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Offerors shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

35.0 INDEMNIFICATION OF THE COUNTY AND OFFICERS AND EMPLOYEES

35.1 For all procurements other than construction services and design professional services as defined in Section 725.06(2) and Section 725.08(1), F.S. respectively, the following indemnification requirements apply:

The offeror shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the offeror arising out of or in any way connected with the offeror or subcontractor's performance or failure to perform under the terms of any contract resulting from any solicitation.

35.2 For construction services, the following indemnification requirements apply:

Pursuant to Section 725.06(2), F.S. the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract.

35.3 For design professional services, as defined by Section 725.08(1), F.S., the following indemnification requirements apply:

Pursuant to Section 725.08(1), F.S. the design professional shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs,

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

36.0 TECHNOLOGY

Computer systems and databases used for providing the documents necessary to any contract shall be compatible with existing County systems and Enterprise Information Technology policies. The County has standardized on MS Office (DOCX, XLSX, etc.) and Adobe (PDF) for documents and images.

37.0 SUSTAINABILITY

Sarasota County encourages sustainable practices as set forth in its Procurement Code.

38.0 LOCAL PREFERENCE (As Applicable)

- 38.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation for Quote, Invitation for Bid or Request for Proposal, in accordance with the Sarasota County Procurement Code. Local preference shall not apply to other types of solicitations unless explicitly stated in subject solicitation.
- 38.2 "Local business" means (1) The vendor has paid a local business tax either to Sarasota, Manatee or Charlotte County, if applicable, or is a business entity registered with the State of Florida Division of Corporations indicating a principal office located in Sarasota, Manatee, or Charlotte County or presents other verifiable documents to substantiate business location in Sarasota, Manatee or Charlotte County that are satisfactory to the Procurement Official and (2) Has maintained a permanent physical business address located within the limits of either Sarasota, Manatee or Charlotte County from which the vendor operates or performs business for at least one year prior to the submission of an offer to a Sarasota County solicitation and, (3) Has at least five full time employees or one principal officer at this location.

- 38.3 Offerors wishing to be granted local preference must submit a Local Business Certification with their offer.

- 38.4 Offerors who submit falsified data may be suspended or debarred in accordance with the Sarasota County Procurement Code.

To determine if you may qualify for local business preference, please refer to the Local Preference Checklist for Vendors located at:

<https://www.scgov.net/procurement>

- 38.5 For local preference to be granted, the name of the company represented on required forms must be the same as the name on the local business certification.
- 38.6 Information regarding Sarasota County's Local Business Tax can be found at:
<http://sarasotataxcollector.governmax.com>.
- 38.7 In the case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Subcontractors cannot qualify a proposal for local preference.



When applicable, Sarasota County grants preference to local businesses in accordance with Section 2-215 of the Sarasota County Procurement Code. All vendors submitting a response to this solicitation must submit a local business certification as part of their bid/proposal submittal.

- ☐ N/A. Vendor does not wish to be considered for local business preference (do not respond to items 1-4 below).
- ☐ Vendor would like to be considered for local business preference. If this box is checked, vendor must respond to items 1 – 4 below.

1. **Place of Business**

The business named below is legally authorized to engage in the sale of goods and/or services and has a permanent physical place of business in ☐ Sarasota County ☐ Manatee County ☐ Charlotte County

Current Business Address:

City: State: Zip:

Length of time at current location: [years] [months]

If the business has been located at the address above for less than 1 year, provide the previous address:

Previous Business Address:

City: State: Zip:

Length of time at previous location: [years] [months]

2. **Local Business Tax**

The business named below is located in and has an active local business tax receipt in:

☐ Sarasota County ☐ Charlotte County Local Business Tax Receipt #:

If the business named below is located in **Manatee County**, the business must be able to submit verifiable documentation (utility bill, tax receipt, etc) to substantiate the location of the business, within 5 business days of request by the County.

3. **Local Business Employees**

Number of full-time employees employed by the business named below:

4. **Principal Officer**

A Principal Officer of the Business listed below is employed at the location identified in Section 1.

☐ Yes (If yes, please provide name and title) ☐ No

Name of Principal Officer:

Title of Principal Officer:

The undersigned hereby certifies that the information provided above is true and correct. Businesses who submit falsified data shall be subject to Section 2-213 of the Sarasota County Procurement Code and subject to suspension and debarment pursuant to Chapter 13 of the Sarasota County Procurement Manual.

Business Name:

Authorized Representative:

Title:

Solicitation #:

Date:

Local Business Certification 03/25/15

Page 1 of 1

BID #: 201918KW
BID TITLE: Unit Price Contract for Manhole & Structures Rehabilitation

Vendor Name:
Vendor Contact Name:
Vendor Contact Email: Vendor Contact Phone:

1. By submitting this form, vendor certifies that the Trench Safety Standards that will be in effect during the construction of this project are Florida Statutes Sections 553.60-55.64, Trench Safety Act, and OSHA Rules and Regulations, 29CFR1926.650, Subpart P.
2. Vendor assures that the entity will comply with applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standards.
3. Vendor has appropriated \$ per linear foot of trench to be excavated over five-feet deep for compliance with the applicable standards. It is intended to comply with these standards by instituting the following procedures:

	5
	6

4. The undersigned has appropriated \$ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures:

	5
	6

If shoring is not shown on plans and none is anticipated to be required by the Contractor, enter "n/a" (not applicable). If no separate bid item for shoring is included on the bid form, the cost of any shoring which may be required shall be included in the amount bid for the item requiring such trenching

5. In submitting this form, vendor represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as deemed necessary to adequately design the trench safety system(s) will utilize on this project.

SECTION 4**CONTRACTOR QUALIFICATION FORM**

BIDDER NAME:		LICENSE #	
Project Name		Project, Contract, or Bid Number	
Owner Name		Reference Contact Name	
Reference Phone Number		Reference E-Mail Address	
Criteria #	Experience for Project: (Refer to Section 1, Paragraph 2.0, (IFB) Invitation for Bid)		
2.1. and 2.2	Was this project completed, within the last five (5) years preceding the bid opening and for a commercial, industrial or government project? <u>Projects that do not meet this requirement will not be considered.</u>	Specify the month and year completed: <input type="checkbox"/> Governmental <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial	
	Was this project completed within the State of Florida?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	Were you the prime contractor on this project?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
2.3.a.	Did this project reference include installing cementitious interior coating systems for 300 sanitary manhole structures or 20,000 SF (square feet) of surface area?	<input type="checkbox"/> YES <input type="checkbox"/> NO Specify number of manhole structures: Specify number of SF feet installed:	
2.3.b.	Did this project reference include installing polyurethane interior coating systems for 300 sanitary manhole structures or 20,000 SF (square feet) of surface area?	<input type="checkbox"/> YES <input type="checkbox"/> NO Specify number of manhole structures: Specify number of SF feet installed:	
2.3.c.	Did this project reference include installing epoxy interior coating systems for 300 sanitary manhole structures or 20,000 SF (square feet) of surface area?	<input type="checkbox"/> YES <input type="checkbox"/> NO Specify number of manhole structures: Specify number of SF feet installed:	
2.3.d.	Did this project reference include installing geopolymer interior coating systems for 300 sanitary manhole structures or 20,000 SF (square feet) of surface area?	<input type="checkbox"/> YES <input type="checkbox"/> NO Specify number of manhole structures: Specify number of SF feet installed:	

Contractor is to reproduce the form as necessary to demonstrate previous experience.

Contract No. _____
Date: _____

UNIT PRICE CONTRACT

This Contract is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Insert Legal Name of Contractor**, a Florida corporation authorized to do business in the State of Florida, hereinafter referred to as "Contractor".

WITNESSETH:

The County and Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. Materials, Services and Labor: Contractor shall furnish all the labor, services and materials for the **Unit Price Contract for Manhole and Structures Rehabilitation, Bid# 201918KW**. All work and labor shall be done in accordance with the Contract Documents.

II. Assignment of Work:

A. Contractor shall be engaged to perform a specific project through the issuance of a Work Assignment.

1. Work Assignments may include line items that are not included in the Unit Price Schedule, attached hereto and incorporated herein as Exhibit A, provided the cumulative cost of those non-competed items do not exceed 25% of the total Work Assignment or \$50,000.00, whichever is less. Pricing for non-competed line items will be negotiated between the County and the Contractor.

B. If Contractor declines five Work Assignments within a twelve-month period, the Contract may be terminated at the sole discretion of the County.

C. The total cost of an individual Work Assignment inclusive of all negotiated line items and County authorized contingency shall not exceed the threshold as established by §255.20, F.S.

III. Work Assignment Pricing; Term; Non-Appropriations:

A. The amount for each Work Assignment shall be calculated based upon the extended line item prices set forth in the Unit Price Schedule plus non-competed items, if any. Contractor acknowledges and agrees that no minimum amount of work or payment is guaranteed under this Contract.

B. This Contract shall commence immediately upon execution by both the

County and the Contractor and shall continue for a period of three years. Thereafter, the Contract may be renewed for two additional successive one-year periods, subject to written agreement by both parties. Any Work Assignment commenced prior to the expiration of the term or any renewal of this Contract may be completed after the expiration date, provided that the Work Assignment and any extension thereof is authorized in accordance with the County Procurement Manual. In such event, the Contract shall extend and shall be deemed to have the same completion date as the Work Assignment.

- C. **The County's performance and obligation to pay** under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. Contract Documents: The Contract Documents, together with the Contract comprise the entire agreement between County and Contractor and which are made a part hereof by this reference, consist of the following:

- A. Solicitation and any addenda
- B. General Conditions
- C. Supplemental General and Special Conditions, if any
- D. Technical Specifications
- E. All Work Assignments inclusive of Project Drawings, Specifications and addenda
- F. Work Assignment Purchase Orders
- G. Work Assignment Notice(s) to Proceed
- H. All Contract Modifications

In the event of any conflict among or between Contract Documents, if possible, the conflicting provisions shall be interpreted as a whole in such a way as to carry out the intent of the Contract. If not possible, the order of precedence set forth in General Conditions shall control.

V. Performance and Payment Bond: A Performance and Payment Bond will be required on Work Assignments having a total of \$200,000 or more. A bond may be required on Work Assignments in lesser amounts. If required, the Contractor shall furnish to the County, prior to the commencement of operations under the applicable Work Assignment, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the Work Assignment price, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County shall reimburse the Contractor for the actual cost of the

Performance and Payment Bond whose cost shall be delineated on the Work Assignment form as a separate line item or included in another line item as noted. The County will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'B+' (Very Good) or better. Any such bond shall be provided by the Contractor to the County prior to issuance of a Work Assignment.

VI. Insurance: Contractor shall procure and maintain insurance as specified in Exhibit B, Insurance Requirements, attached hereto and made a part of this Contract.

VII. Contractor's Affidavit: When all Work required by the Work Assignment and contemplated by the Contract as to each Work Assignment, has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County **the Contractor's affidavit** in a form approved by the County. Release(s) of Lien may also be required by the County at its option.

VIII. Payment:

- A. Upon certification and approval by the County or its duly authorized agent, monthly payments will be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract Documents during the invoice period. Prior to Substantial Completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less a retainage amount, as specified in the General Conditions, 13.5, Retainage. Final payment shall be made as provided in the General Condition, 13.12, Final Payment.
- B. Monthly payment applications shall be submitted each month on the anniversary date of the Notice to Proceed, or a date agreed to by both parties.
- C. Monthly payment applications for less than \$200.00 are not acceptable and will not be processed, except for the final payment application.

IX. Invoicing:

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's payment application **and written approval of same by the County's** Administrative Agent indicating that services have been rendered in conformity with the Contract Documents. All payment applications must be submitted in a form satisfactory to the Clerk of Court, who initiates disbursements.
- B. The Contractor shall submit invoices for payment to the address indicated

on the purchase order. Invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Contractor for correction and resubmission. Contractor shall not perform any service or provide products until it has been issued a purchase order number.

X. Time for Performance:

- A. Time is of the essence in the performance of all Work under this Contract and Work Assignments. The Contractor specifically agrees that the time for completion of a Work Assignment shall begin on the date specified on the County-issued Notice to Proceed.
- B. Contractor also agrees no work will begin prior to such date, and that all work to be performed under the provisions of the Work Assignment shall be completed to Substantial Completion within the time frame specified in each individual Work Assignment, plus an additional 30 calendar days after receipt of the deficiency list for Final Acceptance, subject only to delays caused by Force Majeure or approved Contract Modifications.

XI. Liability of the Contractor: Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to reasonable **attorney's** fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

This Section of the Contract will survive the completion or termination of the Contract.

XII. Liquidated Damages: The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in the Work Assignment documents exceeds the time(s) allowed therefore, shall be the amount(s) per day as stipulated in the Work Assignment, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein as specified in the Work

Assignment(s). The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the **Contractor's** delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion for each individual Work Assignment is delayed beyond the required date of Substantial Completion shall be negotiated at the time of the Work Assignment between the Administrative Agent and the Contractor. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance for each individual Work Assignment is delayed beyond the required date of Final Acceptance shall be 25% of the Substantial Completion amount.

XIII. Contractor's Representations for Work Assignments: Contractor makes the following representations regarding each Work Assignment:

- A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- B. Contractor has investigated and is fully informed of construction and labor conditions, potential obstructions to be encountered, character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans where supplied in the Contract Documents.
- C. Contractor has given County written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract and the written resolution thereof by County is acceptable to the Contractor.

XIV. Contractor's Representations for the Contract:

- A. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Solicitation.
- B. Contractor represents that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- C. Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

XV. Public Entity Crimes: Pursuant to §287.133(3)(a), F.S., 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 §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

XVI. Independent Contractor: The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract 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 County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

XVII. Notice Provision: Any notices of default or termination shall be sent by the parties via hand delivery, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any Contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCA's (Interim Field Change Agreement) and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via email, or U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:

Name	_____
Title	_____
Address	_____
Phone	_____
E-mail	_____

County's Administrative Agent:

Name	John Chapman
Title	Manager II Construction
Address	1001 Sarasota Center Blvd Sarasota, FL 34240
Phone	941-861-0570
E-mail	jchapman@scgov.net

XVIII. Termination: Termination of the Contract, for either Cause or for Convenience shall be, as stated in General Conditions, Article 6.0, County's

Rights. The County reserves the right to terminate any Work Assignment without terminating the Contract or any other uncompleted Work Assignments.

XIX. Waivers: Failure to insist on strict performance of any covenant, condition, or provision of this Contract by a party, its successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

XX. Modifications: This Contract may be modified only by instrument in writing and signed by the parties.

XXI. Counterparts: This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

XXII. No Third Party Rights: The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

XXIII. Remedies: The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

XXIV. Access to Records: The Contractor shall maintain books, records, documents, and other materials ("**Records**") directly pertaining to or connected with the services performed under this Contract. Such Records shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such Records shall be retained for a minimum of ten (10) County fiscal years (October 1-September 30) after completion of the Contract.

XXV. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

XXVI. Dispute Resolution:

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation.
- D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.
- F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XXVII. Local Hiring Initiative: In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with CareerSource Suncoast, or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill-set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

XXVIII. Scrutinized Companies: §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, **attorney's fees, and/or costs**. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XXIX. Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

Phone: 941-861-5886

Email: publicrecords@scgov.net

XXX. Entire Contract: This Contract constitutes the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of the Contract. The Contractor recognizes that any representations, statements, or negotiations made by County representatives do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

WITNESS:

INSERT CONTRACTOR LEGAL NAME:

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____

Chair

Date: _____

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners

By: _____

Deputy Clerk

Approved as to form and correctness:

By: _____

County Attorney

EXHIBIT A
UNIT PRICE SCHEDULE

DRAFT



PART III – INSURANCE REQUIREMENTS

For purposes of this Exhibit B, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

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

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business **in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.**

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the **insurer's liability.**

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

EXHIBIT B INSURANCE REQUIREMENTS

- A. WORKERS' COMPENSATION:** Contractor shall maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

- B. COMMERCIAL GENERAL LIABILITY:** Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

- C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- D. UMBRELLA/EXCESS LIABILITY:** Contractor agrees to maintain Umbrella or Excess Liability with limits not less than \$2,000,000.00 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.

- E. POLLUTION LIABILITY:** Contractor shall maintain Pollution Liability coverage with limits not less than \$1,000,000 per claim/occurrence for bodily injury, property damage and environmental damage from sudden and gradual occurrences resulting from pollution conditions arising out of the work or services performed under this Contract (including any transportation and disposal of hazardous materials or pollutants). Coverage shall include, but not be limited to, third party liability, clean up, corrective action including assessment, remediation and defense costs. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Contract is made, or provide

evidence showing Contractor has obtained a two year extended reporting period endorsement.

F. BUILDERS RISK: Contractor shall maintain, at Contractor's expense, and keep in force during the term of this Contract, Builder's Risk insurance on an all risks of direct physical loss basis, including without limitation, earth movement, flood and windstorm, for an amount equal to the full Contract Amount plus all subsequent change orders on a replacement cost basis. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.

- a. Such insurance shall be maintained until final payment has been made or until no other person or entity, other than the County has an insurable interest in the property required to be covered.
- b. Policy shall be endorsed such that the insurance shall not be cancelled or lapse because of any partial use or occupancy of the County.
- c. **Sarasota County Government**, the Contractor and its subcontractors shall be included as Insureds on the policy.
- d. Waiver of subrogation is to apply against all parties named as Insureds, but only to the extent the loss is covered.
- e. Contractor is responsible for the payment of all policy deductibles. Maximum deductible amounts shall not be greater than \$25,000 except for perils of earthquake, flood and windstorm, unless otherwise approved by the County.

SECTION 6

OTHER CONTRACT FORMS

SECTION 6

**SARASOTA COUNTY
LOCAL HIRING INITIATIVE
Participation Form**

Instructions:

In Sarasota County's Local Hiring Initiative Resolution No. 2013-127, the CONTRACTOR is encouraged to work with Career Source Suncoast (formerly known as Suncoast Workforce, Inc.), or any other agency designated by the State of Florida as a Workforce development agency, to increase employment opportunities for local residents. Local residents are defined as "residents of Sarasota County," but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill-set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractor and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

The CONTRACTOR shall complete the information below to provide information on any new hires needed by the Contractor or their subcontractor(s) to complete the Project.

This information must be submitted as part of the monthly pay requests.

Date: _____

Project Name: _____ Contract Number: _____

Contractor: _____ Submitted by: _____

Report on New Hires – Please indicate Any New Hires during the past month.

County of Resident	Number of New Hires Required to Complete Project	Number New Hires Local Residents	Cumulative New Hires to Date (Include previous months totals)
Sarasota			
Manatee			
Charlotte			
Other			

☐ - By checking this box, the CONTRACTOR hereby acknowledges Sarasota County's Local Hiring Initiative and indicates that no New Hires were required by the CONTRACTOR or their subcontractor(s) to complete the Project.

SECTION 6

**Standard Form For
CONTRACTOR'S FINAL AFFIDAVIT & RELEASE of LIEN**

STATE OF FLORIDA, COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared _____,
who, after being by me first duly sworn, deposes and says that:

1. He is _____ of _____,
(Title of Officer) (Name of Company)
doing business in the State of Florida, hereinafter called "Contractor".

2. Contractor pursuant to a Contract dated _____,
hereinafter referred to as "Contract", with Sarasota County, Florida, hereinafter
referred to as "County", has heretofore furnished or caused to be furnished labor,
material and services for the construction of certain improvements as more
particularly set forth in said contract.

3. Contractor represents that all work to be performed under the aforesaid Contract has
been fully completed and that all persons and firms who furnished material, labor
and/or services incident to the completion of said work have been paid in full except
to the following:

(Write in "None" if all persons and firms have been paid in full)

<u>NAME</u>	<u>ADDRESS</u>	<u>AMOUNT DUE</u>

4. The undersigned affiant for and in consideration of final payment to him in the
amount of \$_____, and all other previous payments paid by County
to contractor, does hereby for and in behalf of the Contractor, waive, release, remise
and relinquish the contractor's right to claim, demand or impose a lien or liens for
work done or materials and/or services furnished or any other class of lien
whatsoever, on any of the premises owned by County on which improvements have
been completed in connection with the aforementioned contract.

5. The affiant herein does hereby represent that he has authority to execute a full and
final Release of Lien for and in behalf of the Contractor as set forth above.

6. The affiant herein makes this Affidavit and Release of Lien for the express purpose of
inducing County to make final disbursement and payment to the Contractor in the
amount of \$_____.

7. This Affidavit and Release of Lien is made by affiant with full knowledge of the
applicable laws of the State of Florida. In addition to such rights as may be afforded
to County under said applicable laws, affiant expressly agrees to indemnify and save
County harmless from any and all actual costs and expenses, including reasonable
attorney's fees, arising out of claims by laborers, subcontractors or materialmen who
might claim that they have not been paid for services or material furnished by or
through the contractor in connection with the work performed under the
aforementioned Contract.

SECTION 6

Name of Corporation

By: _____
President

(CORPORATE SEAL)

ATTEST:

Name of Corporation

Secretary

Sworn to and subscribed before me this
day

(date)

Notary Public

(NOTARY SEAL)

My Commission Expires: _____

SECTION 6

STORED MATERIALS AFFIDAVIT

STATE OF FLORIDA, COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared _____,
who being duly sworn, says that he is a subcontractor for _____
of _____, General Contractor for _____
Project, and that all materials billed on the attached invoice are being held in the
subcontractor's warehouse at _____, Florida, for this project,
and are fully insured against loss or damage.

(Subcontractor Firm Name)By: _____
(Name of Representative)_____
(Title of Representative)

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 20____

Notary Public:

My commission expires: _____

FOR

General Contractor for this project states that the stored materials constitute a part of the
Performance, payment and guarantee bond, and are for this project only.

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 20____

Notary Public:

My commission expires: _____

SECTION 7

GENERAL CONDITIONS

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GENERAL CONDITIONS

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GENERAL CONDITIONS**1.0 DEFINITIONS AND TERMS**

Wherever used in the Contract and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural, as well as pronouns used in their place. This list is not meant to be all inclusive, as other terms may be defined elsewhere in the Contract printed with initial capital letters.

ADDENDA: Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the Contract Documents.

ADMINISTRATIVE AGENT: The County employee acting as the County's authorized representative, responsible for monitoring the performance and Final Acceptance of the Work. This agent, named in the Contract, has responsibility for Contract Document interpretations, Contractor compliance with the terms of the Contract, and resolutions in cases of Contract Document discrepancies, claims, disputes, and non-compliance.

APPLICATION FOR PAYMENT: The form acceptable to the County which is to be used by the 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.

BURDENED RATE: Consists of indirect costs associated with Contractor employees, over and above gross compensation or payroll costs. Costs included in the Burdened Rate are payroll taxes, workers' compensation and health insurance, paid time off, training and travel expenses, vacation and sick leave, pension contributions and other benefits. The Burdened Rate does not include overhead and profit.

CLAIM: A written demand or assertion by the Contractor seeking an adjustment of Work Assignment price or Work Assignment time, or both, or other relief with respect to the terms of the Contract.

CONFORMED CONTRACT DOCUMENTS: The formal Contract Documents prepared by the County, incorporating all addenda, Unit Price Schedule, Performance and Payment Bond, Insurance Certificate(s), and other forms or documents required by the Contract into a bound set of final documents which will be exclusively used and recognized during the construction of the Work. Each set of Conformed Contract Documents will be so labeled and be readily identifiable as copies of the authentic Contract Documents.

CONTRACT: The written contract executed by the County and the Contractor for the performance of the Work, which incorporates by reference all Contract Documents.

CONSTRUCTION PLANS/DRAWINGS: A set of drawings prepared and/or approved by the Engineer or Architect of Record, which graphically shows the scope, extent, and character of the work to be furnished and performed by the Contractor. Shop Drawings and other Contractor submittals are not Construction Plans/Drawings, as so defined.

CONTRACT AMENDMENT: A modification to the Contract (not Work Assignment) requiring formal County approval.

CONTRACT DOCUMENTS: All documents listed in Article IV of the Contract.

CONTRACT MODIFICATION: A document signed by the County and the Contractor authorizing an amendment to either the Contract, or a Work Assignment, including an addition, deletion, or revision in the Work or an adjustment in the Work Assignment price or the Work Assignment time.

CONTRACT UNIT PRICE: Unit prices established by the Contract.

CONTRACTOR: The person or entity who executed the Contract, and who is responsible for the completion of the Work.

COUNTY: Political subdivision of the State of Florida including Sarasota County Commission, the entity with whom the Contractor has entered into the Contract and for whom the Work is to be performed.

DAY: A calendar day of 24 hours measured from midnight to the next midnight.

DOH: Sarasota County Department of Health.

EFFECTIVE DATE OF THE CONTRACT: The date the Contract is approved and signed by the County.

ENGINEER/ARCHITECT OF RECORD: The person, firm or corporation licensed or registered in the State of Florida as a professional engineer or architect responsible for preparing and signing/sealing the Construction Plans/Drawings and Technical Specifications; the permitting of the project with federal, state, and local agencies having jurisdiction over the Work; and for certification that the Work completed was in substantial conformance with the approved plans and specifications, and/or noting and recording exceptions that did not substantially affect the functionality or quality of the Work required for its intended use.

FDEP: Florida Department of Environmental Protection

FIELD ADJUSTMENT: A minor modification to the Construction Plans/Drawings directed by the County, which may involve adjustments such as a structure location or quantity change as may be found desirable to avoid any obstructions, interference with existing structures, or for other reasons that would benefit the Work, without causing or creating a scope change to the Work.

FINAL ACCEPTANCE: The County's final acceptance of all Work and determination that all Work is completed including all deficiency list items, submittal of approved as-built drawings, and completion of all other project close-out requirements, all as defined in the Contract Documents. The "Final Acceptance Certificate" will include the date Final Acceptance is achieved.

FLORIDA BUILDING CODE: The Florida Building Code, current edition, is a set of standards designed by the state of Florida for buildings.

INTERIM FIELD CHANGE AGREEMENT (IFCA): A Work Assignment modification within the general scope of the Work Assignment, which authorizes an addition, deletion, or revision in the Work or an allocation of the Work Assignment contingency or adjustment to the Work Assignment time. It cannot change the Work Assignment amount.

JOBSITE: Lands or areas upon which the Work is to be performed, including right of way and easements for access thereto, and such other lands indicated by the County which are designated for the use of the Contractor to perform the Work.

NASSCO: National Association of Sewer Services Companies.

NOTICE: A formal written correspondence rendered by the Contractor or the County for the purposes of providing notice to the parties of transmittals, requests for information, conditions discovered, pending actions, claims, and other actions pursuant to the Contract requirements.

NOTICE TO PROCEED: A Notice given by the County to the Contractor establishing the date on which the Work Assignment time will commence, and on which date the Contractor shall start the Work.

"OR EQUAL"/SUBSTITUTION: An item reviewed and approved by the County following the effective date of the Contract based on the Contractor's submittal of alternates or substitutions for equipment/supplies/materials in response to the Technical Specifications denoting the item by a brand name or equal.

PROJECT: All work to be performed as set forth in each Work Assignment issued under this Contract.

PROJECT MANAGER: Authorized County representative with specific responsibilities and duties, as defined by the County, for management of specified portions of a Work Assignment

PROJECT REPRESENTATIVE (PR): County's authorized field representative, responsible for periodic oversight of the Work, with specific duties and limitations as outlined in these General Conditions.

PROJECT SCHEDULE: A time schedule prepared and submitted by the Contractor in an approved form and in a critical path methodology format, describing the sequence and duration of activities comprising the Contractor's plan to accomplish the Work within the prescribed time, as stated in the Work Assignment.

SCHEDULE OF SUBMITTALS: A schedule of required submittals and the time requirements to support scheduled performance of related Work activities required by the Contract Documents, and prepared and maintained by the Contractor.

SCHEDULE OF VALUES: A cost schedule prepared and maintained by the Contractor, allocating portions of the Work Assignment price to various lump sum items of the Work as defined in the Contract Documents, and used as the basis for reviewing and approving the Contractor's Application For Payment.

SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to the County to illustrate some portion of the Work.

STANDARD SPECIFICATIONS: Standard Specifications shall refer to the current edition of the FDOT's *Standard Specifications for Road and Bridge Construction*, unless specified herein. Where FDOT specifications refer to "Department", "Engineer", "Engineer of Tests", or "Division of Tests", it shall mean the County.

SUBCONTRACTOR: An individual or entity having a contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION: Occurs when the Work is sufficiently complete, in accordance with the Work Assignment, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended. The date of Substantial Completion will be evidenced in writing by the "Certificate of Substantial Completion," approved and signed by the Contractor and the County's Administrative Agent or authorized representative.

SUPPLEMENTAL GENERAL CONDITIONS: That part of the Contract Documents which amends or supplements these General Conditions.

TECHNICAL 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.

UNDERGROUND FACILITIES: All underground appurtenances including, but not limited to pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other facilities or attachments, and encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, water, wastewater, reuse water, storm water, other liquids or chemicals, or traffic or other control systems.

UTILITY SYSTEMS CODE: The Sarasota County *Uniform Water, Wastewater and Reclaimed Water Systems Code*, latest revision.

WORK: The entire construction required to be provided under the Work Assignment. Work includes and is the result of performing or providing all plant, labor, equipment, tools, 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 and Work Assignment.

WORK ASSIGNMENT: A written agreement under this Contract for an individual project, which has its own scope of work, price, liquidated damages, and construction duration and other project-specific requirements, if any.

WORK ASSIGNMENT AMENDMENT: A modification to a Work Assignment that increases the Work Assignment amount.

2.0 **CONTRACTOR REQUIREMENTS**

The Work covered by the Contract Documents includes the furnishing of all plant, labor, equipment, tools, materials and performing all operations and construction work, including all appurtenant work, in accordance with the Contract Documents. The Contractor shall perform all operations, construction, and incidentals necessary to complete the Work in a turnkey condition. The Contractor may subcontract a portion of the Work, but shall perform, with its own organization, work amounting to not less than fifty one percent of the total Work Assignment price.

3.0 **CONTRACT DOCUMENTS**

3.1 CONTRACT DOCUMENTS: Refer to Article IV of the Contract for the list of Contract Documents included in the Contract. The Contract Documents in conjunction with the Contract comprise the entire contract between the County and Contractor.

3.2 INTENT:

- A. It is the intent of the Contract to describe the Work (or part thereof) to be constructed by the Contractor, which results in a complete and functional product, as stipulated by each Work Assignment. Any plant, labor, materials, equipment, tools, and services that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended results will be provided, whether or not specifically called for, at no additional cost to the County.
- B. The various parts of the Contract are intended to be complementary in describing the Work and the responsibilities of the Contractor and the County and any requirements stipulated in one of the Contract Documents is as binding on the parties as though occurring in all. In the event there are any conflicting provisions or requirements among the Contract Documents, the provisions and requirements of the Contract Documents shall take the following order of precedence:
 - 1. Contract Amendments
 - 2. Contract, excluding incorporated documents
 - 3. IFCA and Work Assignment Amendment
 - 4. Work Assignment
 - 5. Supplemental General Conditions, if any
 - 6. General Conditions
 - 7. Technical Specifications
 - 8. Construction Plans/Drawings
 - 9. Any other document incorporated by reference in the Contract

In case of discrepancy concerning dimension, quantity, and location, graphic drawings will take precedence over the specifications; explanatory notes on the drawings will take precedence over conflicting drawn indications; and large-scale details will take precedence over smaller scaled drawings. In case of discrepancy concerning quality and/or quantity within the documents, the Contractor shall include the better quality and/or the greater quantity, unless otherwise determined in writing by the County. Interpretations and resolution of discrepancies within the Contract Documents shall be made solely by the County's Administrative Agent and issued in writing upon receipt of the Contractor's written request.

- C. The Contractor shall fully comply with all requirements of the Contract and Work Assignment. No verbal agreement or conversation with any agent or employee of the County, Project Manager or the Engineer/Architect of Record either before or after the execution of the Contract shall affect or modify any of the terms or obligations contained in the Contract.

3.3 CONFORMED CONTRACT DOCUMENTS: Following award of the Contract, the County will prepare the Conformed Contract Documents, providing one originally signed and executed set to the Contractor. Up to three additional copies of the Conformed Contract Documents will be

provided to the Contractor at no charge. Additional copies of the Conformed Contract Documents may be obtained from the County upon payment of reproduction costs. One complete set of Construction Plans/Drawings and Technical Specifications shall be maintained at the Jobsite for as-built drawings preparation by the Contractor, and shall be available for review by the County at all times.

3.4 CONSTRUCTION PLANS/DRAWINGS:

- A. The Construction Plans/Drawings, when applicable, will be provided with each Work Assignment.
- B. The general character and scope of the work is illustrated by the Construction Plans/Drawings. These drawings, which show the scope, extent and character of the Work to be furnished and performed by the Contractor have been prepared and/or approved by the Engineer/Architect of Record and are referred to in the Contract Documents. Shop Drawings are not Construction Plans/Drawings.
- C. Checking of Drawings and Dimensions:
 - 1) The Contractor shall check all drawings immediately upon their receipt and shall promptly notify the County in writing of any discrepancies. Anything shown on the drawings and not mentioned in the Technical Specifications or mentioned in the Technical Specifications and not shown on the drawings, shall be of like effect as if shown or mentioned in both.
 - 2) Figures marked on all drawings shall, in general, be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby. When dimensions on the drawings are affected by the type of equipment selected, the Contractor shall adjust such dimensions as conditions may require, upon written notification and approval of the County.

3.5 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

- A. The Contract and any Work Assignment may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by an Interim Field Change Agreement, a Work Assignment Amendment or a Contract Amendment.
- B. The requirements of a Work Assignment may be supplemented and minor variations and deviations in the Work may be authorized by a written interpretation or clarification, or by a Field Adjustment as directed by the County.

3.6 REFERENCE STANDARDS:

- A. 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 on the Effective Date of the Contract, except as may be otherwise specifically stated in the Contract.
- B. No provision of any such standard, specification, manual, or any instruction of a manufacturer or supplier shall be effective to change the duties or responsibilities of the County or the Contractor or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract or Work Assignment. No such provision or instruction shall be effective to assign to the County or any of its authorized representatives, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract or Work Assignment.

3.7 REUSE OF DOCUMENTS:

- A. The Contractor and any Subcontractor or supplier or other individual or entity performing or furnishing all or any portion of the Work, 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 the Engineer/Architect of Record or the Engineer/Architect of Record's consultants, including electronic media editions.
 - 2) Reuse any such drawings, specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the County and the Engineer/Architect of Record and specific written verification or adaption by the Engineer/Architect of Record.
- B. The prohibition of this paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude the Contractor from retaining copies of the Contract Documents for record purposes.

4.0 PRE-CONSTRUCTION ACTIVITIES

4.1 POST-AWARD CONFERENCE:

- A. Prior to issuance of the initial Work Assignment, the County may schedule a post-award conference. Attendees of the conference shall be the Contractor and the Contractor's proposed superintendent, the County and authorized representative(s), utility company representatives, and other interested parties.
- B. The post-award conference is intended to establish a working understanding among the parties regarding the administration of the Contract as a whole, and to review typical work schedules, procedures for handling Shop Drawings and other submissions, processing of progress payments, and such other matters as may be pertinent to all Work Assignments. The Contractor shall submit, for approval by the County, a summary of the proposed work approach, a preliminary Schedule of Values for any lump sum items, a preliminary Submittals Schedule, emergency contact phone numbers, labor and equipment rate schedule (excluding overhead and profit), and any other information required.

4.2 PRELIMINARY SCHEDULES SUBMISSION AND ACCEPTANCE:

- A. Schedule Of Values:
 - 1) This schedule includes quantities and prices for all lump sum bid items, which when added together equal the lump sum price for each such item bid, and subdivides the lump sum items into component parts in sufficient detail to serve as the basis for the review and approval of progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each lump sum item of Work bid.
 - 2) The Contractor's Schedule of Values will be acceptable to the County as to form and substance if it provides a reasonable allocation of the lump sum Contract prices to component parts of the lump sum item of Work.
- B. Submittals Schedule:
 - 1) This schedule, which is incorporated into the Project Schedule, provides for the review and acceptance of the Contractor's submittals required by the Contract Documents, and must provide sufficient time for County review prior to issuance of any Work Assignment.
 - 2) This schedule shall also include any Contractor-proposed substitutions and "or equal" products, as defined in Article 8.9, requiring review by and approval of the County. The Contractor shall provide a minimum of fifteen days in the Project Schedule for such product review.
- C. Project Schedule:
 - 1) The Project Schedule, when required, shall be in a critical path format, indicating the duration of activities for starting and completing the various items and stages of the Work, including the scheduling of any milestones specified within the Work Assignment, such as Substantial Completion, and Final Acceptance. The initial submittal shall include the late start and finish dates and early start and finish dates required to meet the Work Assignment time.
 - 2) The Contractor's Project Schedule will be acceptable to the County if it provides for an orderly progression of the Work to completion within the Work Assignment time. Such

acceptance will not impose on the County responsibility for the Project Schedule, for sequencing, scheduling, or progression of the Work, nor interfere with or relieve the Contractor from the Contractor's full responsibility therefor.

- D. The County will provide the Contractor with comments to the above schedules. No progress payment will be made to the Contractor until an acceptable schedule is submitted to the County.

4.3 NOTICE TO PROCEED: A Notice will be provided to the Contractor by the County affirming the date on which the Work Assignment time will commence. The date of the Notice to Proceed generally begins the Work Assignment time unless another date is otherwise agreed to by the County and the Contractor and is the date on which the Contractor shall start to perform the Contractor's obligations under the Work Assignment. This Notice to Proceed will also set the completion dates for milestones (where applicable), Substantial Completion, and Final Acceptance of the Work. No work shall commence at the Jobsite prior to the date on which the Work Assignment time commences. Should the Substantial Completion milestone land on a weekend or County holiday, the milestone will be moved to the next business day. The same will apply to the Final Acceptance milestone and shall be reflected as such in the Notice to Proceed.

4.4 EARTHMOVING PERMIT:

- A. Temporary storage and stockpiling of materials resulting from earthmoving activities on private property will require a permit based on the Sarasota County Earthmoving Ordinance. The Contractor is responsible for obtaining an Earthmoving Permit prior to commencing construction, in the event the Contractor plans on storing and stockpiling such materials on private property.
- B. Earthmoving activities, such as excavating, hauling, receiving, and stockpiling, performed in connection with a Sarasota County construction or maintenance project, and performed within and upon County-owned property and right of way, is authorized under the Sarasota County Earthmoving Ordinance as an exemption. These activities, however, may be subject to certain submittals per the Earthmoving Ordinance. The Contractor is responsible for determining what, if any, submittals are required in order to comply with the Earthmoving Ordinance.

4.5 NOTIFICATIONS:

- A. Notice to the County: The Contractor shall give the County five days advance Notice of the date scheduled to commence Work under the Work Assignment in order that required County actions may be started sufficiently in advance of the Contractor's operations. This Notice to the County shall be given within the time frame of the issuance of the Notice to Proceed.
- B. Notification of Utility Companies: The Contractor shall notify utility companies well ahead of the proposed Work. The Contractor shall cooperate with all affected utility companies and shall provide schedules and other relevant information when requested.
- C. Emergency Services Notification: The Contractor shall notify the police, fire department, and ambulance services of the proposed construction schedule one week in advance of the proposed Work.
- D. Resident Notification: The Contractor will provide notification to all residents affected by and adjacent to the Work. The notification will be delivered no less than one week prior to construction commencement. Notices shall be hand-delivered door to door to the properties first affected by the construction; thereafter properties to be affected within five days of construction shall receive notice thereof. The door hanger format shall be developed by the County for use by the Contractor.

4.6 AUDIO-VISUAL PRE-CONSTRUCTION RECORD: Prior to commencing the Work, the Contractor shall have a continuous color audio-visual recording and/or photos in digital format taken at and around the Jobsite, and along the length of the proposed Work, to serve as a record of pre-construction conditions. No construction shall begin prior to the County's review

and acceptance of the digital video(s) and/or photos covering the Work area(s). The County may reject all or any portion of the audio-visual recordings or photos not conforming to the specifications and order that it be redone at no additional charge. The Contractor shall promptly reschedule the re-recording of unacceptable coverage after being notified. The County will designate those areas, if any, to be omitted from or added to the audio-visual coverage. The audio-visual recordings and/or photos shall not be made more than thirty days prior to construction start. All audio-visual recordings, photos and written records related to the recordings shall become property of the County. Submittals of pre-construction and post-construction digital video recordings and photos will be as specified in the Contract Documents. The Contractor shall have preliminary construction survey stakeout completed, center-line of pipe or offsets, and Sunshine One Call locate flags completed prior to any photo or video work to allow the work zone area to be identified with existing and proposed condition locations, if applicable.

4.7 COMMUNICATIONS AND NOTICES:

- A. Communications: Except as otherwise provided in the Contract, the County and the Contractor shall endeavor to communicate to each other on matters arising out of or relating to the management of the Work. Communications by and with the County's consultants shall be through the County. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other County contractors shall be through the County.
- B. Notices: All forms of Notices must be in writing and delivered to the other party in the manner of and within the time prescribed by the Contract Documents. If a Notice is not presented in a timely manner, it is presumed not to have been given.

5.0 **PROGRESS AND CONTROL OF THE WORK**

5.1 TIMELY PERFORMANCE OF THE WORK:

- A. By executing the Work Assignment, the Contractor confirms that the Work Assignment time, as stated, is a reasonable period for performing the Work.
- B. The Contractor shall execute the Work in such time and with such forces of workers, materials, equipment and tools as are required to complete the Work as contemplated in the Contract Documents and detailed in the Project Schedule. If at any time the workers, materials, equipment and tools used are insufficient or improper for securing the quality of work required or the required rate of progress, the Contractor shall increase its efficiency and improve the quality of its work to comply with the Contract Documents and as is necessary to complete the Work within the Work Assignment time.
- C. The Contractor shall provide temporary utility service to any businesses or dwellings affected during the construction of the Project.

5.2 SEQUENCE OF WORK:

- A. The Contractor shall schedule the Work and perform the Work in stages as set forth in the Work Assignment.
- B. The Contractor shall submit a Work sequence schedule/plan, when required, to the County for review prior to any construction activity. This Work sequencing, once approved, shall be reflected in the Project Schedule. The Contractor shall take into consideration any special conditions, restrictions and allowances identified in the Contract Documents, when developing the sequence schedule/plan and implementing the Work.
- C. Special conditions, restrictions and allowances may be required to minimize inconvenience to the general public and to expedite restoration to their original condition, all areas utilized by the Contractor in performance of the Work.

5.3 TEMPORARY FACILITIES/STAGING AND STORAGE AREAS:

- A. The Contractor shall provide adequate facilities at every stage of performing the Work.

- B. The types of facilities and utility services required for general temporary use at the Jobsite may include the following (other specific services may be required for specific construction methods or operations):
- 1) Water service (potable for certain uses).
 - 2) Portable sanitary facilities.
 - 3) Drainage and run-off control facilities.
 - 4) Compressed air service.
 - 5) Electric power service.
- C. In setting up temporary facilities, the Contractor shall:
- 1) Follow all applicable codes and ordinances that may govern the permitting and inspection by authorities having jurisdiction in establishing the temporary facilities.
 - 2) Comply with pollution and environmental protection regulations for the use of water and other services, and for the discharge of wastes and stormwater drainage from the Work area.
 - 3) Enforce strict discipline in the use of utility services. Limit availability to essential uses, to minimize waste.
 - 4) Provide adequate signs, fences, barricades, and flashing lights, and take all necessary precautions for the protection of the Work area and the safety of the public.
- D. Staging and Storage Areas:
- 1) The Contractor's attention is directed to the County requirements involving permitting for Earth Moving activities.
 - 2) The Contractor shall be responsible for locating, securing and paying for staging and storage areas. Prior to utilization of such area (including proposed areas within the Project limits, County owned property and right of way), Contractor shall submit to the County for review and approval a staging and storage area usage plan including, but not limited to:
 - a) A detailed site plan outlining all properties that will be utilized. The site plan shall be designed to provide protection of, and minimize disruption to, adjoining properties,
 - b) A minimum ten foot setback will be maintained along all property boundaries. This area will not be utilized for any project purpose to include driving or parking. This setback also applies along any right of way line.
 - c) A plan for daily clean up, dust control and regular removal of trash, garbage or any other odor producing material.
 - d) Identification of all uses on the property (e.g. material locations and proposed heights, equipment staging, and construction trailers),
 - e) Provide for protection from adverse noise, odor and visual impacts by providing appropriate fencing and/or screening measures.
 - f) Implement best management practices to prevent sediment transport and erosion due to stormwater runoff from the staging area site.
 - 3) The staging area will be surrounded by a privacy fence. The fence will be a minimum of eight feet high or the height of stored material, whichever is greater. The fence will obstruct the view into the staging area on all sides including along any right of way line, if directed by the County.
 - 4) Hours of operation at the staging area shall be no greater than work hours approved for the Project.
 - 5) Traffic ingress and egress points shall be directed away from residential properties.
 - 6) In the event the County determines the Contractor's staging area activities have become disruptive to adjoining properties, the Contractor shall immediately take necessary steps to eliminate the disruption. The County may increase minimum requirements specified herein based on specific Project circumstances and information submitted by the Contractor in the site plan.
 - 7) In addition to the site and storage plan required above, the Contractor shall obtain the required County Temporary Use Permit for proposed staging and storage areas not on County-owned property or right of way.

- 8) No property may be used as a staging and storage area which abuts a residential property and has been utilized under an approved County Temporary Use Permit at any time within the last thirty-six month period, until the expiration of such period.

E. Storage of Materials:

- 1) All materials, supplies and equipment, including County-supplied materials, supplies and equipment, intended for use in the Work shall be suitably stored by the Contractor at the Contractor's expense, to prevent damage from exposure to the elements of nature, mixture with foreign substances, vandalism or theft, or other cause. The Contractor shall take all precautions against any such damage occurring, and shall be responsible for damage resulting therefrom. Delivered materials shall be stored in a manner recommended by the manufacturer or supplier and acceptable to the County before any payment will be made.
- 2) The County will refuse to accept, or sample for testing, any materials, supplies or equipment that have been improperly stored or have become contaminated in any way. Materials found unfit for use shall not be incorporated in the Work and shall immediately be removed from the Jobsite.
- 3) All materials removed from the Jobsite as called for in the Contract Documents or directed by the County, shall be disposed of in a legal manner in conformance with all local, state, and federal laws and regulations.

5.4 USE OF JOBSITE AND OTHER AREAS:

- A. The Contractor shall confine the storage of materials and equipment to the Jobsite and other areas permitted by law and regulations. The Contractor shall allow use of the Jobsite by other contractors, by the County, and by the public, as directed by the County.
- B. The Contractor shall keep the Jobsite free of rubbish and waste materials on a continual basis and shall restore to their original condition those portions of the Jobsite disrupted by the construction.

5.5 MOBILIZATION:

- A. The Contractor shall mobilize as required for the proper performance and completion of the Work.
- B. Project Sign(s):
 - 1) General: The Contractor shall erect project sign(s), if required and listed on the Work Assignment Unit Price Schedule, conforming to the specifications as listed below. The Contractor shall comply with Chapter 556, F.S., Underground Facility Damage Prevention and Safety Act procedures, as required. The sign(s) shall be the property of the Contractor for the duration of the Project and shall be maintained by the Contractor. The Contractor shall be responsible for the relocation of the sign(s) during the progress of construction, as directed by the County.
 - 2) Project Sign Location: The Project sign(s) shall be placed:
 - a. At locations designated by the County.
 - b. Within County right of way.
 - c. To be highly visible.
 - d. At a position that will not obstruct pedestrian or vehicular traffic.
 - e. At a location that will not be a roadside hazard.
 - 3) Project Sign Construction:
 - a. The project sign(s) shall be constructed of ½ inch (nominal) thick exterior-grade plywood sheeting. Posts shall be 12 feet long, pressure-treated lumber with a nominal 4"x 4" square dimension.
 - b. The sign face dimensions shall be 5 feet wide by 3 feet high.
 - c. All sign supports shall be installed in accordance with FDOT Standard Indexes, as applicable.
 - d. Upon completion of the Work Assignment, the Contractor shall remove the sign(s) and supports and restore the site to the satisfaction of the County.

- 4) Project Sign Content: Sign content and details shall be provided by the County at the pre-construction meeting and approved through the Shop Drawing process.

5.6 WORK HOURS:

- A. Regular working hours are defined as up to ten hours per day, Monday through Friday, beginning no earlier than 7:00 A.M. and ending no later than 7:00 P.M., excluding Saturdays, Sundays, and Holidays.
- B. Whenever the Contractor is performing any part of the Work, with the exception of equipment maintenance and cleanup, inspection of the Work will be required.
- C. Requests for approval by the County to work other than regular working hours must be submitted to the County at least 48 hours prior to any proposed weekend work or scheduled extended workweek hours.
- D. Unforeseen unscheduled work hours on weekdays will be permitted provided that the work is justified, and a two-hour Notice is provided to the County. Maintenance and cleanup may be performed during hours other than regular working hours.

5.7 REIMBURSEMENTS TO THE COUNTY FOR UNSCHEDULED WORK HOURS: The Contractor shall reimburse the County for additional construction management and/or inspection costs incurred as a result of unscheduled work in excess of regular working hours. At the County's option, unscheduled work costs may either be deducted from the Contractor's monthly payment request or deducted from the Contractor's retainage prior to release of final payment. Construction management/inspection costs shall be as follows: Overtime and Saturday rates shall be at 1.5 times the fully burdened rates of staff; and Sunday and holiday rates will be at 2 times the fully burdened rates of staff.

5.8 PROGRESS MEETINGS: On days mutually agreed upon, regular progress meetings shall be held at an agreed upon location, to review the progress of the Work, identify any utility issues and potential delays or problems, review any required Project submittals, review progress payment applications, and discuss other issues that may arise.

5.9 PROJECT SCHEDULE: The Contractor shall adhere to the Project Schedule as it may be adjusted from time to time, as provided below, and as may be further detailed in the Contract Documents.

- 1) Schedule adjustments with no change in Work Assignment time: The Contractor shall submit to the County proposed adjustments in the Project Schedule that will not result in changing the Work Assignment time. Such adjustments, if accepted, shall be incorporated into a revised Project Schedule, which will be submitted with the Contractor's next progress payment application.
- 2) Proposed schedule adjustments with a change in Work Assignment time: Proposed changes to the Project Schedule that will change the Work Assignment time shall be submitted in accordance with the requirements of Article 11.4, Change in Work Assignment time and may only be made through an IFCA or Work Assignment Amendment.

5.10 AS-BUILT DOCUMENTS:

- A. The Contractor shall maintain at the Jobsite one record set of Conformed Contract Documents, IFCAs, Work Assignment Amendments, Contract Amendments, and written interpretations and clarifications in good order and annotated to show changes made during progress of the Work.
- B. All approved Shop Drawings, product data sheets, and samples shall be made available at all times to the County during the progress of the Work.
- C. During the progress of the Work, the Contractor shall maintain accurate daily written records of the Work performed and conditions of the Work. The Contractor shall maintain, during the progress of the Project, accurate records of the location, length and elevation of all new and existing pipelines and appurtenances. Information to be shown for utility mains shall include the location of all crosses, tees, wyes, bends, valves, curb stops, meter boxes, hydrants, stub-outs, blow-offs, air release valves, etc., by using a two point swing

measurement from permanent physical features that can readily be found on the drawing and in the field, in a table format.

- D. The record set of Construction Plans/Drawings, which will become the as-built drawings, shall be "red-lined" by the Contractor to show all changes in the Work, including approved materials and equipment changes and approved changes in horizontal and vertical alignments made during the course of the Work. All locations and dimensions shall be referenced by two point swing-ties taken from permanent, readily identifiable reference points, such as building walls and corners, columns, utility poles, hydrants, and valves. All depths or elevations are to be taken from finished floors, finished grades, or from permanent benchmarks shown on the Construction Plans/Drawings. The Contractor shall furnish as-built top of pipe elevations and finish grade for top of trench for all utility mains at maximum intervals of one hundred feet and at all utility crossings, service connections, gravity and vacuum laterals, at all fittings and valves, and all changes in grade and pipe type. For directional drilled utility mains, the as-built top of pipe elevations shall be recorded every rod length change and plotted on the plan and profile drawing sheets. In addition, the Contractor shall reference all new utility mains by the distance to the right of way or property markers.
- E. Prior to approval of the Contractor's monthly payment applications, the County shall review the as-built drawings, videos and/or photos, to ensure that they are up to date and accurate. The County may withhold progress payments should the review reveal that the as-built drawings, videos and/or photos have not been properly maintained.
- F. Upon completion of the Work, and as a prerequisite to Final Acceptance, these as-built drawings, videos and/or photos shall be delivered in good condition to the County.
- G. The Contractor shall be held responsible for the accuracy of the as-built drawings and shall bear any costs incurred in finding utilities or other concealed or buried Work items, as a result of incorrect data furnished by the Contractor. The review of the as-built drawings by the County does not relieve the Contractor from obligations under the Contract, and for providing the necessary information on Work completed for the Engineer/Architect of Record's certification.
- H. All visible utility features shall be surveyed using conventional and/or GPS equipment at survey grade level and in accordance with Sarasota County Survey/GPS Standards. The recorded/blue booked GPS control monument, recorded benchmark elevation, and the vertical datum used shall be as noted on the Construction Plans/Drawings. Coordinates shall be based on the State Plane, Florida West 1983.

5.11 PERMITS, LICENSES, TAXES, AND LAWS AND REGULATIONS:

- A. Unless otherwise provided in the Contract, the Contractor shall obtain and pay for all necessary permits and licenses required by federal, state, and local agencies having jurisdiction over the Work, prior to the start of construction. The Contractor shall adhere to the permit conditions provided in the permits issued by all such agencies and shall post all permits in a conspicuous location at the Jobsite.
- B. The Contractor shall pay all sales, consumer use and other similar taxes required by the laws and regulations of the place where the Work is performed.
- C. The Contractor shall give all Notices and comply with all laws, ordinances, rules and regulations related to the Work.

5.12 WORK WITHIN THE COUNTY/STATE RIGHT OF WAY:

- A. The Contractor shall refer to the latest editions of the Sarasota County Unified Development Code and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction for all work within the County and State right of way. Any reference to "Department", "Engineer", "Engineer of Tests", or "Division of Tests" in the latter shall mean the County.
- B. Contractor shall apply for, pay, and obtain the necessary city, county, and state right of way permit(s) prior to the start of any Work within a public right of way.

- C. All private and public right of way, which are used or affected by the Work, will be maintained and preserved free from damage during the Contractor's operations and restored to their original or better condition upon completion or cessation of Work.

5.13 OPEN EXCAVATIONS:

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property.
- B. The Contractor shall comply with all provisions of Chapter 553, F.S, the Florida Trench Safety Act, and all OSHA regulations applicable to the construction of the Work.
- C. The Contractor shall, at its own expense, provide suitable and safe bridges and other crossings for accommodating travel by vehicles, pedestrians and workmen.
- D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the County may require special construction procedures such as limiting the length of open trench and prohibiting stacking excavated material in the street.
- E. Access to driveways must be maintained, and if disturbed or damaged, restored as soon as practical by the Contractor.
- F. The maximum length of open trench shall be forty feet at any one time. Trenches shall not remain open overnight.
- G. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be barricaded and well lighted at all times when construction is not in progress.

5.14 EROSION CONTROL:

- A. The Contractor shall develop and maintain a plan to control erosion at the Jobsite, and submit the plan to the County for approval prior to the start of construction. The plan shall incorporate best management practices in the use of erosion control methods, be complete and in place prior to the start of the Work in accordance with the Contract Documents, and as directed by the County.
- B. The Contractor shall not commence clearing, grubbing, grading, or other construction activities which may cause erosion until the erosion control plan is in place, and approved by the County.
- C. Where certain thresholds are met relative to the amount of area disturbed by the Work, a National Pollutant Discharge Elimination System (NPDES) permit will be required to be obtained by the Contractor, in accordance with the Contract Documents.
- D. The Contractor shall regularly inspect, maintain, and repair or replace damaged components of the erosion control system. The Contractor shall maintain the erosion control system until Final Acceptance, and thereafter, remove the temporary erosion and sediment control system, promptly. The Contractor shall provide periodic inspection reports of the erosion control system to the County, when required.

5.15 TEMPORARY TRAFFIC CONTROL/MAINTENANCE OF TRAFFIC(MOT):

- A. The Contractor shall be responsible for the design, submittal, and approval by the proper reviewing agencies, of Temporary Traffic Control (MOT) plans for each stage of the Work. It will be the Contractor's responsibility to set up and maintain the MOT according to State and local transportation agency regulations. All MOT work shall conform to the requirements of Sarasota County and FDOT transportation standards.
- B. The Contractor's work under this section includes preparing, constructing, and maintaining approved ingress and egress features at any temporary storage/staging facility to reduce/eliminate tracking of mud, silt, and dust onto public and private streets.
- C. The Contractor shall always conduct its work to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the

Work, and to ensure the protection of persons and property, in a manner satisfactory to the County.

- D. The Contractor may not begin work until the MOT plan is approved in writing by the County Engineer. Any modification to the MOT plan requires the County Engineer's written approval.
- E. All public and private streets affected by the Contractor's hauling operations shall be cleared of dust and debris at the end of each workday.

5.16 SUBSURFACE AND PHYSICAL CONDITIONS:

- A. Geotechnical Reports and Soil Borings: Technical data, such as reports, explorations and tests of subsurface conditions at or contiguous to the Jobsite are included in the Contract Documents and were used by the Engineer/Architect of Record in preparing the Construction Drawings.
- B. Limited Reliance by the Contractor on Technical Data: The Contractor may rely upon the general accuracy of the technical data contained in such reports. Except for such reliance on such technical data, the Contractor may not rely upon or make any claim against the County or the Engineer/Architect of Record, or any of their representatives or agents with respect to:
 - 1) The completeness of such reports for the Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, and safety precautions and programs incident thereto; or
 - 2) Other data, interpretations, opinions, and information contained in such reports; or
 - 3) Any Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.
- C. Differing Subsurface or Physical Conditions:
 - 1) Immediately upon discovery by the Contractor of substantially differing subsurface or physical conditions than those shown in the Contract Documents, or from differing conditions normally expected at Jobsites of this type, the Contractor shall promptly notify the County to obtain a determination on how to proceed with the Work. Except in an emergency, the Contractor shall not further disturb the Jobsite until the County investigates the conditions, provides further testing where required, resolves the issue, and directs the Contractor to proceed with the Work.
 - 2) Should the County determine the conditions differ materially and increase or decrease the Contractor's costs or time in the performance of the Work, and upon approval of the County, a Contract Modification will be prepared in accordance with the Contract and Work Assignment.
 - 3) If the County determines that the conditions are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract or Work Assignment is justified, the County shall promptly notify the Contractor in writing, stating the reasons therefor.
 - 4) In such cases, the Contractor shall move to another area of the Work until the issue is resolved.

5.17 EXISTING UNDERGROUND FACILITIES:

- A. The information and data shown or indicated in the Contract Documents and/or Work Assignment with respect to existing Underground Facilities at or contiguous to the Jobsite is based on information and data furnished to the County or the Engineer/Architect of Record by the owners of such underground facilities (including the County), or by others. The County and the Engineer/Architect of Record shall not be responsible for the accuracy or completeness of any such information or data.
- B. The Contractor shall be responsible to maintain continuous service of water, telephone, electric, cable TV, internet, sewer, gas and other related utility service lines to the public throughout the construction of the Work at no additional cost to the County.
- C. The Contractor shall fully cooperate with all private and public utilities during the

installation of new facilities, or repair or relocation of existing facilities. The Contractor shall coordinate its work accordingly and shall have no claim except for time extension for delays associated with the proposed utility improvements by utility owners.

- D. The Contractor shall be fully responsible for providing all temporary piping, electrical hook-ups, lighting, temporary structures, or whatever is required to maintain the existing utility systems.
- E. The cost of the following will be included in the Work Assignment price and the Contractor shall have full responsibility for:
 - 1) Reviewing and checking all such Underground Facilities information and data.
 - 2) Locating all Underground Facilities shown or indicated in the Contract Documents and/or Work Assignment.
 - 3) Coordination of the Work and cooperating with the owners of such Underground Facilities, including the County, during construction.
 - 4) The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- F. If an Underground Facility is uncovered or revealed at or contiguous to the Jobsite which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents and/or Work Assignment, or not field located by the utility owner(s) with the accuracy required by Sunshine State One Call of Florida, the 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), identify and give written notice to the owner of the Underground Facility, and to the County.
 - 1) The County will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Work Assignment to reflect and document the consequences of the existence or location of the Underground Facility. During such time, the Contractor shall be responsible for the safety and protection of such Underground Facility.
 - 2) If the County concludes that the conflict can be avoided with a minor modification of the Work, the County will require a Field Adjustment, instructing the Contractor how to proceed with the Work, and document the event.
 - 3) If the County concludes that a change in the Work Assignment is required, a Contract Modification will be processed to reflect and document the event and the required adjustments to the Work. Following consultation with the Underground Facility owner, either the Underground Facility owner will relocate the existing Underground Facility, or a Contract Modification will be processed for the relocation of the Underground Facility.
 - 4) An equitable adjustment shall be made to the Work Assignment time, to the extent 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 Work Assignment or field locates.
- G. In order to comply with Chapter 556 F.S., Underground Facility Damage Prevention and Safety, the Contractor is responsible for contacting Sunshine State One Call of Florida (SSOCOF) @ 811, or 1-800-432-4770, to request a locate ticket so that SSOCOF members that own or operate underground facilities can locate and mark their underground facilities at and adjacent to the Jobsite. This requirement includes all operations such as demolition, grading, dredging, ditching, drilling, boring, cable plowing or other such activities. Notification requirements are as follows:
 - 1) The Contractor must notify SSOCOF a minimum of two full business days prior to excavating, excluding Saturdays, Sundays and legal holidays. Day one begins the day after the call is made.
 - 2) If the Contractor's dig site is in an area that is underwater, the Contractor must notify SSOCOF a minimum of ten full business days before digging.
- H. Where connections are required between new work and existing utility mains, the connections shall be made in a thorough and first-class manner, using proper and acceptable fittings to suit the actual conditions. Ductile iron mechanical joint sleeves shall

be used for connection to existing utility mains. When a connection is made to an existing fitting in the line, the Contractor shall schedule its Work so that excavation and locating the existing fittings can be completed prior to starting trench work on the line. Cut-ins into lines shall be done at a time approved by the County, following proper notification to and approval by the County's Utilities Operations and Maintenance staff. The Contractor shall not make any connections or service taps into existing utility mains until the Work has been tested and accepted by the County.

- I. Interruptions to any utility service or operation shall be minimized. The Contractor shall submit plans and schedules to the County for approval by the proper authority before any shutdown or any interruption in service takes place. The Contractor shall provide a minimum five business days Notice to Utility Operations and Maintenance to locate and exercise valves prior to the shutdown. The County will complete a Water Shut Down Request to Utility Operations and Maintenance and shall include a utility map with all valves identified within the shutdown service area. After the plans and schedule for the utility service interruption shut-downs have been approved, the Contractor shall be responsible for posting shut-off notices to customers five business days prior to shut down. The County shall be present at the time of the shutdown and ensure the shutdown requirements are coordinated during the tie-in. All work is to be accomplished in accordance with Department of Health rules and policies. If commercial properties are affected, the Contractor shall provide bottled water to those consumers/businesses who cannot boil water on-site. All costs in connection with the interruption of Utility Services shall be considered incidental and included under the Bid Line Items.

5.18 QUALITY CONTROL:

- A. The Contractor shall establish and maintain appropriate quality control for the Work. Any problems with the Work shall be reported to the County immediately, followed by written notification of the occurrence of the incidence(s).
- B. The Contractor shall not deviate from the approved Project permits, Work Assignment Construction Plans/Drawings and Technical Specifications, without specific authorization from the County. If the Contractor determines modifications are required, the Contractor shall prepare and submit a written request to the County including an explanation of the problem and justification for the suggested modification(s).
- C. Cutting and Patching: The 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. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter others' work with the written consent of the County and those whose work will be affected.

5.19 MATERIALS, EQUIPMENT, AND WORKMANSHIP:

- A. Unless otherwise stated in the Contract or Work Assignment, all workmanship, materials, and articles incorporated in the Work shall be of good quality, new, and of the most suitable grade of their respective kinds for the purpose and shall be acceptable to the County. The County shall decide the question of quality where the terms "or equal," "approved equal," or "equivalent" are used in the Technical Specifications following reference to a specific manufacturer of equipment or materials. When and to the extent required by the Technical Specifications or by the County for review, the Contractor shall provide full information, including reports and tests, concerning the materials, equipment, or methods of work which the Contractor contemplates incorporating in the Work. Samples of materials shall be submitted for review where required. Materials and equipment installed or used, or unusual methods of work used without such review may be rejected without liability to the County.
- B. Defective Material, Equipment, or Work:
 - 1) When any material or equipment not conforming to the requirements of the Contract and/or Work Assignment has been delivered to the Jobsite, or incorporated in the Work, or whenever any Work performed does not conform to the Contract and/or Work

Assignment or is of inferior and unacceptable quality, then such material, equipment, or work shall be deemed to be defective. All such defective materials, equipment, or Work shall be corrected, removed, replaced or made satisfactory to the County at no additional cost to the County.

- 2) The Contractor shall not be entitled to an extension of the Work Assignment time for correcting or removing and replacing defective Work.
- C. All materials and equipment shall be applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the manufacturer or applicable supplier, except as otherwise may be provided in the Contract and/or Work Assignment.

5.20 INSPECTION AND TESTING OF MATERIALS AND EQUIPMENT:

- A. Unless otherwise provided in the Unit Price Schedule, all testing shall be at the expense of the Contractor.
- B. The Contractor shall employ and pay for the services of an independent testing laboratory approved by the County, to perform all inspections and tests required by the Contract or Work Assignment.
- C. The Contractor shall arrange for all such testing and give the County timely Notice of the 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.
- D. The Contractor shall pay for all factory tests required on equipment and materials. Copies of test results or where acceptable, certifications of compliance on equipment and materials made at the factory or manufacturing plant, shall be furnished to the County. Test reports on equipment shall be reviewed by the County before the equipment covered by the tests is delivered to the Jobsite. Test requirements are set out in the Technical Specifications for the particular equipment and materials.
- E. If laws or regulations of any public body having jurisdiction require any portion of the Work specifically to be inspected, tested, or approved by an employee or other representative of such public body, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the County the required certificates of inspection or approvals.
- F. Contractor shall provide copies of all test results to the County as soon as they are available.
- G. Uncovering Work:
 - 1) If any Work required to be inspected, tested, or approved is covered prior to such inspection, testing, or approval without written concurrence of the County, it must, if requested by the County, be uncovered for the County's inspection, testing, and approval, and replaced at the Contractor's expense.
 - 2) If, after written concurrence by the County to cover the Work, the County considers it necessary or advisable that the covered Work be observed, inspected, or tested by others, the Contractor, at the County's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the County may require, that portion of the Work in question, furnishing all necessary labor, tools, material, and equipment.
 - 3) If it is found that the uncovered Work is defective, the Contractor shall pay all costs arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory repairing, replacing, or reconstructing the defective Work, including but not limited to all costs of repair or replacement of work of others.
 - 4) If it is found that the uncovered Work is not found to be defective, and the County previously consented in writing to its being covered, the Contractor shall submit a Claim to the County for an increase in the Work Assignment price or an extension of the Work Assignment time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

H. Correction or Removal and Replacement of Defective Work: Within seven days of issuance of a Notice of defective Work by the County, the Contractor shall commence to and continue to correct through completion all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the County, remove it from the Jobsite and replace it with Work that is not defective. The Contractor shall pay all costs arising out of or relating to such correction or removal and replacement, including but not limited to all costs of repair or replacement of work of others, caused by the defective Work.

5.21 SANITARY REGULATIONS: Adequate sanitary facilities for the use of persons employed in the Work, shall be provided and maintained by the Contractor in such a manner and at such points as shall be approved by the County. These facilities shall be maintained at all times, without nuisance and their use shall be strictly enforced. Upon completion of the Work, they shall be removed from the Jobsite, leaving it clean and free from nuisance.

5.22 SAFETY AND HEALTH REGULATIONS/ PROTECTION OF PROPERTY:

A. The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations, laws, and standards relating to safety and health. The Contractor shall observe, follow and comply with all OSHA permitting instructions and regulations for Confined Space Entry, 29 CFR 1910.146 as related to the project. These forms can be obtained electronically from OSHA's website. The Contractor shall post all required OSHA notices at the Jobsite.

B. The 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 Jobsite 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 Jobsite.
- 3) Other property at the Jobsite 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 the Work.

C. The 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. The Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when execution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the 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 promptly remedied by the Contractor.

E. The 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 the County has issued the Final Acceptance Certificate.

5.23 HAZARDOUS ENVIRONMENTAL CONDITIONS:

A. If the Contractor encounters a hazardous environmental condition or creates a hazardous environmental condition, the Contractor shall immediately:

- 1) Secure or otherwise isolate such condition.
- 2) Stop all Work in connection with such condition and in any area affected thereby except in an emergency.
- 3) Notify the County promptly and thereafter within 48 hours in writing confirming such Notice.

- 4) The County shall promptly determine the necessity for the County to retain a qualified expert to evaluate such condition or take corrective action, if any.
- B. In such cases where a hazardous environmental condition is identified, the Contractor shall move to another area of the Work until the issue is resolved.
- C. The Contractor shall not resume Work in connection with such condition or in any affected area until after the County has obtained any required permits or clearances related thereto and delivered to the Contractor Notice:
 - 1) Specifying that such condition and any affected area is or has been rendered safe for the resumption of the Work; or
 - 2) Specifying any special conditions under which such Work may be resumed safely.
- D. The Contractor shall not be responsible for any hazardous environmental condition uncovered or revealed at the Jobsite which was not shown, indicated, or identified in the Work Assignment to be within the scope of the Work. The Contractor shall be responsible for a hazardous environmental condition created with any materials brought to the Jobsite by the Contractor, Subcontractors, suppliers, or anyone else for whom the Contractor is responsible.

5.24 SALVAGED EQUIPMENT AND MATERIALS:

- A. Unless otherwise directed by the County, salvaged materials, equipment or supplies are the property of the County and shall be kept clean and properly stored as directed by the County.
- B. Should the County choose to not accept these materials they shall be removed from the Project site by the Contractor as soon as practical.
- C. All materials excavated by the Contractor and suitable for fill shall be stockpiled and used by the Contractor as fill material for the Work. Excess suitable fill material not required for the Work shall remain the property of the County and shall be transported by the Contractor within a 5-mile radius and unloaded at a location determined by the County at no additional cost.
- D. All materials excavated by the Contractor and not suitable for fill, and material not required by the County shall be hauled and be properly disposed of by the Contractor at no additional cost to the County.

5.25 CLEAN-UP AND DISPOSAL:

- A. Cleanup and restoration shall be accomplished on a continuing basis throughout the performance of the Work, and in such a manner as to maintain a minimum of nuisance and interference to the County, residents and workers at or adjacent to the Jobsite.
- B. During the progress of the Work, the Contractor shall keep the Jobsite and other areas free from accumulations of construction debris, waste materials, rubbish, and other debris. The Contractor shall, within a reasonable time, dispose of all residues resulting from the Work, and shall remove and properly dispose of any surplus excavation, broken pavement, concrete, brick, lumber, and other construction materials, and any refuse as these items accumulate.
- C. Removal and disposal of such construction debris, waste materials, rubbish, and other debris shall conform to applicable laws and regulations.
- D. At the time the need for temporary structures or temporary utility services or a substantial portion thereof has ended, or when the temporary structures and services have been replaced by permanent Work, and not later than the time of Substantial Completion, the Contractor shall promptly remove the installations. The Contractor shall complete and restore Work, which may have been delayed or affected by the installation and use of the temporary facilities, including any required repairs, grading, restoration, and cleaning of exposed surfaces, and replace any Work damaged beyond acceptable restoration.
- E. Prior to Final Acceptance of the Work, the Contractor shall clean the Jobsite and the Work and make it ready for utilization by the County. At the completion of the Work, the Contractor shall remove from the Jobsite all tools, appliances, construction equipment and

machinery, and surplus materials and shall restore to original condition or better, all property not designated for alteration by the Work Assignment.

6.0 COUNTY'S RIGHTS

- 6.1 COUNTY ACCESS TO WORK: The County, including its authorized representatives and agents, and governmental agency representatives with jurisdiction, shall, at all times, have access to the Work wherever it is in preparation or progress, and may visit the Jobsite and observe the Work to ensure compliance with the Contract and Work Assignment. The Contractor shall provide the County and its agents proper and safe conditions for such access and advise them of the Contractor's Jobsite safety procedures and programs so that they may comply.
- 6.2 COUNTY MAY STOP WORK:
- A. The County, may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated, if: the Contractor's work is repeatedly defective; the Contractor fails to supply sufficient skilled workers or suitable materials or equipment to complete the Work; fails to correct a safety issue brought to the Contractor's attention; fails or neglects to perform the Work in such a way that the completed Work will not meet the Work Assignment time requirements; or violates in a substantial way any provisions of the Contract or Work Assignment.
 - B. The County may terminate payments to the Contractor for those portions of the Work affected by a stop work order.
 - C. The Contractor, upon receipt of a stop work order, shall, after securing the Jobsite, immediately cease work, and shall not be entitled to a change in Work Assignment price or Work Assignment time as a result of such order.
 - D. The Contractor may be allowed to resume work following the submission and acceptance of a work plan addressing the cause of the stop work order, and provided that the corrective work is commenced within seven days of resuming work and is complete according to the accepted work plan.
- 6.3 COUNTY MAY CORRECT DEFECTIVE WORK:
- A. The County may, without prejudice to other remedies the County may have, issue a stop work order to the Contractor for failure or neglect to carry out the provisions of the Contract and/or Work Assignment as noted above, and after seven days Notice to the Contractor, proceed to correct or remedy any such deficiencies either by the County's own forces or through the services of another contractor.
 - B. In such case, an appropriate IFCA or Work Assignment Amendment shall be issued deducting from payments then or thereafter due the Contractor the reasonable costs of correcting such deficiencies, including the County's expenses for additional services made necessary by such default, neglect, or failure. If payments, then or thereafter due the Contractor, are not sufficient to cover such amounts, the Contractor, or Surety, shall pay the difference to the County.
 - C. The Contractor shall not be allowed an extension of the Work Assignment time because of any delay in the performance of the Work attributable to the exercise by the County of the County's rights and remedies under the Contract.
- 6.4 RIGHT TO RETAIN DEFECTIVE WORK:
- A. If, instead of requiring correction or removal and replacement of defective Work, the County decides that any part or portion of the defective Work is not of sufficient magnitude or importance as to make the Work dangerous or undesirable, or if the removal of such Work would create conditions which are dangerous or undesirable, and the County prefers to accept the defective Work or portions thereof, the County may do so. Any portion of Work not so accepted by the County shall be removed and replaced as required by the Contract Documents. The Contractor shall be responsible for all costs of the County's

evaluation of and determination to accept such defective Work as well as the diminished value of the Work to the extent not otherwise due to the Contractor.

- B. If any such acceptance of defective Work occurs prior to final payment, an IFCA may be issued incorporating the necessary revisions in the Work Assignment with respect to the Work, and the County shall be entitled to an appropriate decrease in the Work Assignment price, reflecting the diminished value of Work so accepted, and the cost of evaluating the defective Work for acceptance. If the acceptance occurs after final payment, the appropriate costs will be paid by the Contractor, or Surety, to the County.
- C. Such retention of a portion of the Work that would be considered defective shall not constitute waiver by the County of the Contractor's remaining obligations under the Contract.

6.5 COUNTY MAY SUSPEND WORK: The County may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety consecutive days by Notice in writing to the Contractor. Such Notice shall fix the date on which the Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor may request an increase in the Work Assignment price or an extension of the Work Assignment time, or both, directly attributable to any such suspension if a timely Claim is made pursuant to the Contract.

6.6 TERMINATION:

A. Termination of Contract for Cause by County.

1. The occurrence of any one of the following defaults by Contractor will justify termination for cause by County:
 - a. The 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 approved Project Schedule, as it may be adjusted from time to time pursuant to the Contract Documents.
 - b. The Contractor's failure to adhere to applicable laws or regulations of any public body having jurisdiction.
 - c. The Contractor's disregard of the authority of the County's authorized agents.
 - d. The Contractor's failure to repair, or to remove and replace defective materials or Work.
 - e. The Contractor's violation in any material way of any provisions of the Contract.
2. If any of the defaults identified above occur, the County may, after giving the Contractor, and Surety (if any), seven days written notice of County's intent to terminate the services of the Contractor:
 - a. Exclude the Contractor from the Jobsite, and take possession of the Work and of all the Contractor's tools, appliances, construction equipment, and machinery at the Jobsite (subject to reasonable payment for the same), and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion),
 - b. Incorporate in the unfinished Work all materials and equipment stored at the Jobsite or elsewhere for which the County has paid the Contractor.
 - c. Complete the Work as the County may deem expedient.
3. If the County exercises its rights as provided in this section, the Contractor shall not be entitled to receive any further payment until the Work is completed. If claims, costs, losses, and damages due to the Contractor's default exceed the unpaid balance of the Contract, the Contractor or Surety (if any) shall pay the difference to the County. When exercising any rights or remedies allowed under the Contract, the County shall not be required to obtain the lowest price for the Work performed.
4. Where the Contractor's services have been so terminated by the County, the

termination will not affect any rights or remedies of the County against the Contractor then existing or which may thereafter accrue. Any retainage or payment of moneys due the Contractor by the County will not release the Contractor from liability under the Contract.

5. In the case of termination of the Contract for any cause before completion, the Contractor, if notified to do so by the County, shall promptly remove any part or all of the Contractor's equipment and supplies at the expense of the Contractor.
6. Notwithstanding the above, the Contractor's services will not be terminated if the Contractor begins, within seven calendar days of receipt of Notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure all such noted failures within no more than thirty calendar days of receipt of said Notice.

B. Termination of Contract for Convenience by County.

1. Upon seven days Notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy of the County, terminate the Contract for the County's convenience. In such case, the Contractor shall, upon properly securing the Jobsite, be paid for (without duplication of any items):
 - a. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination.
 - b. Documented 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.
 - c. Documented claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others.
 - d. Reasonable expenses directly attributable to termination.
2. The Contractor shall not be paid on account of loss of anticipated profits or revenue for Work not completed by the Contractor, or for other economic losses arising out of or resulting from such termination.
3. In no event shall the amount paid by the County to Contractor exceed the total amount which would be payable for completion of outstanding Work Assignments.

C. Termination of a Work Assignment

1. The County reserves the right to terminate any Work Assignment without terminating the Contract or any other uncompleted Work Assignments.
2. In the event the County terminates a Work Assignment, references to termination of the Contract made in section 6.6 shall be deemed to refer to termination of the Work Assignment.

6.7 SUBSTANTIAL COMPLETION OF A PART OF THE WORK:

- A. Prior to Substantial Completion of all the Work, the County may use or occupy any substantially completed part of the Work which has specifically been identified in the Work Assignment, or which the County determines constitutes a separately functioning and usable part of the Work that can be used by the County for its intended purpose without significant interference with the Contractor's performance of the remainder of the Work, subject to the following conditions:
- 1) The County at any time may notify the Contractor that the County wishes to use or occupy any such part of the Work which the County believes to be ready for its intended use and substantially complete. If and when the Contractor agrees that such part of the Work is substantially complete, the Contractor will notify the County that such part of the Work is substantially complete and request the County to inspect that portion of the Work. The County will inspect the work and if satisfactory will issue a Certificate of Substantial Completion for that part of the Work.
 - 2) The Contractor at any time may notify the County in writing that the Contractor certifies any such part of the Work ready for its intended use and substantially

complete and request the County to inspect that portion of the Work, and, with the County's approval, issue a Certificate of Substantial Completion for that part of the Work, provided all documentation required for acceptance, such as video and/or photo packages, have been submitted, if required by the Contract or Work Assignment.

- 3) Within a reasonable time after either such request, the County and the Contractor shall make an inspection of that part of the Work to determine its status of completion. If the County does not consider that part of the Work to be substantially complete, the County will notify the Contractor in writing giving the reasons therefor. If the County considers that part of the Work to be substantially complete, the County will prepare a Certificate of Substantial Completion of that part of the Work, designating the date of the Substantial Completion, noting any work remaining to bring that portion of Work to final completion, and list the division of responsibilities between the County and the Contractor for partial utilization of the Work, including the start of any warranty period and the transfer of property insurance coverage, where applicable.

6.9 PROJECT AUDIT:

- A. Authorized representatives of the County, its agents, and governmental agency representatives with jurisdiction, shall have access to all books, documents, papers, and records of the Contractor specifically relating and directly pertinent to the Work for the purpose of conducting a project audit.
- B. The Contractor, its employees and agents including all Subcontractors, shall allow access to its records during normal business hours following sufficient notification.

7.0 **CONTRACTOR'S RIGHTS AND RESPONSIBILITIES**

7.1 GENERAL:

- A. The 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 and Work Assignment. The Contractor shall strictly comply with all specifications, drawings and terms of the Contract and Work Assignment.
- B. The Contractor shall cooperate with the County during the progress of the Work, and coordinate with utility companies and the County's other contractors (when applicable), working at or in the vicinity of the Jobsite, to ensure continuous workflow while minimizing delays.
- C. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Work Assignment.
- D. It is understood and agreed that the Contractor, by careful examination, is satisfied as to the nature and location of the Work, the conditions of the Jobsite, the character, quality and quantity of the materials to be employed, the character of equipment and facilities needed for the execution of the Work, the general and local conditions, and all other matters which can in any way affect the performance of the Work.
- E. The Contractor shall provide and assume full responsibility for all plant, materials, equipment, tools, labor, services, transportation, machinery, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, bonds and insurance policies, overhead, office, and all other costs and expenses of facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- F. The Contractor shall be responsible to the County for acts and omissions of the Contractor, the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- G. The Contractor shall be responsible for inspection of portions of work performed by others to determine that such portions are in proper condition to receive subsequent work by the

Contractor. The Contractor shall immediately notify the County if any such work is defective or unsuitable to accept the Work by the Contractor.

- H. If the Work Assignment is stopped for a period of ninety days by order of any court or public authority other than the County, through no act or fault of the Contractor or any of its employees, the Contractor may, upon providing Notice to the County within thirty days, terminate the Work Assignment and recover from the County payment for all Work executed and any costs incurred.

7.2 SUPERVISION AND SUPERINTENDENCY:

- A. The Contractor Representative named in the Contract, shall have full power and authority to act on the Contractor's behalf, in all matters dealing with the Contract. All communications and directions given to, received by, or received from the Contractor Representative shall be binding on the Contractor.
- B. The Contractor shall assign a competent superintendent, who will be the Contractor's Representative on the Jobsite and shall have complete authority to act on behalf of the Contractor. All communications and directions given to, received by, or received from the superintendent shall be binding on the Contractor, unless otherwise conveyed to the County in writing.
- C. The Contractor shall assign other supervisory personnel as necessary to ensure faithful prosecution and timely delivery of services pursuant to the requirements of the Contract. The Contractor shall notify the County in writing of the names and credentials of the superintendent and supervisory personnel at the pre-construction conference for each Work Assignment.
- D. The Contractor Representative and superintendent shall be the points of contact for the County.
- E. The Contractor Representative and superintendent shall not be changed except by written consent of the County unless this person or persons cease to be employed by the Contractor. The Contractor shall provide Notice to the County of any such changes within two working days.

7.3 SUBCONTRACTORS AND MATERIAL SUPPLIERS:

- A. The Contractor shall provide an initial list of proposed Subcontractors, including the portions of Work to be performed by each of the Subcontractors. The list of Subcontractors shall be finalized and submitted to the County prior to approval of the Work Assignment. The list of material suppliers shall be developed through Shop Drawing reviews.
- B. If the County has reasonable objection to any Subcontractor or material supplier, whether identified in the Bid or subsequently, the Contractor shall submit an acceptable substitute without entitlement to any change in Contract price. After acceptance by the County of any particular Subcontractor or material supplier, the Contractor shall make no substitution without written approval of the County, which will not be unreasonably withheld.
- C. The Contractor is fully responsible to the County for the acts and omissions of its Subcontractors and material suppliers, and of persons either directly or indirectly employed by them.
- D. Nothing contained in the Contract or Work Assignment shall create any contractual relationship between any Subcontractor or material/equipment supplier and the County.
- E. Work performed for the Contractor by a Subcontractor, and materials and equipment provided by material/equipment suppliers will be pursuant to appropriate contracts between the Contractor and the Subcontractor or supplier, which specifically binds the Subcontractor or supplier to the applicable terms and conditions of the Contract for the benefit of the County.

- 7.4 LABOR: The Contractor shall ensure that all key personnel, support personnel and other agents are fully qualified and capable to perform their assigned tasks. The County shall have

the right to require the Contractor to remove personnel assigned at any level for their performance of the Work or conduct on the Jobsite.

7.5 REPORTING DISCREPANCIES:

- A. Before Starting the Work: Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract and Work Assignment and check and verify pertinent figures therein and all applicable field measurements. The Contractor shall promptly report in writing to the County any conflict, error, ambiguity, or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the County before proceeding with any Work affected thereby.
- B. During Performance of the Work: If, during the performance of the Work, the Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract or Work Assignment, or between the Contract or Work Assignment 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 manufacturer/supplier, the Contractor shall immediately report it verbally to the County and provide a fully detailed written explanation within 48 hours of discovery. The Contractor shall not proceed with the Work affected thereby (except in an emergency, as determined by the County) until receiving a written interpretation or clarification from the County.

7.6 PROJECT LAYOUT:

- A. The Contractor is responsible for laying out the Work based on the reference points provided by the County, if any, and shall protect and preserve the established reference points and any property monuments existing prior to the start of the Work. The Contractor shall make no changes or relocations to these reference points or property monuments without the prior written approval of the County.
- B. The Contractor shall report to the County whenever any reference point or property monument is lost or destroyed or requires relocation. If such relocation is necessary due to changes in grade or work location, the County will be responsible for their removal and relocation. If the reference point or property monument is lost or destroyed as a result of the Contractor's operations, the Contractor shall be responsible for the accurate replacement or relocation of such reference point or property monument by a State of Florida Registered Professional Surveyor and Mapper.
- C. The Contractor shall furnish all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies, as necessary and required for the Work, and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work.

7.7 COORDINATION WITH OTHER CONTRACTORS: The Contractor shall coordinate the Work with other contractors that may be working in the Project vicinity performing other work.

7.8 EMERGENCIES: In emergencies affecting the immediate safety or protection of persons or the Work or property at the Jobsite or adjacent thereto, the Contractor is obligated to act to prevent threatened damage, injury, or loss. The Contractor shall give the County prompt Notice if the Contractor believes that any significant changes in the Work or variations from the Contract or Work Assignment have been caused by or are required as a result of an emergency.

7.9 PATENT FEES AND ROYALTIES: The 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.

7.10 SAFETY REPRESENTATIVE: The Contractor shall designate a qualified and experienced safety representative at the Jobsite whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

- 7.11 HAZARD COMMUNICATION PROGRAM: The Contractor shall be responsible for coordinating any exchange with the County of Safety Data Sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Jobsite in accordance with laws or regulations.
- 7.12 RISK OF LOSS: Prior to Final Acceptance of the Work by the County, risk of loss for the Work shall remain with the Contractor and Contractor shall be required to repair, replace, renew and make good at the Contractor's own expense all damages caused by force or violence of the elements or any cause whatsoever, provided however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete the Work, unless the delay is due to the negligence, fault, or omission of the Contractor.
- 7.13 PROTECTION AND RESTORATION OF PUBLIC AND PRIVATE PROPERTY:
- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, or Subcontractors or agents, such property shall be restored by the Contractor, at the Contractor's expense, to its original or better condition to that existing before the damage was done, or the Contractor shall make good the damage in another manner acceptable to the County.
 - B. Should any claim be made by any adjacent property owner or occupant because of the performance of the Work, the Contractor shall promptly settle with such owners or occupants by negotiation or otherwise resolve the claim, provided any such settlement does not bind the County.
 - C. Along the location of the Work, all sidewalks, streets, driveways, mailboxes, walks, lawns, landscaped areas, bushes, trees, shrubbery, irrigation systems and other above and below ground physical features shall be protected by the Contractor, and where disturbed or damaged, promptly restored to their original or better condition by use of similar or comparable materials. Fences, walls, and other features removed by the Contractor shall be replaced as soon as conditions permit. All grassed areas, which have been damaged by the Contractor, shall be re-graded, and sodded or seeded and mulched as directed by the County.
 - D. Trees close to the Work shall be boxed or otherwise protected against injury. The Contractor shall trim all branches and roots that are liable to damage because of the Contractor's operations, but in no case shall any tree be cut or removed without prior notification of the County. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting, and painting according to approved methods, using only approved tools and materials. The Contractor shall abide by the County's Tree Protection Ordinance.
 - E. The protection, removal, replacement, and restoration of existing physical features along the line of Work shall be a part of the Work under the Contract and/or Work Assignment. Final Acceptance will not be provided, and final payment will not be made until all public and private property has been restored to the satisfaction of the County.
 - F. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the County may, after providing seven days Notice to the Contractor, proceed to repair, rebuild or otherwise restore such property and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Work Assignment.
 - G. Weather Conditions: Sarasota County is subject to severe weather conditions such as hurricanes, tropical storms, tornadoes, strong winds, heavy rains, and lightning. It is the Contractor's responsibility at all times to:
 - 1) monitor current and developing weather conditions;
 - 2) develop and implement appropriate contingency plans to ensure proper storage of materials, supplies, and equipment, and

3) secure the Jobsite so as to not endanger public health and safety, or public and private property.

H. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, as required by the Contract and/or Work Assignment and all laws, codes, and standards. The Contractor shall take all necessary precautions to prevent damage, injury or loss to:

- 1) Persons on and adjacent to the Jobsite.
- 2) The Work, including materials, supplies, and equipment incorporated therein.
- 3) Public and private property adjacent to the Jobsite.

7.14 PROTECTION OF ENVIRONMENTAL RESOURCES: The Contractor shall comply with all applicable federal, state, and local environmental laws and regulations. The environmental resources within and adjacent to the Jobsite (not impacted by permit) shall be protected during the entire period of the Work. The Contractor shall confine activities to areas defined by the Work Assignment.

7.15 PROTECTION OF HISTORIC AND ARCHEOLOGICAL RESOURCES:

- A. If historic or archeological resources are encountered during the Contractor's operations, the Contractor shall notify the County immediately, and stop Work in the area until directed to restart.
- B. In such cases, the Contractor shall move to another area of the Work until the issue is resolved.
- C. The Contractor shall comply with the Sarasota County Code of Ordinances, as applicable.

7.16 FLORIDA POWER & LIGHT SERVICE:

- A. Where required in the Contract, the Contractor shall provide all necessary coordination with Florida Power & Light (FPL) for power supply to the proposed facilities, including sewage lift stations, vacuum sewer pump stations, water pumping and storage facilities, water or sewer booster stations, and similar facilities. The Contractor shall incorporate FPL's schedule within the Project Schedule. All costs associated with temporary and permanent power shall be borne by the Contractor, unless otherwise provided in the bid line items.
- B. The Contractor is responsible for all on-site improvements including poles, transformers, panel, conduit, power wiring, concrete mounting pads, and related equipment and materials necessary for a complete and fully operational system. The Contractor shall transfer service to the County upon the date of Substantial Completion of the Project, unless otherwise provided in the Contract or Work Assignment.

7.17 UTILITY SERVICES: Existing service locations as shown on the drawings are approximate. Upon completion of service relocation or replacement as called for on the drawings, the Contractor shall relocate or install the meter and/or reconnect the building service line as directed by the County. A Florida licensed plumber shall complete all plumbing work on the discharge side of the meter.

8.0 COUNTY'S RESPONSIBILITIES AND DUTIES

8.1 STATUS OF THE PROJECT MANAGER: The Project Manager is the authorized County representative designated by the Administrative Agent to perform certain responsibilities and duties as defined by the County for management of specified portions of a Work Assignment.

8.2 REVIEW AND APPROVAL OF THE WORK: The Contractor's work shall at all times be subject to the review, testing and approval of the County or its authorized designee(s). The County shall decide any and all questions which may arise as to the quality and acceptability of the materials and equipment furnished, the Work performed, the rate of progress of the Work, the conditions of the Jobsite, the maintenance of schedules, the interpretation of the Contract and Work Assignment through the County's Administrative Agent, and all questions on the acceptable performance of the Contractor under the Contract and Work Assignment.

- 8.3 RESOLUTION OF DISCREPANCIES: In case of differences discovered and reported by the Contractor between the Construction Plans/Drawings and Technical Specifications, the County, through the Administrative Agent, shall make a determination whether the Construction Plans/Drawings or Technical Specifications represent the intent of the Contract and/or Work Assignment, and such determination shall be communicated to the Contractor in writing. Should the County discover a discrepancy between the Construction Plans/Drawings and Technical Specifications, a written determination resolving the discrepancy shall be provided to the Contractor.
- 8.4 RECOMMENDATION OF PROGRESS PAYMENTS:
- A. The County will evaluate the Contractor's payment application and if in agreement, will sign the application indicating the County's recommendation to pay the amounts shown.
 - B. Should the County disagree with any item of Work shown on the application, the County will promptly return it to the Contractor for correction and re-submittal.
 - C. Should the Contractor disagree with the County's determination of work completed and monies due, the Contractor may request approval of the work items that are not in question by resubmitting the payment application and may file a timely Claim in reference to disputed items. In such a case, the County shall recommend approval of the resubmitted payment application for only the undisputed items of work.
- 8.5 INSPECTION AND EXAMINATION OF THE WORK:
- A. The County and its authorized designee(s) shall have free access to the Work of the Contractor at any time for purposes of inspection and testing, and shall be reasonably assisted by the Contractor in conducting such inspections and testing of the Work. Such assistance of the Contractor shall, if necessary, include the uncovering, testing or removal of portions of finished work.
 - B. The County will not supervise, direct, control, or have authority over or be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the performance of the Work.
 - C. All materials and equipment shall be subject to inspection, examination and testing by the County at any time during manufacture, and at places where manufacturing of the materials and equipment is taking place. The County may reject defective materials and equipment during manufacture or before or after they have been incorporated into the Work. If the Contractor fails to replace defective Work or rejected materials and equipment, the County may replace such materials and equipment or correct such defective work and charge the cost thereof to the Contractor.
 - D. No final inspection, acceptance of the Work, materials or equipment or final or interim acceptance of same by the County or certification of the Engineer/Architect of Record shall relieve the obligation of the Contractor to the County to do the Work in a good, workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all terms and any obligations of the Contract.
- 8.6 PROJECT REPRESENTATIVE: The Project Manager's on-site Project Representative may be assigned to a Project, or any part thereof, at any time. The presence or absence of the PR does not lessen the responsibility of the Contractor to perform the Work in accordance with the Contract and Work Assignment. In case of dispute between the Contractor and the PR as to materials furnished, or the manner and method of performing the Work, the PR has authority to reject materials or work, and to stop the Work until the issue can be referred to, and decided by the County. The PR is not authorized to revoke, alter, enlarge, relax, release, or amend any of the Contract or Work Assignment requirements, nor to issue any instructions on, nor to approve or accept any portion of the Work, or materials, or equipment; nor are any of his/her actions, authorized or unauthorized, to be so construed.
- 8.7 RIGHT TO REJECT DEFECTIVE WORK:

- A. The County has the authority to reject work which the County believes to be defective, or that the County believes will not produce a completed work that conforms to the Contract and Work Assignment or that will prejudice the integrity of the design concept of the completed work as a functioning whole as indicated by the Contract and Work Assignment. The County also has authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. Prompt Notice of all defective Work of which the County has actual knowledge will be given to the Contractor.

8.8 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:

- A. The Contractor shall submit Shop Drawings, product data sheets, and samples to the County for review and acceptance in accordance with the approved Schedule of Submittals.
 - 1) Shop Drawings: Submit number of copies specified in the Contract Documents. The Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment the Contractor proposes to provide and to enable review of the information as required for approval.
 - 2) Product Data: Submit number of product data sheets specified in the Contract Documents. The data sheets shall include standard printed information on materials, products, and systems not custom prepared, from which selections can be designated by the Contractor. Information shall include product dimensions, tolerances, manufacturer's recommendations for application and use, compliance with standards, and other information indicating that the material, product, or system meets or exceeds the Technical Specifications requirements.
 - 3) Samples: Submit number of samples specified in the Contract Documents. Clearly identify each sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as the Engineer/Architect of Record may require, enabling review of the information as required for approval.
- B. Where a Shop Drawing, product data sheet, or sample is required by the Contract Documents or the Schedule of Submittals, any related work shall not be performed by the Contractor until the review and approval process of the pertinent submittal is complete. Shop Drawings, product data sheets, and sample submittals will be at the sole expense and responsibility of the Contractor.
- C. The Engineer/Architect of Record will review or take other appropriate action on submittals only for the limited purpose of checking for conformance with the requirements of the Contract Documents. The Contractor shall be responsible for the adequacy of the performance of the materials and equipment submitted.
- D. Submittal Procedures:
 - 1) Before submitting each Shop Drawing, product data sheet, and sample, the 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 the Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 - d. The review and coordination of each Shop Drawing, product data sheet, or sample with other Shop Drawings, product data sheets, 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 the Contractor has satisfied its obligations under the Contract Documents with respect to the Contractor's review and approval of that submittal.

- 3) With each submittal, the Contractor shall give the County specific Notice of any variations that the Shop Drawing, product data, or sample may have from the requirements of the Contract Documents. This Notice shall be made by a specific notation on the Shop Drawing, product data sheet, or sample submittal; and by a separate written communication submitted to the County for each such variation.
- E. Re-submittals: The Contractor shall make corrections required and shall return the required number of corrected copies of Shop Drawings and product data; and submit, as required, new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for on previous submittals.

8.9 BRAND NAME OR EQUAL AND SUBSTITUTIONS:

A. Brand Name or Equal:

1. Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to a manufacturer's or vendor's name, trade name, or catalogue number or "or equal", the purchase description reflects the characteristics and level of quality that will satisfy the County's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
2. To be considered for use, offers of "equal" products, including "equal" products of the brand name manufacturer, must-
 - a. Meet the salient physical, functional, or performance characteristic of the specified material, article, or piece of equipment;
 - b. Clearly identify the item by-
 - (i) Brand name, if any; and
 - (ii) Make or model number;
 - c. Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Administrative Agent; and
3. Contractor shall clearly describe any modifications the Contractor plans to make in a product to make it conform to the Work Assignment requirements. Mark any descriptive material to clearly show the modifications. The Administrative Agent will evaluate "equal" products on the basis of information furnished by the Contractor or identified in the offer and reasonably available to the Administrative Agent. The Administrative Agent is not responsible for locating or obtaining any information not identified in the offer.
4. Unless the Contractor clearly indicates in its offer that the product being offered is an "equal" product, the Contractor shall provide the brand name product referenced in the Contract Documents.

B. Substitute Items:

- 1) If, in the County's sole discretion, an item of material or equipment proposed by the Contractor does not qualify as an "or equal" item, it may be considered a proposed substitute item, or it may be rejected entirely.
- 2) The Contractor shall submit sufficient information, as provided below, to allow the County to determine that the item proposed is essentially equivalent and an acceptable substitute to that named in the Contract Documents. Requests for review of proposed substitute items will not be accepted by the County from anyone other than the Contractor.
- 3) The requirements for review by the County will be as set forth below, as may be supplemented elsewhere in the Contract Documents, and as the County may decide is appropriate under the circumstances.

- 4) A substitute will not be considered by the County unless there is an associated reduction in cost for its use or other benefit to the County.
- 5) The Contractor shall make written application to the County for review of a proposed substitute item that the Contractor seeks to furnish or use. The application shall include the following:
 - a. The Contractor shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design; be similar in substance to that specified; and be suited to the same use as that specified.
 - b. The Contractor will state the extent, if any, to which the use of the proposed substitute item will prejudice the Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract and/or Work Assignment provisions (or in the provisions of any other County contract for other work on the Project) to adapt the design to the proposed substitute item; and 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.
 - c. The Contractor will identify all variations of the proposed substitute item from that specified; provide information on available engineering, sales, maintenance, repair, and replacement services; and shall contain an itemized estimate of all credits that will result directly or indirectly from use of such substitute item.
- 6) Special Warranty: The County may require the Contractor to furnish at the Contractor's expense a special performance warranty with respect to any substitute accepted by the County.

- C. Cost Reimbursement: The County will record costs of evaluating a substitute item proposed or submitted by the Contractor. Whether or not the County approves a proposed substitute item, the Contractor shall reimburse the County for the charges of evaluating each such proposed substitute. The Contractor shall also reimburse the County for the charges for making changes in the Contract or Work Assignment (or in the provisions of any other County contract) resulting from the acceptance of each proposed substitute.
- D. Contractor's Expense: The Contractor shall provide all data in support of any proposed "or equal" or substitute at the Contractor's expense and shall have no claim for additional cost or time should the item be rejected.
- E. The County's approval or rejection of any "or equal" or substitute item submitted by the Contractor is final.

8.10 COOPERATION: The County shall endeavor to cooperate with the Contractor to achieve successful completion of the Work. The County will promptly respond to requests for information and Construction and/or Work Assignment interpretations; and will make all reasonable efforts to work with the Contractor to resolve any Claims or disputes.

8.11 AVAILABILITY OF LANDS FOR WORK:

- A. The County represents that it owns the lands or is permitted to perform work on and over the land upon which the Work is to be constructed. Upon request by the Contractor, the County shall furnish copies of available land surveys of the Jobsite, if available. Permanent easements for permanent structures or utilities, and temporary easements shall be secured and paid for by the County.
- B. The County shall notify the Contractor of any encumbrances or restrictions of which the County is aware that are specifically related to use of the Jobsite with which the Contractor must comply in performing the Work, including any permit conditions required under any federal, state, and local permit obtained by the County for the Work.
- C. The Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of materials and equipment, together with right of access to the same.

8.12 SURVEY/PROJECT CONTROLS:

- A. The County may provide Construction Plans/Drawings based on surveys establishing both horizontal and vertical reference points, which in the County's judgment are necessary to enable the Contractor to layout the Work.
- B. The Contractor shall be responsible for laying out the Work based on the reference points provided, shall protect and preserve the established reference points and any property monuments existing prior to the start of the Work, and shall make no changes or relocations without the prior written approval of the County.

9.0 WORK BY OTHERS

9.1 CONSTRUCTION BY THE COUNTY OR BY OTHER CONTRACTORS:

- A. The County reserves the right to perform construction or operations related to the Project with the County's own forces, or under contracts with other County contractors. The Contractor shall have no claims for delay or additional cost involved due to such actions by the County.
- B. The County shall be responsible for and provide coordination of the activities of the County's own forces and other contractors with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other contractors and the County in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after joint review and mutual agreement. This construction schedule shall then constitute the schedules to be used by the Contractor, the County's own work force, and separate contractors unless subsequently revised.
- C. Work in the Project area may also be performed by utility owners repairing or relocating their existing facilities or constructing new facilities. The Contractor shall coordinate its Work with that of these utility owners and cooperate with them fully.
- D. The County will endeavor to provide sufficient Notice to the Contractor prior to the start of any such work by others.
- E. The Contractor shall afford each other County contractor, each utility owner, and the County's forces, proper and safe access to the Jobsite, 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.
- F. If the proper execution or results of any part of the Contractor's Work depends upon work performed by others, the Contractor shall inspect such other work and promptly report to the County in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of the Contractor's Work. The Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with the Contractor's Work except for latent defects and deficiencies that may be later discovered in such other work.

10.0 COST OF THE WORK

10.1 LUMP SUM WORK:

- A. Where the Contract or Work Assignment provide that all or part of the Work is to be lump sum Work, the Work Assignment price will be deemed to include an amount equal to the sum of all the items appearing in the Unit Price Schedule as "Lump Sum."
- B. At the pre-construction conference, the Contractor will be required to submit a Schedule of Values which breaks down the lump sum items into smaller components, as approved by the County, and includes the cost of each component. The Schedule of Values, which requires approval by the County, will be used to review and approve the Contractor's progress payments based on the approved Work performed in the previous month on each component of the lump sum item.
- C. Each lump sum item will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's total expenses required to complete each such

item in the Unit Price Schedule, including all overhead, profit, and direct and indirect expenses for each such identified item.

10.2 UNIT PRICE WORK:

- A. Where the Contract or Work Assignment provide that all or part of the Work is to be unit price work, initially, the Work Assignment price will be deemed to include an amount equal to the sum of all the unit prices bid for each separately identified item times the estimated quantity of each item as indicated in the Unit Price Schedule.
- B. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of Bids. Determinations of the actual quantities and classifications of unit price work performed by the Contractor will be made by the County, and based on the approved actual quantities installed in the Work Assignment.
- C. Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's total expenses required to complete each item in the Unit Price Schedule, including all overhead, profit, and direct and indirect expenses for each separately identified item.
- D. The Contractor shall not be allowed an adjustment in the Work Assignment price if the quantity of any item of unit price work performed by the Contractor differs materially and significantly from the estimated quantity of such item indicated in the Unit Price Schedule.
- E. Final payment will be issued as approved by the County, to reflect actual amounts due the Contractor for approved Work covered by unit prices, and the final Work Assignment price shall be correspondingly adjusted.

10.3 ALLOWANCES:

- A. It is understood that the Contractor has included in the Work Assignment price all allowances shown in the Unit Price Schedule and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to the County.
- B. The allowances, if any, indicated in the Unit Price Schedule and as defined in the Contract Documents, include the cost to the Contractor of materials and equipment required by the allowances to be delivered to the Jobsite, all applicable taxes, and the Contractor's costs for unloading and handling at the Jobsite. It is also agreed that all labor, equipment and installation costs, as well as overhead, profit, and other expenses contemplated for the Work have been included in the Work Assignment price, and no demand for additional payment on account of any of the foregoing will be valid.
- C. Final payment will be issued, as approved by the County, to reflect actual amounts due the Contractor on account of Work covered by allowances, and the final Work Assignment price shall be correspondingly adjusted.

11.0 CHANGES, DELAYS, AND TIME EXTENSIONS

11.1 CHANGES IN THE WORK:

- A. Authorized Changes in The Work:
 - 1) Without invalidating the Contract or Work Assignment and without notice to any surety, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work by issuance of a Contract Modification. Upon receipt, the Contractor shall sign the Contract Modification and proceed with the Work involved, which will be performed under the applicable conditions of the Contract.
 - 2) If the Contractor is unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Work Assignment price or Work Assignment time, or both, that is allowed by the Contract Modification, a Claim may be made as provided in Article 12.0 of these General Conditions.
- B. Unauthorized Changes in The Work:

- 1) The Contractor shall not make any changes or substitutions in the Work without the express written consent of the County, and only after evaluation by the County in accordance with the Contract Documents.
 - 2) The Contractor shall not be entitled to an increase in the Work Assignment price or an extension of the Work Assignment time with respect to any work performed that is not required by the Contract or Work Assignment as amended, modified, or supplemented by an executed Contract Modification, except in the case of an emergency, as determined by the County.
- C. Minor Variations To The Work: The County may authorize minor variations in the Work from the requirements of the Contract or Work Assignment which do not involve an adjustment in the Work Assignment price or the Work Assignment time and are compatible with the design concept of the completed Work as a functioning whole as indicated by the Contract and Work Assignment. These minor variations shall be accomplished by the Contractor, who shall perform the Work involved promptly.

11.2 INTERIM FIELD CHANGE AGREEMENT/CONTRACT AMENDMENT/WORK ASSIGNMENT AMENDMENT:

- A. A Contract Modification will either be an Interim Field Change Agreement (IFCA), Work Assignment Amendment or a Contract Amendment, depending on whether the Work Assignment price stipulated in the Contract will be exceeded or not.
- 1) An IFCA will be issued for changes within the general scope of the Work that will not exceed the Work Assignment price. Once the IFCA is signed by the County and the Contractor, the Contractor shall promptly proceed with the Work involved.
 - 2) A Work Assignment Amendment will be issued for changes in the scope of the Work or any change that will increase the Work Assignment price. The County, with the Contractor's input, will determine the extent of adjustment to the Work Assignment price and the Work Assignment time and will prepare the Work Assignment Amendment. The Work Assignment Amendment shall be signed by the Contractor and the County.
 - 3) A Contract Amendment will be issued for changes to the Contract not involving an individual Work Assignment. The Contract Amendment shall be signed by the Contractor and the County.
- B. The IFCA/Work Assignment Amendment will include a detailed description of the Work covered under the Contract Modification, and any adjustments in the Work Assignment price or the Work Assignment time, or both which are agreed to by the parties. The IFCA/Work Assignment Amendment may also include supporting data detailing the costs associated with the change in the Work.
- C. Except in an emergency, as determined by the County, no changes in the Work shall be performed by the Contractor unless a properly executed IFCA or Work Assignment Amendment is received by the Contractor.

11.3 CHANGE IN WORK ASSIGNMENT PRICE:

- A. The County, without invalidating the Work Assignment, may order extra work or make changes by altering, adding to, or deducting from the Work; the Work Assignment price being adjusted accordingly. All such work shall be performed in accordance with the Contract.
- 1) At any time, the County may request a quotation from the Contractor for a proposed change in the Work. Within ten days following the receipt of such a request, the Contractor shall prepare and submit a written and sufficiently detailed proposal for the estimated cost increase of the proposed change. The County shall review the proposal within five days, and shall:
 - a) accept the proposal in total, or portions thereof;
 - b) negotiate the scope and cost of the proposal; or
 - c) reject the proposal in its entirety.
 - 2) The proposal shall include any request for a change in Work Assignment time resulting

- from the proposed change in the Work. Any time extension requests shall also be subject to negotiations.
- 3) Itemized estimates shall be in sufficient detail for the County's review, including all material, labor, equipment, subcontracted work, and overhead costs and fees, and shall cover all work involved in the change, whether such work involves additions to, or deletions from the original Work Assignment scope and price.
 - 4) Any changes in the Work Assignment price or Work Assignment time shall be formalized in a Work Assignment Modification.
 - 5) Notwithstanding the request for quotation, the Contractor shall continue to carry on the Work and maintain the Project Schedule. Delays in the submittal of the written and detailed proposal will not be considered as basis for a time extension.
- B. For any such changes in the Work, a Contract Modification shall be prepared and authorized as above described.
- C. The value of any such changes in the Work, whether by additions or deletions in the original scope of the Work, shall be determined in one or more of the following ways:
- 1) By established Contract unit price.
 - 2) By an agreed upon unit price if the item of Work is not included in the Unit Price Schedule.
 - 3) By an agreed upon lump sum price.
 - 4) By the Cost-Plus method described below.
- D. Cost-Plus: In the event that unit prices are not available, or a lump sum price cannot be agreed upon, then the value of the change in the Work shall be determined by the following cost items during their time of use in completing the change in the Work:
- 1) Labor costs, including foremen, but excluding superintendent and overhead and profit.
 - 2) Materials entering permanently into the Work, excluding overhead and profit.
 - 3) Construction plant and equipment (owned or rented) during time of use on extra work, as provided in Labor and Equipment Rate Schedule costs.
 - 4) A fixed Contractor's fee in the form of a percentage applied to the above items.
- E. Labor and equipment costs under the Cost-Plus method shall be determined from the Labor and Equipment Rate Schedule provided by the Contractor at the start of Work or on or about the date of the pre-construction conference. The Labor and Equipment Rate Schedule shall exclude overhead and profit. The labor costs provided shall be a Burdened Rate.
- F. Contractor's Fee: The Contractor's total fee for overhead and profit under the Cost-Plus method shall be ten percent for the self-performed work. The Contractor's total fee for the portion of work performed by a Subcontractor can be five percent above the cost of the Subcontractor's work to the Contractor.
- G. The amount of credit to be allowed under the Cost-Plus method by the Contractor to the County for any change in the Work which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in the Contractor's fee by an amount equal to ten percent of such net decrease.
- H. When both additions and credits are involved in any one change in the Work under the Cost-Plus method, the adjustment in the Contractor's fee shall be computed based on the net change in the costs.
- I. The value of the changes in the Work shall be determined at the time that the IFCA or Work Assignment Amendment is authorized and agreed upon. No change in the Work shall proceed until a fully executed IFCA or Work Assignment Amendment is received by the Contractor.

11.4 CHANGE IN WORK ASSIGNMENT TIME:

- A. Time extensions for changes in the Work or allowable delays will depend upon the extent, if any, by which the changes or delays require additional time for the completion of the

critical path elements of the Work as shown on the most current Project Schedule. The IFCA/Work Assignment Amendment granting the time extension may provide that the Work Assignment time be extended only for those specific elements so delayed. The remaining Work Assignment completion dates for all other portions of the Work will not be altered. Approved time extensions will provide for an adjustment of Work Assignment time under the resulting revised Project Schedule.

- B. The Work Assignment time may only be changed by an IFCA or a Work Assignment Amendment. Should the Modification extend the original Work Assignment milestones and those dates fall on a weekend or County observed Holiday, the milestone shall be moved to the next County business day as outlined in Article 4.3.
- C. If the Contractor does not agree with the Work Assignment time adjustment approved by the County, the Contractor may make a written Claim, provided the Claim is timely and submitted in accordance with the provisions of Article 12.6.

11.5 DELAYS AND TIME EXTENSIONS:

- A. No Damages for Delays:
 - 1) No claim for damages or any claim other than for an extension of Work Assignment time shall be made or asserted against the County by reason of any delays caused by the County or others.
 - 2) The Contractor shall not be entitled to an increase in the Contract and/or Work Assignment price or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to cost of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause.
 - 3) This provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to bad faith or willful, malicious, or grossly negligent conduct on the part of the County or its agents.
- B. Delay Claims: No extension of Work Assignment time shall be granted by the County unless a timely Claim is made by the Contractor in writing to the County within seven days of the event or incident causing the delay. The Contractor shall demonstrate in its Claim the impact on the critical path of the Project Schedule to justify the extension of time requested. Any identified float is not time for the exclusive use or benefit of either the County or the Contractor. Extensions of time for performance may be granted by the County only to the extent that equitable time adjustments for the activity or activities affected exceed the total float. Such justification must be submitted, in writing, within fifteen days of the Claim. If the Contractor can or could have moved to another part of the Work without affecting the Project Schedule's critical path, a time extension will not be granted by the County.
 - 1) Delays by the County: If the Contractor should be delayed at any time in the progress of the Work by any act or omission of the County or its agents or employees, or by any other contractor employed by the County, or by utility owners, or by changes ordered in the Work, or by fire, unusual delay in transportation, unavoidable casualties or by delay authorized by the County pending mediation, or by any cause which the County determines justifies the delay, then the time of completion may be reasonably extended by the County.
 - 2) Utility Conflicts: The Contractor may be granted an extension of time for delays caused by utility conflicts discovered during the prosecution of the Work, provided a timely Claim is submitted, and the Contractor was unaware of such potential conflict. If, however, the potential conflict was shown on the Construction Plans/Drawings and the Contractor failed to uncover the potential conflict ahead of the Work, the Claim for additional time will not be granted.
 - 3) Rain Delays: Reasonable extensions of time, as determined by the County, will be granted to the Contractor for time lost due to rainfall over and above the norm for the County, based on Sarasota County historical rainfall averages. The information provided by the Contractor will be based on the information available on the Sarasota

Water Atlas website: <http://www.sarasota.wateratlas.usf.edu/rainfall/>. The Contractor will use the Pixel choice in the Geography of Interest pull-down menu and obtain the data that corresponds to the project location. If the Contractor can show that the rain caused additional delays at the Jobsite beyond the actual rain events, additional time extensions may be granted.

- 4) Force Majeure: The Contractor will be granted a reasonable time extension for a Force Majeure occurrence which is an unexpected event that crucially affects the Contractor's ability to perform the Work, and includes forces of nature (Act of God), such as natural fires, floods, hurricanes, tornados, epidemics; or an event beyond the Contractor's control, such as major workers strikes, government shut down; or other major catastrophic events. Except as otherwise expressly provided herein, neither party shall be liable for any delay due to causes not reasonably within its control, including but not limited to, acts of civil or military authority, including courts and regulatory agencies, acts of God, war, riot or insurrection, inability to obtain required construction permits, blockades, embargoes, sabotage, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any delay resulting from such causes, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. This shall constitute the sole remedy to either party in the event of such delays.
- 5) Time Extension Only: Should the Contractor be delayed in the commencement, prosecution or completion of the Work by the act, omission or default of the County, or anyone employed by them on the Project, or utility owners or other contractors, or the results of differing subsurface or physical conditions, or the discovery of hazardous environmental conditions, then the Contractor may submit a Claim for an adjustment of Work Assignment time if justified and as approved by the County, and there shall be no damages for delays.
- 6) Contractor Delays: The Contractor shall not be entitled to an adjustment Work Assignment price or Work Assignment time for delays within the control of the Contractor. Delays attributable to and within the control of a Subcontractor or supplier shall be deemed to be delays within the control of the Contractor.
- 7) Delay of Other Projects: The County shall not be liable to the Contractor for any claims, costs, losses, or damages, including reasonable attorney's fees and court costs sustained by the Contractor on or in connection with any other project or anticipated project resulting from delays of any kind.

11.6 NOTICE TO SURETY: When required, it is the Contractor's responsibility to provide notice to its Surety of any changes affecting the general scope of the Work or change in the Work Assignment price or Work Assignment time, and to ensure that the amount of the applicable Performance and Payment Bond be adjusted accordingly.

- A. IFCA: The Contractor shall furnish proof of notice to Surety of an adjustment to the Work Assignment time by providing the County with a copy of a letter confirmation from the Surety within fifteen days following the issuance of the IFCA affecting the change.
- B. Work Assignment Amendment: The Contractor shall furnish, with the executed Work Assignment Amendment, a performance and payment bond rider, or similar instrument approved by the County, signed by an authorized Surety representative, in the amount of any addition to the Work Assignment price affected by the Work Assignment Amendment.

12.0 CLAIMS AND DAMAGES

12.1 TIME OF CLAIM:

- A. No claim of the Contractor shall be allowed by the County unless:
 - 1) The Contractor has given Notice to the County within seven days of the incident arising to the Claim.
 - 2) Within fifteen days after the Contractor has given Notice, the Contractor shall submit to the County a detailed Claim setting forth the Contractor's justification for

adjustments in Work Assignment price, Work Assignment time, or both, or other matters in dispute or question, in accordance with the Contract.

- B. No Claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment has been made under the Work Assignment.

12.2 VALUE OF CLAIM:

- A. The value of a Claim will be limited to only those additional or incremental costs required because of any change in the Work. Such costs shall be in amounts no higher than those prevailing in the locality of the Work.
- B. The procedure for determining the value of the Claim shall be as set forth in Article 11 – Changes, Delays, and Time Extensions.

12.3 CLAIM PROCESS:

- A. The responsibility to substantiate a Claim shall rest with the Contractor.
- B. Each Claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes it is entitled as a result of the event or events giving rise to the Claim.
- C. The Contractor will provide a narrative of the basis of the Claim, including all details and supporting documentation relating to the Claim. The Contractor shall establish and maintain records of all such details and documentation in accordance with generally accepted accounting practices and submit this information, along with any associated itemized cost breakdown and/or time adjustment calculations, in a form acceptable to the County.

12.4 CLAIMS FOR PRICE AND TIME ADJUSTMENT:

- A. A Claim for an adjustment in Work Assignment price shall be prepared in accordance with the provisions of Article 11.3, above.
- B. A Claim for an adjustment in Work Assignment time shall be prepared in accordance with the provisions of Article 11.4, above.

12.5 CONTINUATION OF THE WORK: The Contractor shall carry on the Work and adhere to the Project Schedule during all disputes, claims, or disagreements with the County. No Work shall be delayed or postponed pending resolution of any disputes, claims, or disagreements, except in the case where the Work is stopped by the County in accordance with the Contract, or as the County and the Contractor may otherwise mutually agree in writing.

12.6 COUNTY'S ACTION:

- A. The County will review each Claim and, within fifteen days after receipt of the last submittal of the Contractor, take one of the following actions in writing:
 - 1) Deny the Claim in whole or in part setting forth the reasons for the decision.
 - 2) Suggest a compromise between the parties.
 - 3) Recommend approval of the Claim and prepare an IFCA or Contract Amendment adjusting the Work Assignment price or Work Assignment time, for execution by both parties.
 - 4) In the event that the County does not take action on a Claim within said fifteen days, the Claim shall be deemed denied.
- B. The County's written action or inaction will be final and binding upon the Contractor, unless the Contractor invokes the dispute resolution procedure set forth in the Contract within thirty days of such action, inaction, or denial.

13.0 **PAYMENTS TO CONTRACTOR AND COMPLETION**

13.1 GENERAL:

- A. On or about the day of the month agreed to at the Work Assignment pre-construction conference, but not more often than once a month, the Contractor may submit for the

County's review, a payment application covering the Work completed the previous month. The progress payment application shall be submitted on the form prescribed and approved by the County.

- B. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application For Payment, whether incorporated in the Work or not, will pass to the County at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

13.2 SUPPORTING DOCUMENTATION:

- A. As-Built: The Contractor shall maintain a set of as-built drawings and/or videos/photos at the Jobsite. At the time payment application is made, the County shall review the as-built drawings and/or videos/photos to ensure they are current, accurate, and reflect all changes in the Work as of the date of the application. The County may withhold payment if the as-built drawings and/or videos/photos have not been maintained by the Contractor in accordance with the Contract Documents.
- B. Schedule of Values: The Contractor shall submit the approved Schedule of Values with each progress payment application, indicating the amount of the Work completed for the previous month on the various components of the lump sum bid items. The County will review the Schedule of Values for accuracy, and, if in agreement, shall approve payment.
- C. Project Schedule: With each payment application, the Contractor shall submit an updated Project Schedule using County-approved scheduling software. The County may withhold payment if the Contractor fails to submit an updated and approved Project Schedule. Should the schedule show that the Contractor is lagging the initial (baseline) schedule approved at the start of construction, the County may withhold additional sums as allowed by law.
- D. Release of Liens: Beginning with the second Application For Payment, the Contractor shall furnish an affidavit stating that all laborers, material and equipment suppliers, and Subcontractors have been paid for the Work covered by all previous months' applications for payment and shall obtain a partial or complete Release of Lien, as may be necessary, properly executed by all laborers, material and equipment suppliers, and Subcontractors sufficient to secure the County from any claims whatsoever arising out of the Work.
- E. Monthly Status Reports: With each payment application, the Contractor shall submit an updated monthly status report for review and approval by the County. The report shall describe specific progress over the past month; expected work to be accomplished over the coming month; and specify any potential problems that may interfere with the proposed work schedule. The County may withhold payment if the Contractor fails to submit an updated and approved monthly status report.

- 13.3 PROGRESS PAYMENTS: Progress payments will be made once a month as the Work progresses. Said payments will be based upon estimates prepared by the Contractor and approved by the County, of the value of the Work performed and materials delivered. Any payment application not approved by the County shall be promptly returned to the Contractor for correction and re-submittal. The payment applications shall be submitted with all required documentation specified in the Contract Documents. Payment applications shall be prepared by the Contractor and submitted to: Sarasota County Capital Projects, 1001 Sarasota Center Boulevard, Sarasota, FL 34240, through the County's web-based project management information system software. Should the web-based program be off-line for any length of time, the payment application may be mailed, or hand delivered to: Sarasota County Capital Projects, 1001 Sarasota Center Boulevard, Sarasota, FL 34240 Attn: Project Manager, as identified in the Work Assignment. The Contractor shall contact the County to coordinate access to the website and training on the use of the County's project management information system software.

- 13.4 PAYMENT FOR STORED MATERIALS: If approved by the County, progress payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided the materials are identified in the Unit Price Schedule, sufficiently covered from loss by appropriate property insurance, and meet the requirements of the Construction Plans/Drawings and Technical Specifications when delivered to the Jobsite or stored in an

acceptable storage location off-site. The Contractor shall submit a "Stored Materials Affidavit" on the form prescribed, for materials for which payment is sought. In any event, progress payments for materials on hand shall not exceed the price of the item bid and shall not be made without a materials invoice marked "PAID" and acceptable to the County.

- 13.5 RETAINAGE: From the total of the amounts ascertained as payable, an amount of 10% will be deducted and retained by the County until 50% of the Work Assignment amount has been paid, at which time retainage held will be reduced to 5% with the amount above 5% paid to Contractor. An amount of 5% will be retained from each subsequent progress payment. The balance, less all previous payments, shall be certified by the Contractor and approved by the County for payment. The County will not accept securities, certificates of deposit or letters of credit as replacement for retainage. Notwithstanding the foregoing, the County may continue to withhold retainage in accordance with Florida law in the event of claims or good faith disputes.
- 13.6 COUNTY MAY WITHHOLD PAYMENTS: The County may reduce or withhold payments in the amounts and to such extent as may be necessary to protect itself from loss for which the Contractor is responsible, including:
- 1) Defective Work not remedied.
 - 2) Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the County is provided by the Contractor.
 - 3) Failure of the Contractor to make payments to Subcontractors or material or equipment suppliers.
 - 4) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Work Assignment price.
 - 5) Damage to the County or other County contractor.
 - 6) Reasonable evidence that the Work will not be completed within the Work Assignment time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
 - 7) Repeated failure to carry out the Work in accordance with the Contract and/or Work Assignment.
- 13.7 LIQUIDATED DAMAGES:
- A. For each day any work remains uncompleted after the Work Assignment time specified, the sum of money per day specified as liquidated damages in the Work Assignment will be deducted from any money due the Contractor. The Contractor will not pay liquidated damages for days in which an extension of time was granted pursuant to an approved IFCA or Contract Amendment. Allowing the Contractor to finish any of the Work after the Work Assignment time, including time extensions, does not waive the County's rights under the Contract.
 - B. Should the Contractor fail to complete the Work within the specified Work Assignment time, it is agreed that for each day of overrun until Final Acceptance, all costs of construction supervision and inspection furnished by the County shall be at the cost of the Contractor and/or its Surety. Such costs will be deducted from monies due the Contractor at final payment. The amount of such expenses shall be construed to be in addition to other damages that might be assessed by the County.
- 13.8 SUBSTANTIAL COMPLETION:
- A. When the Contractor considers the entire Work, or a portion thereof, as stated in Article 6.8, ready for its intended use, the Contractor shall notify the County in writing that the Work is substantially complete. Promptly after the Contractor's notification, the County and the Contractor, shall together conduct an inspection of the Work to determine the status of completion.
 - B. The Work will be considered substantially complete when each of the following portions of the Work is completed to the satisfaction of the County:
 - 1) All components of the Work have been installed, tested, approved and certified to be placed into operation.

- 2) Final as-builts have been provided and approved in accordance with the Contract Documents.
 - 3) Contractor provides a draft of the deficiency list of items to complete the Work.
 - 4) All training and instructions have been provided to the designated County representative(s) in accordance with the Contract Documents.
 - 5) Operation and maintenance manuals submitted and accepted.
 - 6) 90% of all private property has been restored.
 - 7) 90% of all restoration in the right of way has been completed.
- C. Following the Substantial Completion inspection, a deficiency list of items to complete the Work (deficiency list) shall be agreed on by the Contractor and County.
- D. Should the County discover major Work items left uncompleted, or defective Work requiring correction or removal and replacement, the County shall discontinue the inspection, notify the Contractor of the deficiencies observed, and advise the Contractor to re-schedule the Substantial Completion inspection and of potential additional costs, which may be incurred.
- E. If uncompleted or defective Work is discovered during the initial inspection, the Contractor shall promptly complete the Work, and if required, remove from the Jobsite all materials and Work rejected by the County as failing to conform to the Contract and/or Work Assignment, whether incorporated into the Work or not. The Contractor shall promptly replace the defective Work in accordance with the Contract and/or Work Assignment without expense to the County, including bearing the costs of making good all work by others damaged or destroyed by the Contractor's removal and replacement of such defective Work.
- F. If the County considers the Work substantially complete with only minor corrections, adjustments, and clean-up items remaining, the County will prepare, sign, and date the Certificate of Substantial Completion, which shall fix the date of Substantial Completion. The County shall include the deficiency list of items to be completed or corrected for Final Acceptance of the Project and attach the list to the Certificate of Substantial Completion. The items noted at the time of Substantial Completion should not be considered as all-inclusive of the necessary actions required by the Contractor to achieve Final Acceptance. The failure to include any corrective Work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract and Work Assignment necessary to achieve Final Acceptance. The Contractor shall likewise sign the Certificate of Substantial Completion, acknowledging receipt of the deficiency list. Contractor shall have thirty days from receipt of the deficiency list to achieve Final Acceptance.
- G. At the time of preparation of the Certificate of Substantial Completion, the County will deliver to the Contractor a written recommendation for division of responsibilities between the County and the Contractor with respect to security, operations, safety, protection of the Work, maintenance, utilities, insurance, and warranty issues for the time period prior to Final Acceptance and final payment. These recommendations, once agreed upon by the County and the Contractor, shall be incorporated into the Certificate of Substantial Completion.
- H. Substantial Completion shall be achieved within the Work Assignment time stipulated for Substantial Completion of the Work, including approved time extensions.
- I. The County shall have the right to exclude the Contractor from the Jobsite after the date of Substantial Completion subject to allowing the Contractor reasonable access to complete or correct deficiencies.

13.9 FINAL INSPECTION:

- A. When the Contractor has completed the Work, including any items identified on the punch list, and has provided all as-built information to the County in compliance with the Contract and Work Assignment, the Contractor shall notify the County in writing that the Work is ready for final inspection. The County will then advise the Contractor as to the arrangements for final inspection and what is required to prepare the Work or a portion thereof for final inspection. When the County determines the Work or portion thereof is

ready for final inspection, the County and the Contractor shall perform the final inspection. Upon completion of the final inspection, the County will notify the Contractor of deficiencies reasonably observable and determined under the conditions governing and restricting the final inspection, if any. When all such deficiencies have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the County, the Work has been completed in compliance with the Contract and Work Assignment as can best and reasonably be observed and determined under the conditions governing and restricting said final inspection. The County will then, pursuant to such inspection and re-inspection(s), if required, certify as to completion of final inspection. It is understood that the certification covers only those items which can be physically inspected, and that the County's certification indicates compliance within the standards of the construction industry, as interpreted by the County.

- B. Should the final re-inspection find items not completed from the list of defects prepared as part of the final inspection, the Contractor shall be responsible for all additional construction supervision and inspection costs associated with correcting the items on the list of deficiencies. The additional costs shall include construction supervision and inspection furnished by the County required following the first re-inspection of the Work. Such costs will be deducted from monies due the Contractor at final payment.

13.10 FINAL ACCEPTANCE:

- A. When the County determines that the Work has been fully completed and all supporting documents required under the Contract and Work Assignment have been submitted and approved, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish satisfactory evidence to the County that the Contractor has fully paid all claims for labor, materials, and equipment incurred in connection with the Work. The Contractor shall provide all evidence and supporting documentation required by the Contract Documents to assure the County of complete compliance with all terms of the Contract and Work Assignment. Such supporting documentation shall include extended insurance and bond coverage, as-built drawings, operations and maintenance manuals, system diagrams, warranties and guarantees and special warranties and guarantees, and other documents required under the Contract. When the County has satisfied itself as to compliance with the terms of the Contract, the County will notify the Contractor of Final Acceptance.
- B. Final Acceptance of the Work will be evidenced by the Final Acceptance Certificate signed by the County and the Contractor, which will stipulate the date of final completion of the Work Assignment and acceptance of maintenance responsibilities by the County.

13.11 RELEASE OF LIENS:

- A. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the County a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and in addition thereto, in either case, an affidavit stating that so far as the Contractor has knowledge or information, the releases and receipts include all labor, material and equipment supplies, and Subcontracting services for which a lien could be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County to indemnify the County against any lien.
- B. In the event the Contractor's Surety provides a written consent to the final payment, the above requirement shall not apply and no releases or affidavit of payment are required as a condition to final payment.
- C. If any lien remains unsatisfied after all payments are made, the Contractor or Surety shall refund to the County all money payments that the County may be compelled to pay in discharging such liens, including all costs and interest, attorney's fees, and court costs.

13.12 FINAL PAYMENT:

- A. The County shall make final payment to the Contractor following a determination by the County that all contracted services have been rendered in conformity with the Contract and Work Assignment.
- B. Waiver of Claims: Acceptance of final payment by the Contractor shall constitute a waiver of all Claims by the Contractor against the County.

13.13 FINAL COMPLETION DELAYED: If, through no fault of the Contractor, final completion of the Work is significantly delayed, the County, shall upon receipt of the Contractor's final Application For Payment (for Work fully completed and accepted), and without terminating the Work Assignment, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.0 MANUFACTURER'S INSTRUCTIONS AND SERVICES

14.1 MANUFACTURER'S INSTRUCTION, SERVICE AND PARTS MANUAL: Before final payment is made, the Contractor shall furnish to the County, two complete sets of manufacturer's instructions, and service and parts manuals on each piece of equipment furnished under the Contract. This includes descriptive literature, installation and operating instructions, maintenance requirements, lubrication requirements, parts lists, and other pertinent data. Each set shall be in a format acceptable to the County.

14.2 MANUFACTURER'S SUPERVISION: The Contractor shall provide the services of a qualified representative of the manufacturer as required in the Contract and/or Work Assignment, to supervise the installation, testing, adjusting and starting-up and initial operation of each item of equipment furnished under the Contract and Work Assignment. This representative shall also instruct the County's personnel on-site, at an agreed on date and time, as to the proper operation and maintenance of the equipment.

15.0 WARRANTY PROVISIONS

15.1 WARRANTY PROVISIONS:

- A. Contractor warrants that work will be performed in a good and workmanlike manner, that materials will be new and of good quality and that the work will conform to the requirements of the Contract and Work Assignment. All materials and equipment furnished by the Contractor and all Work and workmanship involved in the Contract and Work Assignment shall be free from defects due either to faulty materials or equipment or faulty workmanship, whether patent or latent. All materials, equipment and workmanship furnished, installed and performed by the Contractor shall be warranted by the Contractor to the County to meet the required Technical Specifications and applicable standards; and to accomplish the purposes and functions of the Work as specified in the Contract and Work Assignment.
- B. Call Back Warranty: In addition to all other warranties if, within one year after the date of Final Acceptance of the Work or designated portion thereof, the County determines that any of the Work is not in compliance with the Contract and Work Assignment, the Contractor shall promptly correct such non-compliant Work after receipt of Notice from the County. For any portions of the Work first completed after Substantial Completion the period for requiring Contractor to correct any non-compliant Work shall run from the date that Work was substantially completed. This obligation shall survive Final Acceptance of the Work and termination of the Contract. The County shall give such Notice promptly after discovery of the condition.

This requirement does not limit the warranty requirements provided elsewhere in this Contract.

- C. Special Warranties: Any special warranties to be provided by the Contractor shall be specified in the Technical Specifications and Work Assignment.

- D. The County shall, following discovery of a defect, promptly provide Notice to the Contractor and Surety of defective materials, equipment, or workmanship within the period of the warranty. Any part of the material, equipment, or workmanship which does not comply with the warranty shall be repaired or removed and replaced by the Contractor within ten (10) calendar days from the date of the County's Notice, at the Contractor's expense and at no cost to the County.
- E. In addition to the above repair and replacement costs, the Contractor is responsible to the County for all costs incurred with respect to all warranty items under this Contract, including all construction supervision and inspection expenses.
- F. If the Contractor does not promptly comply with the terms of the County's Notice, or in the case of an emergency where delay would cause serious risk of loss or damage, the County may, after providing Notice to the Contractor and Surety, have the defective Work corrected or repaired, or may have the defective Work removed and replaced. All claims, costs, losses, and damages, including but not limited to all fees and charges for construction management and inspection, attorneys, and other professionals, and all court 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 resulting therefrom, will be paid by the Contractor or Surety.
- G. Where defective Work and damage to other work resulting from such defective Work has been corrected or removed and replaced, 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.
- H. The warranty provisions create no limitations on the County as to any claims or actions for breach of warranty that the County might have against parties other than the Contractor, and do not constitute exclusive remedies of the County against the Contractor and are not intended to and shall not limit any other rights, remedies, or causes of action which the County might exercise against the Contractor, and shall not alter or modify the application of the statute of limitations, as established by Florida law.
- I. Survival of Obligations: All representations, indemnifications, and warranties, made in, required by, or given in accordance with the Contract and/or Work Assignment, as well as all continuing obligations stipulated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of the Contractor.

16.0 MISCELLANEOUS

16.1 CERTIFIED CHEMICALS:

- A. The Contractor shall only use U.S. Department of Agriculture (USDA), U.S. Environmental Protection Agency (EPA), and U.S. Food and Drug Administration (FDA) certified chemicals during the performance of all Work. All chemicals used in or furnished for the Work, whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions and local, state and federal rules and regulations.
- B. The Contractor shall submit two copies of all chemical Safety Data Sheet (SDS) information forms to the County. One set of SDS information forms shall be posted at the Jobsite, at all times, and shall be available for inspection.

16.2 FUEL ADJUSTMENTS: The County will not adjust the Work Assignment price to reflect increases or decreases in gasoline and diesel fuel prices from those in effect on the Effective Date of the Contract.

16.3 EQUIPMENT MAINTENANCE: Equipment shall be maintained to prevent fuel, oil, and lubricant spills. Refueling, repairs, and lubrication will be performed at safe distances from any watercourse or drainage conveyance devices. Should a fuel or oil leak or hydraulic pipe rupture occur during construction, the Contractor's operators shall immediately cease

operation and remove the equipment to a safe area and take prompt action to minimize damage and safeguard the Jobsite. The Contractor shall immediately report the spill or discharge in accordance with applicable local, state or federal rules and regulations. The requirements of Chapter 376, F.S., Pollutant Discharge Prevention and Removal, will also be followed. In addition, the County shall immediately be notified.

- 16.4 SPILL PREVENTION/CONTAINMENT: An OSHA-approved spill containment kit must be kept at the Jobsite and staging area(s) and shall be sized for the maximum potential spill/leak volume associated with the largest single equipment unit at the Jobsite. It is the Contractor's responsibility to provide and maintain the required spill containment equipment.
- 16.5 DISPOSAL OF POLLUTANTS: The Contractor shall provide tanks or barrels to be used for off-site disposal of chemical pollutants such as drained lubricating or transmission oils, and greases produced as a by-product of the Work. Washing, fueling or servicing of equipment will not be permitted where spillage or wash water can enter any watercourse or drainage conveyance device. Removal and disposal of all pollutants shall be in strict accordance with all local, state and federal rules and regulations.

END OF GENERAL CONDITIONS

SECTION 8

SPECIAL CONDITIONS

SPECIAL CONDITIONS

Unit Price Contract for Manhole & Structures Rehabilitation

These Special Conditions amend or supplement the General Conditions.

1. Responsibility of the Contractor:

The County has entered into a Consent Order (OGC No. 19-0255) with the Florida Department of Environmental Protection (FDEP) and a Stipulated Order with Suncoast Waterkeepers regarding the Bee Ridge Water Reclamation Facility under which the County will incur financial penalties for any unpermitted discharges. In performing work under this Contract, the Contractor shall immediately control, contain and stop any discharge of wastewater and promptly repair any damage to County facilities. The Contractor shall immediately notify the County project manager upon becoming aware of any such discharges. In the event the County is required to pay any penalties under these Orders, the Contractor shall reimburse the County upon demand those amounts attributable to the Contractor's actions.

Penalties that may be imposed under the Orders together are set forth in the table below:

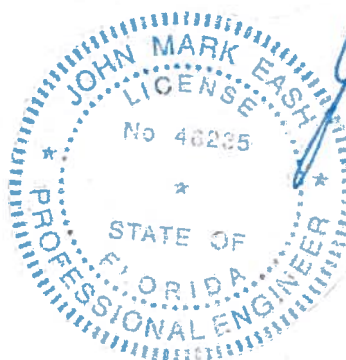
<u>Amount per day per Discharge</u>	<u>Discharge Volume</u>
\$600.00	Up to 5,000 gallons
\$1,200.00	5,001 to 10,000 gallons
\$3,000.00	10,001 to 25,000 gallons
\$6,000.00	25,001 to 100,000 gallons
\$12,000.00	in excess of 100,000 gallons

SECTION 9

TECHNICAL SPECIFICATIONS

**Specifications
for
Unit Price Contract for
Sanitary Manhole and Structures
Rehabilitation**

CIP #:55958



John M. Eash
46235
10/17/19

**Sarasota County
Capital Projects
1001 Sarasota Center Boulevard
Sarasota, FL 34240**

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TECHNICAL SPECIFICATIONS

TS	Item
01026	Measurement and Payment
01310	Construction Schedule
01505	Mobilization
01550	Maintenance of Traffic (MOT)
02400	Sod Restoration
02539	Cleaning, Televising, Photographs and Assessment
02540	Ancillary Services
02757	Manhole and Structures Rehabilitation

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SECTION 01026**MEASUREMENT AND PAYMENT****PART 1 - GENERAL****1.01 EXPLANATION AND DEFINITIONS**

- A. The following explanation of the Measurement and Payment for the bid form items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing such as a part of the Contract at no additional cost to the County.

1.02 MEASUREMENT

- A. The quantities set forth in the bid form are approximate and are given to establish a uniform basis for the comparison of bids. The County reserves the right to increase, decrease, or eliminate the quantity of any class or portion of the work during the progress of construction in accordance with the terms of the Contract.

1.03 PAYMENT

- A. Payment for each Work Assignment shall be made at the Contract unit or negotiated unit price per item of work on the basis of the work actually performed, completed, and accepted by the County. Such work includes but is not limited to, the furnishing of all necessary plant, labor, materials, appurtenances, equipment, transportation, clean up, restoration of disturbed areas, and all other expenses to complete the construction and placing the work into operation, as described in the Work Assignment and Technical Specifications, and as directed by the County.
- B. Payment for each item includes compensation for cleanup and restoration. Cleanup and surface restoration will be considered as ten percent (10%) of each pay item in the Work Assignment, and complete payment of each item will not be made until cleanup and restoration have been completed, and the final videos and logs are delivered and approved by the County.

1.04 MEASUREMENT AND PAYMENT OF LUMP SUM ITEMS

- A. Measurement and Payment for Lump Sum bid items will be made based on the approved Schedule of Values submitted by the Contractor. Monthly progress payments will be based on a percentage of the work completed, as approved by the County.

PART 2 – PRODUCTS (NOT USED)**PART 3 - EXECUTION****3.01 PAY ITEMS****A. Manhole and Structures Coating**

Cementitious (Bid Items – Bid Form 1 (1-6)): Measurement and Payment for furnishing and installing Manhole and Structures cementitious coating will be made at the Contract unit price as designated on the Bid Form for the various

sizes and thickness indicated on the Price Schedule of the Bid Form, of acceptable coating material installed, and shall include all necessary mobilization, labor, tools, equipment, materials, bypass pumping, and maintenance of traffic (MOT) in residential areas required for the operation and installation of the cementitious coating. Separate payment shall be made for bypass pumping, maintenance of traffic (MOT) on arterial and FDOT roadways, the cleaning and interior surface preparation, and televising or providing photographs and assessment of the manholes and structures in the manner specified in the Technical Specifications and as indicated in the Price Schedule of the Bid Form. Measurement of the installed coating shall be to the nearest vertical or square foot for each manhole coated.

Polyurethane (Bid Items – Bid Form 2 (1-12)): Measurement and Payment for furnishing and installing Manhole and Structures polyurethane resin based coating over a cementitious buildup will be made at the Contract unit price as designated on the Bid Form for the various sizes and thicknesses indicated on the Price Schedule of the Bid Form, of acceptable coating material installed, and shall include all necessary mobilization, labor, tools, equipment, materials, and maintenance of traffic (MOT) in residential areas required for the operation and installation of the polyurethane resin based coating. Separate payment shall be made for cementitious buildup, bypass pumping, maintenance of traffic (MOT) on arterial and FDOT roadways, the cleaning and interior surface preparation, and televising or providing photographs and assessment of the manholes and structures in the manner specified in the Technical Specifications and as indicated in the Price Schedule of the Bid Form. Measurement of the installed coating shall be to the nearest vertical or square foot for each manhole coated.

Epoxy (Bid Items – Bid Form 3 (1-10)): Measurement and Payment for furnishing and installing Manhole and Structures high build epoxy resin based coating over a cementitious buildup will be made at the Contract unit price as designated on the Bid Form for the various sizes and thickness indicated on the Price Schedule of the Bid Form, of acceptable coating material installed, and shall include all necessary mobilization, labor, tools, equipment, materials, and maintenance of traffic (MOT) in residential areas required for the operation and installation of the high build epoxy resin based coating. Separate payment shall be made for the cementitious buildup, bypass pumping, maintenance of traffic (MOT) on arterial and FDOT roadways, the cleaning and interior surface preparation and televising or providing photographs and assessment of the manholes and structures in the manner specified in the Technical Specifications and as indicated in the Price Schedule of the Bid Form. Measurement of the installed coating shall be to the nearest vertical or square foot for each manhole coated.

Geopolymer Mortar (Bid Items – Bid Form 4 (1-6)): Measurement and Payment for furnishing and installing Manhole and Structures geopolymer mortar coating will be made at the Contract unit price as designated on the Bid Form for the various sizes and thickness indicated on the Price Schedule of the Bid Form, of acceptable coating material installed, and shall include all necessary mobilization, labor, tools, equipment, materials, bypass pumping, and maintenance of traffic (MOT) in residential areas required for the operation and installation of the cementitious coating. Separate payment shall be made for bypass pumping, maintenance of traffic (MOT) on arterial and FDOT roadways, the cleaning and interior surface preparation, and televising or providing photographs and assessment of the manholes and structures in the manner specified in the Technical Specifications and as indicated in the Price Schedule of the Bid Form. Measurement of the installed coating shall be to the nearest vertical or square foot for each manhole coated.

- B. **Manhole and Structures Repair (Bid Items – Bid Form 1 (7-19), Bid Form 2 (13-25), Bid Form 3 (11-23), Bid Form 4 (7-19)):** Measurement and Payment for furnishing and installing manhole and structures interior surface preparation, infiltration control, and repair and/or replacement of deteriorated structure sections will be made at the Contract unit price as designated on the Bid Form for the various items indicated on the Price Schedule of the Bid Form, of acceptable existing liner system removal; patching and profiling; infiltration control; bonding compound; bench and invert channel repair; chimney repair/replacement; rim and cover replacement; and rain water protector and shall include all necessary labor, tools, equipment, materials, , and maintenance of traffic (MOT) in residential areas required for the acceptable installation, surface restoration (paved or grassed areas), and completion of each item.

Removal of Existing Lining System (excluding T-Lock or similar lining) (Bid Items – Bid Form 1 (7), Bid Form 2 (13), Bid Form 3 (11), Bid Form 4 (7)), will be measured and paid for acceptable removal and proper disposal of the existing lining system (excluding T-Lock or similar lining) per square foot (S.F.) of manhole and structures as directed by the County.

Removal of Existing T-Lock or Similar Lining System (Bid Items – Bid Form 1 (8), Bid Form 2 (14), Bid Form 3 (12), Bid Form 4 (8)), will be measured and paid for acceptable removal and proper disposal of the existing T-Lock or similar lining system per square foot (S.F.) of manhole and structures as directed by the County.

Patching and Profiling – Cementitious Grout Only (Bid Items – Bid Form 1 (9), Bid Form 2 (15), Bid Form 3 (13), Bid Form 4 (9)) will be measured and paid for acceptable patching and profiling per square foot as specified in the Technical Specifications and as directed by the County.

Infiltration Control – Cementitious or Chemical Grout (Bid Items – Bid Form 1 (10), Bid Form 2 (16), Bid Form 3 (14), Bid Form 4 (10)), will be measured and paid for acceptable grouting, per gallon as specified in the Technical Specifications and as directed by the County.

Bonding Compound (Bid Items – Bid Form 1 (11), Bid Form 2 (17), Bid Form 3 (15), Bid Form 4 (11)), will be measured and paid for acceptable bonding compound per gallon as specified in the Technical Specifications and as directed by the County.

Bench and Invert Channel Repair (Bid Items – Bid Form 1 (12), Bid Form 2 (18), Bid Form 3 (16), Bid Form 4 (12)), will be measured and paid for acceptable repairs per linear foot as specified in the Technical Specifications and as directed by the County.

Chimney Repairs or Replacement (Bid Items – Bid Form 1 (13-14), Bid Form 2 (19-20), Bid Form 3 (17-18), Bid Form 4 (13-14)), will be measured and paid for acceptable repairs or replacement per vertical foot as specified in the Technical Specifications and as directed by the County.

Rim and Cover Replacement (Bid Items – Bid Form 1 (15-16), Bid Form 2 (21-22), Bid Form 3 (19-20), Bid Form 4 (15-16)), will be measured and paid for acceptable replacement per each based on required surface repairs, as specified in the Technical Specifications and as directed by the County.

Seam Extrusion Welding (Bid Items – Bid Form 1 (17), Bid Form 2 (23), Bid Form 3 (21), Bid Form 4 (17)), will be measured and paid for acceptable welding of seams per linear foot. The Contractor shall furnish all labor, materials,

equipment, supervision, and necessary ancillaries as specified, and directed by the Engineer for; seam extrusion welding, and disposal of materials. All work shall be performed as per the manufacturer's specifications.

Fusion Welding of Pipe Boot (Bid Items – Bid Form 1 (18), Bid Form 2 (24), Bid Form 3 (22), Bid Form 4 (18)), will be measured and paid for acceptable fusion welding of pipe boot per each. The Contractor shall furnish all labor, materials, equipment, supervision, and necessary ancillaries as specified, and directed by the Engineer for fusion welding of pipe boot and disposal of materials. All work shall be performed as per the manufacturer's specifications.

Install Rain Water Protector (Bid Items – Bid Form 1 (19), Bid Form 2 (25), Bid Form 3 (23), Bid Form 4 (19)), will be measured and paid at the applicable Contract unit price bid for each rain water protector insert installed as listed on the Bid Form. Payment will be made for each rainwater protector insert installed and shall represent full compensation for all labor, material, and equipment required to complete this Bid Item.

- C. **Cleaning, Televising and Assessment (Bid Items – Bid Form 1 (20-24), Bid Form 2 (26- 30), Bid Form 3 (24-28), Bid Form 4 (20-24))**: Measurement and Payment for Cleaning, Televising/Photographs, and Assessment of the existing manholes and structures directed by the County will be made at the **Contract unit price per Each** for (Pre- and Post-Video and/or Pictures for each manhole or structure will be considered as one) the various conditions and work classifications indicated on the Price Schedule of the Bid Form and as defined in the Technical Specifications. Price includes all necessary labor, tools, equipment, and materials required for the Cleaning and Televising/Photographs Operations and for the removal and proper disposal of roots and the debris resulting from the Cleaning Operation. Price also includes supplying the County with two (2) copies of the digitized pre and post rehabilitation audio-video record in USB flash drive format or digital photographs (USB flash drive); two (2) copies of the Cleaning and Inspection Logs; and three (3) copies of the final assessment report, as specified in the Technical Specifications.

GPS Mapping shall be delivered in ESRI Geodatabase format as specified in the Technical Specifications for the **County requested manhole locations** with payment made at the **Contract unit price per Each** manhole mapped.

- D. **Ancillary Services (Bid Items – Bid Form 1 (25-32), Bid Form 2 (31-38), Bid Form 3 (29-36), Bid Form 4 (25-32))**:

Bypass Pumping (Bid Items – Bid Form 1 (25-27), Bid Form 2 (31 – 33), Bid Form 3 (29-31), Bid Form 4 (25-27)): Measurement and Payment for bypass pumping will be made at the **Contract unit price per Day** for the various pump sizes indicated on the Price Schedule of the Bid Form, as approved by the County, and as defined in the Technical Specifications. This price shall include mobilizing and demobilizing the bypass pumping system and providing sewage bypass pumping for the distance pumped over the time period required to repair and coat the manholes and structures indicated in each Work Assignment. This price shall also include all necessary labor, equipment, including back-up pumps, tools, material, including pressure rated conduit, and power, including fuel, necessary for furnishing, installing, operating, maintaining, decommissioning and removing an approved bypass pumping system to divert sewage flow around the manholes and structures to be repaired and coated, in accordance with the Technical Specifications. The use of flow through plugs in

lieu of bypass pumping will be considered as incidental to the lining installation and not paid separately.

Bypass Pumper Truck and Vac-Truck (Bid Items – Bid Form 1 (28-29), Bid Form 2 (34-35), Bid Form 3 (32-33), Bid Form 4 (28-29)): Measurement and Payment for bypass Pumper Truck and Vac-Truck will be made at the **Contract unit price per Hour** the trucks are on the project site for bypassing operations as approved by the County. This price shall include mobilizing and demobilizing, equipment, and providing sewage bypassing for the time period the vehicles are required on-site, there will be no compensation for idle time. This price shall also include all necessary labor, equipment, tools, material, fuel, and proper disposal of water as necessary for an approved bypass system for sewage flow around the manholes and structures to be repaired and coated, in accordance with the Technical Specifications. The time to mobilize, demobilize and dispose of water will not be paid as an hourly rate. Note these bid items are for bypassing operations only and not for cleaning structures which would be incidental to that work.

Maintenance of Traffic (MOT) Bid Items – Bid Form 1 (30-31), Bid Form 2 (36-37), Bid Form 3 (34-35), Bid Form 4 (30-31)): Measurement and Payment shall be made at the **Contract unit price per each** for the Maintenance of Traffic (MOT) Plan associated with each Work Assignment. Work components listed on the Price Schedule of the Bid Form will be measured and paid as indicated. This price includes preparing a maintenance of traffic plan for each project work site affected by the Contractor's operations. The price also includes obtaining construction permits and approvals; construction and maintenance of any necessary detour facilities; providing of personnel and facilities to guide traffic safely around the work; providing access to residences and businesses along the project; furnishing, installing and maintaining of traffic control barricades, railings, warning lights, and other safety devices during construction; the control of dust; the immediate clean-up of any spills; and any other special requirements needed for the safe and expeditious movements of traffic as defined in the Technical Specifications, as directed by the County, and as approved by the agency(s) governing traffic safety in specific work areas. Payment will be made for MOT for arterial and FDOT roadways. These roadway systems are defined as follows:

Arterial roadways are streets with speed limits higher than 35 mph and up to and including 50 mph. Arterial roadways may be two lane or multilane highways.

FDOT roadways are streets within FDOT right-of-way or with speed limits above 50 mph.

Maintenance of Traffic for commercial, industrial, and residential streets (speed limits 35 mph or less) shall be considered incidental to other work and shall be included in the provided pay items above. No separate payment will be made for MOT for these streets.

Emergency Mobilization (Bid Items – Bid Form 1 (32), Bid Form 2 (38), Bid Form 3 (36), Bid Form 4 (32)): Measurement and Payment for emergency mobilization will be made at the **Contract unit price per Each** as indicated on the Price Schedule of the Bid Form, as approved by the County, and as defined in the Technical Specifications. This price shall include mobilizing and demobilizing all equipment and materials required to complete the emergency work, in accordance with the Technical Specifications.

END OF SECTION

SECTION 01310**CONSTRUCTION SCHEDULE****PART I - GENERAL****1.01 DESCRIPTION OF REQUIREMENTS**

- A. Within ten days of the issuance of the Notice to Proceed for each Work Assignments, the Contractor shall prepare and submit to the County for review and approval, a construction progress schedule for the work. This schedule shall be based on calendar days, with sub- schedules of related activities, which are essential to its progress. The project duration shown on the schedule shall not exceed the time indicated on the individual Work Assignment.
- B. Contractor shall submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved updated construction progress schedule in hand.
- C. The Contractor shall designate an authorized representative of his firm who shall develop and maintain the construction schedule and progress and payment reports. This representative of the Contractor shall be responsible to the Contractor's Representative, who shall have the authority to act on behalf of the Contractor in fulfilling the commitments of the Construction schedules.
- D. The project schedule software shall be compatible with the latest County software.
- E. The progress schedule shall demonstrate compliance with the Contract Document requirements utilizing a Critical Path Method (CPM) precedence method schedule to coordinate, plan, schedule, and perform the work (including the activities of subcontractors and suppliers).

1.02 FORM OF SCHEDULES

- A. The Contractor shall prepare schedules in the form acceptable to the County.
 - 1) Provide a separate horizontal bar for each activity of the Work Assignment.
 - 2) Horizontal time scale: In weeks from start of construction and identify the first work day of each month. The schedule shall identify the day, month, and year of starting and finishing each activity.
 - 3) Scale and spacing: To allow space for notations and future revisions.
 - 4) Minimum sheet size: 8 1/2 inches X 11 inches.
 - 5) Maximum sheet size: 11 inches X 17 inches.
- B. Format of listings: The chronological order of the start of each item of work for each Work Assignment.

1.03 CONTENT OF SCHEDULES

- A. Show the complete sequence of construction by activity including:
 - 1) Activity beginning and ending date
 - 2) Duration
 - 3) Early start date
 - 4) Early finish date

- 5) Activity float and total float
 - 6) Predecessor
 - 7) Successor
- B. Show the dates for the beginning of and completion of each major element of construction in no more than a one-week increment scale.
- C. Show projected percentage of completion for each item, as of the first day of each month.
- D. The schedule shall clearly identify the project's critical path. Provide a list of all long lead items (equipment, materials, etc.) with anticipated delivery dates to the County.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity as of the date of revision.
- B. Show changes occurring since previous revision of schedule:
- 1) Major changes in scope.
 - 2) Activities modified since previous revision.
 - 3) Revised projections of progress and completion.
 - 4) Other identifiable changes.
- C. Provide a narrative report as needed to define:
- 1) Problem areas, anticipated delays, and the impact on the schedule.
 - 2) Corrective action recommended and its effect.
 - 3) The effect of changes on schedules of sub-contractor(s) and others.

1.05 DISTRIBUTION

- A. Distribute copies of the schedules to:
- 1) County (two hard copies, one electronic copy)
 - 2) Subcontractors (as needed)
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

SECTION 01505**MOBILIZATION****PART 1 - GENERAL****1.01 GENERAL**

- A. Contractor shall mobilize as required for the proper performance and completion of each Work Assignment in accordance with the Contract Documents.
- B. Mobilization shall include, but not be limited to, the following items, as applicable to each Project:
 - 1) Move plant and equipment onto the Project Site necessary for Contractor's operation
 - 2) Install temporary power, wiring, and lighting facilities
 - 3) Establish fire protection system
 - 4) Provide field office complete with furnishings, equipment, and utility services
 - 5) Provide On-Site communication facilities
 - 6) Provide On-Site sanitary facilities and potable water facilities
 - 7) Arrange for storage yard
 - 8) Obtain required permits
 - 9) Post OSHA required notices and establish safety programs
 - 10) Contractor's superintendent shall be on Site full time
 - 11) Obtain Performance and Payment Bond when applicable
 - 12) Obtain Builders Risk Installation Floater when applicable
 - 13) Provide submittals
 - 14) Install/remove silt fencing as necessary in unstabilized areas.
 - 15) Install/remove soil tracking prevention devices per FDOT Index 106 in unstabilized areas.

1.02 PAYMENT FOR MOBILIZATION

- A. The costs of bonds, permits, and any additional required insurance over and above the Contractor's standard insurance as specified in Article V of the Construction Contract, and any other pre-construction expense necessary for the start of the Project, excluding cost of construction materials, shall also be included in Mobilization.
- B. No separate payment will be made for mobilization. Mobilization is considered incidental to other work to be performed in the Work Assignment and the costs shall be included in those identified bid items as described in Section 01026 Measurement and Payment.

1.03 PAYMENT FOR EMERGENCY MOBILIZATION

- A. The costs of bonds, permits, and any additional required insurance over and above the Contractors' standard insurance as specified in Article V of the Construction Contract, and any other pre-construction expense necessary for the start of the Project, excluding cost of construction materials, shall also be included in the payment for Emergency Mobilization.

- B. Payment for emergency mobilization will be made when the Contractor has completed the required Mobilization items and will not exceed 90% of the Item Bid for Emergency Mobilization
- C. The work involved in the demobilization is included in the Emergency Mobilization Bid Item.
- D. Payment for demobilization (10% of the Item Bid for Emergency Mobilization), will be made at such time that the Contractor has completely demobilized from the site.

END OF SECTION

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**SECTION
01550****MAINTENANCE OF TRAFFIC (MOT)****PART 1 – GENERAL****1.01 DESCRIPTION**

- A. Work under this Section consists of maintaining traffic within the project limits for each Work Assignment, including any temporary suspensions of work, and includes all traffic control plans, facilities, devices, and operations as required for the safety and convenience of the public and to minimize public nuisance, as specified herein.
- B. The Contractor's work includes preparing approved traffic control plans; construction and maintenance of approved detour facilities (where required); providing necessary facilities for access to residences and businesses along the project; furnishing, installing, and maintaining traffic control markings, signs, and safety devices; and any other special requirements for safe and expeditious movement of traffic in the project area and other impacted areas as specified herein.

1.02 STANDARD REQUIREMENTS FOR MAINTENANCE OF TRAFFIC

- A. All MOT work shall conform to the latest editions of the Florida Department of Transportation (FDOT) Design Standards, the Manual on Uniform Control Devices (MUTCD) Part VI, the FDOT Standard Specifications for Road and Bridge Construction, Section 102, and Sarasota County Mobility Standards. Regardless of the MOT standards and specific traffic control plan used, it is the Contractor's responsibility to maintain the work zone in a safe condition.

1.03 SUBMITTALS

- A. Traffic Control Plan - Prepare detailed work zone traffic control plans for County review and approval. The traffic control plan shall apply specifically to each phase of the Contractor's activities for each Work Assignment. The Contractor may not begin work until a traffic control plan is approved by the County. Except in an emergency, modifications to the traffic control plans require the County's written approval.

1.04 SPECIFIC REQUIREMENTS

- A. The work for MOT may include the following:
 - 1) All roads will be kept open to two-way traffic during construction, except one-way roads and where otherwise approved in the MOT. Except in approved detoured areas, the Contractor will maintain one lane of traffic in each direction (each lane 11-foot wide minimum) at all times by using existing or constructing temporary pavement.
 - 2) Portions of work phases may be worked concurrently with the approval of the County, provided traffic is properly maintained.
 - 3) Temporary pavement will consist of six-inch thick suitable base and one-inch thick asphalt concrete surface; cost is included in MOT.
 - 4) Construction of major side streets can be phased similarly to maintain one lane of traffic in each direction (each lane 11-foot wide minimum) at all times by using existing or constructing temporary pavement.
 - 5) Unless provided for under the Items Bid, all cost of all barricades, signing, flagmen, and temporary pavement marking are included in the cost of MOT. The Contractor will erect and maintain all barricades, warning signs, and delineators.

- 6) Detouring of traffic to other roads to by-pass the project area must be approved by Sarasota County before implemented.
- 7) The Contractor shall remove any existing striping conflicting with the MOT plan during construction and provide adequate signing and/or striping. Advanced "road closed" warning signs shall be placed at side streets at the direction of the County.
- 8) Paved temporary connections shall be provided at intersections as directed by the County.
- 9) Alternate access will be provided to all residences and businesses whenever construction interferes with the existing means of access. The Contractor is not permitted to isolate residences or businesses.
- 10) Major intersections shall have through movements maintained at all times during construction except during short periods of time approved by the County.
- 11) Traffic shall be maintained on paved, dust free surfaces at all times.
- 12) The resetting of traffic signs on side streets and the resurfacing and/or pavement marking on detour roads and/or side streets before and after construction is completed shall be included in the cost of Maintenance of Traffic.
- 13) The County shall approve any alteration of approved traffic patterns prior to implementation.
- 14) The Contractor is responsible for establishing a work schedule so that any location under construction will not be left in a hazardous condition at the completion of the work day.
- 15) When construction activities require flagmen for traffic control, the Contractor will employ the appropriate number of trained, competent flagmen, and will provide them with appropriate equipment in good condition.
- 16) Temporary approaches or crossings and intersections with trails, roads, streets, businesses, residences, and parking lots and parking garages will be provided and maintained in a safe condition by the Contractor. The Contractor shall take precautions to protect the work and the safety of the public.

END OF SECTION

SECTION 02400**SOD RESTORATION****PART 1 - GENERAL****1.01 DESCRIPTION OF REQUIREMENTS**

- A. Work under this section consists of furnishing all labor, material and equipment to replace and maintain all grassed areas disturbed during construction of each Work Assignment by the furnishing and placing sod, as directed by the County.

1.02 REFERENCE DOCUMENTS

- A. Materials used in this work shall conform to the following requirements of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition:
 - 1) Sod - Section 981-3
 - 2) Fertilizer - Section 982
 - 3) Water - Section 983

1.03 SUBMITTALS

- A. Submit certifications and identification labels for all sod and fertilizer supplied.

PART 2 – PRODUCTS**2.01 SOD**

- A. Grassed areas disturbed by the Contractor's operation shall be restored with sod of the same type as the existing lawn grass type.
- B. The sod shall be taken up in commercial-size rectangles, preferably 12-inch by 24-inch or larger, except where 6-inch strip sodding is called for.
- C. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.
- D. Sod should be handled in a manner to prevent breaking or other damage. Sod shall not be handled by pitch forks or by dumping from trucks or other vehicles. Care shall be taken at all times to retain the native soil on the roots of each sod roll during stripping and handling. Sod that has been damaged by handling during delivery, storage or installation will be rejected.

2.02 FERTILIZER

- A. Chemical fertilizer shall be supplied in suitable bags with the net weight certification of the shipment. Fertilizer shall be 12-8-8 and comply with Section 982 of the FDOT Standard Specification for Road and Bridge Construction.

- B. The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid and (3) water soluble potash, contained in the fertilizer.
- C. The chemical designation of the fertilizer shall be 12-8-8, with at least 50 percent of the nitrogen from a non-water-soluble organic source. The nitrogen source may be a urea-formaldehyde source provided it is not derived from a waste product of the plastic industry.

2.03 EQUIPMENT

- A. The device for spreading fertilizer and seed shall be capable of uniformly distributing the material at the specified rate.

PART 3 - EXECUTION

3.01 SOD BED PREPARATION

- A. Areas to be restored shall be cleared of all rough grass, weeds, and debris, and brought to an even grade.
- B. The soil shall then be thoroughly tilled to a minimum 6-inch depth.
- C. The areas shall then be brought to proper grade, free of sticks, stones, or other foreign matter over ½ inch in diameter or dimension. The surface shall conform to finish grade, less the thickness of the sod, free of water-retaining depressions.

3.02 INSPECTION

- A. The County shall verify that soil preparation and related preceding work has been completed. Work will not begin until conditions are satisfactory.

3.03 SOD HANDLING AND INSTALLATION

- A. During delivery, prior to planting, and during the planting of sod areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture.
- B. After completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. On mounds and other slopes, the long dimension of the sod shall be laid perpendicular to the slope. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.
- C. Sod shall be placed to restore all areas where grass existed prior to construction; on all slopes of 3 horizontal on 1 vertical (3:1) or greater; in all areas where erosion of soils will occur; along edge of roads, driveways, and structures; and as directed by the County. Sod shall be pinned as necessary on sloped areas to maintain the tight placement of sod panels.

3.04 SOD MAINTENANCE

- A. The sod shall produce a dense, well established growth. The Contractor shall be responsible for the repair, mowing (6" maximum height) and re-sodding of all eroded or bare spots until project acceptance. Sod repair shall be accomplished as in the original work.
- B. Sufficient watering shall be done by the Contractor to maintain adequate moisture for optimum development of the sodded areas. Sodded areas shall receive no less than 1.5 inches of water per week for at least 2 weeks. Thereafter, the Contractor shall apply water for a minimum of 60 days as needed until the sod takes root and starts to grow or until final acceptance, whichever is latest.

END OF SECTION

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SECTION 02539**CLEANING, TELEVISIONING, PHOTOGRAPHS AND ASSESSMENT****PART 1 GENERAL****1.01 DESCRIPTION**

- A. Work to be performed under this section includes cleaning, televising/pictures, and assessing manholes and structures located throughout Sarasota County, Florida.

1.02 SUMMARY

- A. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (USB flash drive format), and assessment of each manhole and structures specified in the Work Assignment.
- B. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris.
- C. Televising shall include producing and supplying two (2) copies of the pictures/digital audio-video records in DVD format on USB flash drive, and the Cleaning and Television Inspection Log of each manhole and structures specified and directed.
- D. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes and structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (PACP).

1.03 REQUIREMENTS

- A. The Contractor shall conduct his operations in strict accordance with all applicable Federal, State, and Local safety codes and regulations, and shall be responsible to maintain and ensure the safety of the public and work personnel at the project site. The Contractor shall, at all times, conform to all applicable Occupational Safety and Health Administration (OSHA) Standards.
- B. Television inspection video operator shall comply with the National Association of Sewer Service Companies (NASSCO). The Contractor shall have television inspection personnel certified in NASSCO's Manhole Assessment and Certification Program (MACP).
- C. The Contractor shall be responsible for the loading, transportation, and disposal of all waste materials generated by its operations, to the nearest approved landfill, meeting all Local, State, and Federal rules and regulations.

- D. The Contractor shall ensure compliance with the latest editions of Chapter 40 CFR Part 263. "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3 of the Florida Administrative Code (FAC), as applicable.
- E. The Contractor shall conform to traffic control and maintenance of traffic (MOT) requirements of the State of Florida Department of Transportation (FDOT), and the Sarasota County Capital Projects, Mobility Standards, when working within public roadways and rights-of-ways.
- F. The Contractor shall mobilize and be on site within ten (10) days following issuance of the Notice to Proceed for each Work Assignment by the County, unless otherwise agreed to by the Contractor and the County. In the case of an emergency, the Contractor shall respond within twenty-four (24) hours of the telephone notification by the County, to be followed by the issuance of a written Work Assignment.
- G. The Contractor shall inform the County in writing of its planned work schedules and shall afford the County reasonable opportunity to observe and inspect the Contractor's work in progress. The County will be advised of all scheduling changes. Once work has begun in an area, the Contractor shall complete the work without interruption.
- H. The Contractor shall provide the County with a 2 week notice to allow for notification mailers to be sent. Door hangers will be hung 48 hours prior to work in general area of work to be performed.

1.04 SUBMITTALS

- A. Contractor shall submit to the County for review and approval:
 - 1) Names and qualifications of sub-contractor, personnel and equipment to be assigned to the cleaning and televising work. No cleaning or televising work shall commence until this submittal has been approved.
 - 2) Two (2) copies of the cleaning and television inspection logs, both hard copy and on USB flash drive, for each manhole shall be submitted with each payment application.
 - 3) Two (2) copies of the Pre and post pictures/videos in both hard copy and on USB flash drives of television inspections performed for each manhole and structures specified in the Work Assignment shall be submitted with each payment application.
 - 4) Three (3) copies of the final assessment report shall be provided to the County at the time of the Work Assignment completion. Final payment will not be made until the final assessment report is received and approved by the County.
 - 5) GPS Mapping Database when requested by Sarasota County for specific manholes and structures : GIS deliverables to be in the ESRI Geodatabase format, version 10.x or higher. Daily logs shall be posted for the County to review before submittal of payment application.

1.05 CLEANING

- A. The manholes and structures shall be cleaned by removing dirt, rock, sand, roots and other deleterious materials from the manholes and structures . The cleaning equipment shall be capable of removing grease, roots, protrusions, and scale and corrosion (tuberculation) from the manhole. The cleaning process may be

accomplished while the manhole is flowing, however, by-pass pumping may be required.

- B. All necessary precautions are to be taken to protect the manholes and structures from damage resulting from the cleaning process. Damage to the manholes or structures or flooding of private or public property, resulting from the cleaning operation, shall be the responsibility of the Contractor to correct.

1.06 CLEANING EQUIPMENT

- A. The cleaning system shall utilize a device capable of dislodging sediments found in sewer manholes and structures and without damaging their structural integrity.
- B. The equipment shall include a high velocity gun for washing and scouring manhole and structures walls and floors. The gun shall be capable of producing flows from a fine spray to a solid stream.
- C. The cleaning devices shall have sufficient power to force and move the debris for extraction.
- D. The cleaning equipment shall come complete with water tank, auxiliary engines, pumps, and hose reels.
- E. Where required, equipment shall be provided by the Contractor which is capable of removing roots and removing scale and rust build-up (tuberculation) without damage to the manholes and structures.
- F. The cleaning method employed shall maintain normal flows during the cleaning process.
- G. Solids shall be removed by vacuuming the debris to the surface. Approved equipment shall decant and separate the water from the solids before it is transported to an approved disposal site. Liquid decanted from the solids shall be returned to the pipeline system.
- H. Equipment with fluid leaks such as hydraulic, oil, or debris tanks will be removed from the site immediately and the cleanup will be the responsibility of the contractor.

1.07 REMOVAL OF DEBRIS

- A. Materials generated by the cleaning operation shall be removed by vacuuming the manholes and structures. Suitable plugs and by-passing, or internal temporary piping, shall be used to prevent the movement of solids to adjacent sections of pipe.
- B. Waste materials and debris resulting from the cleaning operations, shall be removed, drained of excess fluid, and conveyed by the Contractor to an approved waste disposal site. The disposal site shall be accessible during Contractor working hours. All permits required for loading and transporting the waste material shall be

the responsibility of the Contractor. Under no circumstances shall the debris removed from the manholes and structures be dumped onto the streets or into ditches, catch basins, or storm water system.

- C. Liquid that is properly decanted from the waste material can be drained into the pipeline system after obtaining County approval.
- D. Unless otherwise provided for in the price schedule of the bid form, all costs associated with the removal, draining, loading, transporting, and disposal of debris and waste materials generated by the cleaning operation shall be considered incidental to the cleaning of the manholes and structures , and therefore considered included in the Unit Prices bid for cleaning.

1.08 TELEVISION/PHOTOGRAPH INSPECTION

- A. Equipment and TV Picture Quality: The TV camera must be specifically designed for manhole and structures inspection, small, rugged and waterproof. The camera must have its own light source suitable to provide a clear bright color picture of the entire structure. The camera shall have the ability to turn and view into the upstream and downstream pipe and focus on any pipe to manhole/structure connection damage or defect. The camera, television monitor, and other components of the video system shall be capable of producing a picture quality adequate for the purposes of the inspection. The County shall determine the adequacy of the picture quality when the work is started.
- B. TV Inspection Procedures:
 - 1) The camera system shall be capable of assessing (making visible) all interior manhole and structures surfaces any time during the inspection. Excessive water in the manhole and structures shall be removed by the Contractor for proper inspection.
- C. Documentation: Documentation of the television inspection shall be prepared by the Contractor at the site on a daily basis. The County shall observe that documentation (entering voice data on the video USB flash drive and preparing computer generated inspection logs) is being properly, accurately and legibly done during the TV inspection of each manhole and structures. The County shall sign the Contractor's daily logs as evidence that the work was observed.
- D. Operating Personnel: Television inspection video operation shall be conducted by personnel certified by the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) and Manhole Assessment and Certification Program (MACP).
- E. Digital photographs and inspection logs of each structure identified to be rehabilitated may be completed in lieu of the TV inspection requirements. Pre and post rehabilitation photographs are required. The camera for taking photographs shall be a minimum of 10 mega pixels and proper lighting and complete coverage of each structure shall be required.

- F. Payment Request Submittals: The Contractor shall provide copies of the audio-video or digital photograph USB flash drives, and the Inspection Logs to the County with each Pay Request.

- 1.09 WATER: The use of potable water from a public, private, or reclaimed water system for manhole and structures cleaning shall be permitted and may be required. The cost of any water used for cleaning shall be the Contractor's responsibility.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 SYSTEM FLOW CONTROL

- A. The Contractor shall divert the upstream system flow around the manhole or structure being cleaned and televised, as necessary, and discharge the intercepted flow to a downstream manhole or other suitable outlet. By-pass set-up and operation shall be as specified in the Technical Specifications.
- B. Where manholes and structures are determined by the County to be of a critical nature and cannot be by-passed during normal work hours, cleaning and televising work shall be required at low flow periods, which may include nighttime hours.
- C. If system flow is minimal and cleaning and televising can be performed in a timely manner, bypassing may not be required.
- D. The use of an internal by-pass pipe, properly installed and operational, may be approved by the County. The Contractor must demonstrate that the method used will not interfere with the cleaning, televising, and assessment work to be performed.
- E. Interruption of Sanitary Sewer Flows:
 - 1) The Contractor shall place informational door hangers on customer's doors forty-eight (48) hours prior to commencement of work in a particular area. The Contractor shall make every effort possible to notify each customer whose service may be affected by the cleaning and televising operations.
 - 2) At no time will any service lateral remain inoperative for more than an eight (8) hour period. Any service outage for more than 8 hours will be temporarily by-passed into the mainline sanitary sewer in a manner approved by the County and at the Contractor's expense.
- F. The Contractor shall be responsible for any system back-up or any damage that may be caused by the Contractor's operations.

3.02 CLEANING AND TELEVISIONING

- A. The Contractor shall clean and televise the manholes and structures to be repaired and coated. The interior surface of the manholes and structures shall be cleaned with high pressure water jet equipment. The Contractor shall remove waste product build-up, hard scales (tuberculation), roots, debris, grease, and other deleterious materials before any repair or coating work is performed. All manhole

and structures damage, and infiltration points shall be noted on the digital video record (USB flash drive) and recorded in the cleaning and television inspection logs.

- B. The Contractor shall notify the County if any severe problems are discovered during televising. If conditions such as damaged upstream or downstream piping or major blockages are found, or where additional damage would occur if cleaning is attempted or continued, the Contractor shall notify the County and request further direction on how to proceed.
 - C. Any damage caused by the Contractor to any existing pipe or structure will be immediately repaired to a condition equal to or better than its original condition at the Contractor's expense.
- 3.03 PROTRUDING ROOTS: When directed by the County, existing roots that protrude into the manhole and structures shall be removed from the inside wall of the manhole and structures by means of mechanical equipment. Root protrusions shall be ground using grinding tools specifically designed for this purpose. The finished product shall be uniform and smooth to accept the repair and coating products to provide a proper seal.
- 3.04 TRAFFIC CONTROL AND MAINTENANCE OF TRAFFIC: Manholes to be cleaned and televised may be in backyard easements; or in light traffic subdivision roadways, collector roads, or highways requiring Maintenance of Traffic plans conforming to Florida Department of Transportation and/or Sarasota County requirements.
- 3.05 CLEANUP: Cleanup is an essential part of the work. As the work progresses and is completed, the Contractor shall clean the various work sites of all excess materials and debris, completely restoring all work areas to the satisfaction of the County. This cleanup shall be done as promptly as practicable and shall not be left until the end of the project. No part of the work is considered complete and no payment will be made until cleanup has been completed and accepted by the County.
- 3.06 FINAL ACCEPTANCE
- A. Audio/Video USB flash drives or Digital Photographs: Inspection of manholes and structures cleaned shall be by television or digital photograph inspection. The Contractor shall provide the County with two (2) copies of the digitized audio-video record on USB flash drive using GraniteNet asset inspection software platform or digital photographs, with data-view and accurate footage displayed as follows:
 - 1) Street name and nearby address
 - 2) Manhole and structures numbers
 - 3) Any noted manhole and structures defect or damage, with assessment of damage
 - 4) Any visible infiltration, with an assessment and estimate of inflow rate
 - B. Inspection Log: Two (2) copies of the cleaning and television/photographic inspection logs for each manhole and structures completed for the Work Assignment shall be submitted to the County in both hard copy and digital copy on USB flash drive prior to final payment of the Work Assignment.
 - C. Assessment Report: Three (3) copies of the final assessment report and one completed electronic data base in Excel (to be provided per work assignment), meeting NASSCO requirements, shall be provided to the County at the time of the

Work Assignment completion. Final payment will not be made until the final assessment report is received and approved by the County.

3.07 GPS MAPPING

- A. The County may request specific manholes and structures encountered in this contract to be GPS mapped within sub-foot accuracy and the data delivered in ESRI Geodatabase format, version 10.x or higher. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of 1 second with a minimum occupation of 20 seconds. Specific parameters include:
- 1) Elevation mask: 15 degrees above the horizon
 - 2) Coordinate system; as agreed with NAD 1983 State Plane Florida EAST
 - 3) Satellites: four or more
 - 4) Position Dilution of Precision (PDOP): <6
 - 5) Horizontal Dilution of Precision (HDOP): <4
 - 6) Minimum number of raw positions collected: 20
 - 7) In the event of obstructions – where a clear GPS position cannot be captured – a laser offset will be executed from a nearby location
- B. At a minimum and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process
- 1) PDOP value
 - 2) HDOP value
 - 3) Correction Status
 - 4) Date Recorder
 - 5) Time Recorded
 - 6) Total Positions
 - 7) Filtered Positions
 - 8) Horizontal Precision
 - 9) Vertical Precision
 - 10) Standard Deviation
 - 11) Coordinate File Name
 - 12) X-coordinate
 - 13) Y-coordinate
- C. Identifier to determine whether the feature was acquired through laser or GPS
- DOCUMENTATION: Documentation data shall be collected on each requested manhole and structures and will be agreed upon, and compatible with the County's ESRI Software in advance of work startup. Data documentation shall include, at a minimum:
- 1) Physical data – Basin Name, Manhole Number, LS Number, Inspection Date, MH Use, Surveyed By, MACP Cert#, MH Depth, Street, Nearest Address, GPSX, GPSY, High H2S, Purpose, Location, Surface Type, Inspection Status, Cover Shape, Cover Size, Cover Material, Cover Type, Insert, Cover Condition, Riser Ring, RR Type, Riser Condition, Frame Material, Frame Condition, Frame Seal Inflow, Frame Offset Distance, Frame depth, Chimney Material, Chimney Lining, Chimney I&I, Chimney Condition, Cone Type, Cone Material, Cone Lining, Cone I&I, Cone Condition, Wall Material, Wall Lining, Wall I&I, Wall Condition, Wall Width, Bench Present, Channel Present, Special Conditions,

Manhole discrepancies (by category and details).

- 2) Location data – Mapping grade GPS coordinate data parameters noted in the GPS mapping section.
 - 3) Discrepancies – Details on discrepancies so that a work order as described below) can be concisely created.
- D.** DELIVERABLE DATABASE: Sarasota County Government requires GIS deliverables to be in the ESRI Geodatabase format, version 10.x or higher. All data must be projected in State Plane Florida West HARN, NAD1983 datum, linear units in feet. Specific layer types, attribution requirements, and delivery methods will be detailed in Scopes of Services. Contractor shall be able to fully integrate data into ESRI and also torque chart data shall be integrated into the County's ESRI system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base station used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The database shall contain the information agreed to by the County.
- E.** Obstructed GPS data shall be obtained through laser offset method.
- F.** The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected. Daily logs will be posted for the County to review before invoice submittals occur.

END OF SECTION

SECTION 02540**ANCILLARY SERVICES****PART 1 GENERAL****1.01 SCOPE**

- A.** The Contractor shall provide for the mobilization of personnel, and equipment; bypass pumping as required; and the maintenance of traffic for each Work Assignment.
- B.** The work includes furnishing all labor, tools, equipment and materials and performing all operations necessary to mobilize, bypass pump, and control traffic as specified and directed.

1.02 REQUIREMENTS

- A.** The Contractor shall conduct his operations in strict accordance with all applicable Federal, State, and Local safety codes and regulations, and shall be responsible to maintain and ensure the safety of the public and work personnel at the project site. The Contractor shall, at all times, conform to all applicable Occupational Safety and Health Administration (OSHA) Standards.
- B.** The Contractor shall conform to traffic control and maintenance of traffic (MOT) requirements of the State of Florida Department of Transportation (FDOT), and the Sarasota County Mobility Standards, when working within public roadways and rights-of-ways.

1.03 MOBILIZATION

- A.** Mobilization shall conform to Section 01505 of the Technical Specification.

1.04 BY-PASS PUMPING

- A.** Furnish, operate, and maintain by-pass pumping equipment as required. Pump motors shall be equipped with mufflers that conform to the Sarasota County Noise Ordinance, and as specified below.

1.05 MAINTENANCE OF TRAFFIC

- A.** Maintenance of traffic shall conform to Section 01550 of the Technical Specifications.

PART 2 PRODUCTS**2.01 MATERIALS AND EQUIPMENT**

- A.** Materials and equipment may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.
- B.** Any materials or equipment supplied under this section which is deemed unsuitable by the County shall be removed from the project and replaced by the Contractor at no additional cost to the County.

PART 3 EXECUTION

3.01 HAULING BYPASS WATER

- A. The Contractor shall utilize Pumper Trucks, Vac- Trucks and Tanker Trucks as necessary for an approved bypass system to haul bypass wastewater to proper disposal site designated by the County. This work shall include mobilizing and demobilizing, equipment, and hauling sanitary wastewater bypassing for the time period the vehicles are required on-site, **there will be no compensation for idle time**. This work shall also include all necessary labor, equipment, tools, material and fuel for an approved bypass system for sanitary wastewater flow around the sections to be repaired and lined in accordance with the Technical Specifications. The time to mobilize, demobilize and dispose of wastewater will not be paid separately and will be considered incidental to pay items established. Note the bid items for hauling wastewater for bypassing operations and disposing wastewater are not to be utilized for cleaning which would be incidental to that work.

3.02 BYPASS PUMPING

- A. The Contractor shall supply primary and back-up pumps, conduits, fuel and other equipment, including all stand-by equipment, to divert the flow around the facilities in which work is to be performed.
- B. The by-pass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during a rain event. The Contractor shall be responsible for furnishing the necessary labor and supervision to set up and operate the by-pass pumping systems.
- C. A float ball type level control and monitoring system shall be implemented. The pump shall be equipped with high level alarm functions with auto-dialer control capable of calling the Contractor and up to four (4) additional phone numbers. One phone number shall be dedicated to a County designee.
- D. The design of the temporary by-pass systems shall be the responsibility of the Contractor, however, such systems shall be subject to approval by the County. The Contractor shall submit two (2) sets of detailed drawings, including pump type, make and model, manufacturer's flow data, hydraulic calculations, curves, specifications, a description of the temporary by-pass equipment and a by-pass plan to the County for approval at least ten (10) days prior to the installation and operation of any temporary by-pass system.
- E. The by-pass plan must include specific site sketches and diagrams. A sequential order of pumping operation procedures shall include a description of by-pass monitoring, maintaining of suction screens, fueling, odor control, and life safety and security. The Contractor shall provide emergency contact(s) - 24/7 phone number(s), to the County.
- F. Noise levels between 7:00 p.m. and 7:30 a.m. shall not exceed 70 dB measured at a distance of 25 feet from the pump motor. All pumps shall be of a quiet pack type unit.
- G. If the Contractor's operations disrupt system flows, except for such brief periods as expressly required and approved by the County, the Contractor shall immediately make all repairs, and do all work necessary to restore flows to the satisfaction of the County, at no additional cost to the County. The by-pass operation shall progress continuously on a 24-hour per day, 7-day per week basis, until flow is re-established. The Contractor shall provide the services of emergency repair crews on call 24 hours per day.
- H. Any fines or damage caused by not maintaining system flows as specified above shall be the responsibility of the Contractor.

3.03 MAINTENANCE OF TRAFFIC (MOT)

- A. Contractor shall be responsible for the design, submittal, and approval of the Project's maintenance of traffic (MOT) plans by the proper reviewing agencies. It will be the

Contractor's responsibility to set up and maintain the MOT according to State and Local transportation agency regulations. All MOT work shall conform to the requirements of the Sarasota County Capital Projects-Mobility Standards.

- B. The Contractor shall at all times conduct the work as to ensure the least possible disruption to traffic and inconvenience to the general public, including nearby residents, and to ensure the protection of persons and property, in a manner satisfactory to the County.
- C. The Contractor shall not begin work until the Maintenance of Traffic Plan is approved in writing by Sarasota County. Any modification to the M.O.T. plan requires County written approval.
- D. All spills caused by Contractor's operation will be cleaned up immediately. Dust will be controlled by the Contractor on a daily basis.
- E. All costs in connection with the Maintenance of Traffic work shall be included in the unit and/or lump sum prices established under the Price Schedule of the Bid Form.

END OF SECTION

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SECTION 02757**MANHOLE AND STRUCTURES REHABILITATION****PART 1 – GENERAL****1.01 DESCRIPTION OF REQUIREMENTS**

- A. Work under this section includes furnishing all labor, materials, accessories, equipment, and tools and performing all operations required to furnish and install manhole and structures repairs and interior coatings for corrosion protection and infiltration elimination, in accordance with the Contract Documents, Work Assignments, and as directed by the County.
- B. Work also includes providing all necessary labor, equipment, and tools for the proper removal and disposal of the existing deteriorated and failed lining and coating systems, as applicable.
- C. Items of work covered under this section include cleaning, surface preparation, and repair of manhole and structures interiors, including, sealing leaks and defects with approved cementitious or chemical grout, and applying an approved interior coating, where directed.
- D. Work also includes the repair of manhole benches and inverts; removal of roots; manhole chimney repairs and/or replacements; and manhole rim and cover replacements; all as specified below, described in the Work Assignment, and directed by the County.
- E. The Contractor shall observe all standards of safety for confined space entry and chemical usage as stipulated by OSHA, and other federal, state and local agencies. These include, but are not limited to, air quality monitoring, safety harnesses and equipment, air/oxygen breathing apparatus, the wearing of chemical resistant safety suits where applicable, and minimum number of workers on the job site. The Contractor shall comply with the manufacturer's Materials Safety Data Sheet (MSDS) for the products used under this section.
- F. When required by coating manufacturer, the concrete must be fully hydrated, prior to application of the coating to the concrete, masonry, or brick surfaces. Contractor shall assure that the hydration process for newly installed structures has reached its completion prior to application of coating.

1.02 SUBMITTALS

- A. The Contractor shall submit complete sets of Product Data and Material Safety Data Sheets for the repair systems and interior coating system to the County for review and approval, prior to scheduling any repair and coating work.
- B. The Contractor shall submit manufacturer's application and installation instructions to the County for all products used.
- C. The Contractor shall provide documentation to the County that the manufacturer has a minimum of five (5) years' experience in producing the proposed coating system, and that this proposed system produced successful protection and rehabilitation of manholes and structure.

1.03 WARRANTY

- A. The coating manufacturer shall supply the County a minimum five (5) year manufacturer's written warranty of the selected coating system against failure to adhere to the manhole and structures, failure against abrasion, acid, hydrogen sulfide attack, chemical attack, microbiologically induced corrosion, pinhole development, or any other defect which would lead to deterioration or infiltration.
- B. Any dispute between the Contractor and the manufacturer regarding fault of defects shall not affect this warranty to the County. If failure is detected by the County within this five (5) year period, the coatings shall be repaired or replaced to the satisfaction of and at no cost to the County.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Interior manhole and structures coating systems specified herein shall be resistant to abrasion, acid, hydrogen sulfide attack, chemical and corrosion attack; and prevent infiltration.
- B. This specification provides for four (4) basic coating system alternates, as follows:
 - 1) Spray applied cementitious material composed of a one component, high strength, fiber reinforced, pure fused calcium aluminate cement, and calcium aluminate aggregate. The coating shall be a minimum of 1/2" thick for new construction and up to 1" thick for rehab construction, applied in one or two coats. The product shall be SewperCoat®PG, Strong Seal High Performance Mix, or Quadex Aluminaliner PF.
 - 2) Spray applied factory blended geopolymer mortar composed of a one component fiber reinforced geopolymer synthesized from pozzolanic materials of industrial byproducts, enhanced with monocrySTALLINE quartz aggregate. The coating shall be a minimum of 1" thick as designated on the bid form and applied in one or two coats on top of a cementitious buildup. The product shall be GeoKrete by Quadex.
 - 3) Spray applied self-priming polyurethane resin-based coating system containing 100% solids, and volatile organic compound (VOC) free. The coating shall be a 1/8", 1/4" or 1/2" thick as designated on the bid form and applied in one or two coats on top of a cementitious buildup. The product shall be SprayWall®, as manufactured by SprayRoq Protective Lining Systems, Birmingham, AL.
 - 4) Spray applied self-priming ultra-high build epoxy resin-based coating system containing 100% solids, and volatile organic compound (VOC) free. The coating shall be 1/8", 1/4" or 1/2" thick as designated on the bid form and applied on top of a cementitious buildup. The high build epoxy product shall be Raven®405, as manufactured by Raven Lining Systems, Tulsa, OK or Structure Guard as manufactured by Quadex LLC, Houston, TX.
- C. The materials used shall be designed, manufactured, and intended for use in sanitary sewer system manholes protection and rehabilitation. The materials shall have been successfully used in manhole and structures construction and rehabilitation projects as determined by the County, based on information provided by the Contractor.

- D. The selected product or system must bear the manufacturer's certification that it will fulfill the requirements described herein when applied in accordance with the manufacturer's written instructions. The Contractor shall be certified by the manufacturer to install the approved repair and coating system; and shall supply a list of locations and references for at least three (3) projects, in which the product was successfully installed and operational for the past 5 years.

2.02 PATCHING MIX

- A. A quick setting, fiber reinforced, cementitious compound, shall be used as a patching and profiling mix. It shall be mixed and applied per manufacturer's recommendation and meet the following minimum requirements:

Compressive Strength	ASTM C109	1,400 psi @ 6 Hour 5,000 psi @
Flexural Strength	ASTM C293	550 psi @ 28
Shrinkage	ASTM C596	0 % @ 90% R.H.
Bond Strength	ASTM C321	145 psi @ 28 Days

2.03 INFILTRATION CONTROL MIX

- A. A rapid setting cementitious or chemical product (Strong-Plug, DeNeef AC-400, Avanti AV-1 18, or equal), specifically formulated for leak control shall be used to stop minor water infiltration. The product shall be mixed and applied according to manufacturer's recommendations, and capable of stopping visible leaks.

2.04 HIGH INFILTRATION GROUTING MIX

- A. A rapid setting cementitious grout (Strong-Plug, or equal), shall be used for stopping very active infiltration, and filling voids, cracks, missing mortar, and other substrate defects. The product shall be mixed and applied according to manufacturer's recommendations. The cementitious grout shall be volume stable having a minimum 1-day compressive strength of 50 psi, and a 28-day compressive strength of 250 psi.
- B. A rapid setting chemical acrylic, acrylic based, or urethane-based grout (DeNeef AC400, Avanti AV-202, or equal), specifically formulated for stopping very active infiltration may be substituted with approval of the County. The chemical grout shall consist of a principal sealant constituent, an initiator (trigger), and a catalyst, and be mixed and applied in accordance with manufacturer's recommendations.
- C. Application may include drilling of the manhole and structures walls and pressure grouting the exterior to produce a grout curtain capable of stopping visible leaks.

- 2.05 MANHOLE RING AND COVER REPLACEMENTS shall conform to the typical details; shall be watertight with no perforations in the cover; and shall be capable of withstanding H-20 traffic loading in paved areas.

- 2.06 MANHOLE CHIMNEY REPLACEMENTS shall conform to the typical details; and based on existing conditions as directed, shall be pre-cast concentric or eccentric cone sections; pre-cast top slab sections; and/or pre-cast concrete rings or non-metallic (HDPE) adjustment rings. In no case shall brick be used to adjust ring and cover to finish grade.

- 2.07 RAIN WATER PROTECTOR inserts shall be as manufactured by FRW Industries, Conroe, Texas, or equal. Inserts shall be complete with a self-cleaning relief valve. Relief valves shall operate on a pressure differential of ½ psi. Neoprene gaskets shall be installed under the insert lip to insure a leak proof seal.

2.08 WATER

- A. Water shall be clean and potable.

2.09 BONDING COMPOUND

- A. Material shall be a modified cementitious bonding compound that protects exposed reinforcing steel, enhances bond of overlay to substrate, and is compatible to the selected coating system.

2.10 CALCIUM ALUMINATE COATING MATERIALS

- A. The calcium aluminate cementitious coating shall be used to form a structurally enhanced monolithic coating covering all interior manhole and structures surfaces including walls, inverts, and benches, and shall have an applied minimum density of 125 pounds/cubic foot, with the following minimum properties:

Compressive Strength	ASTM C109	5,500 psi @ 24 hours 7,000 psi @ 28 days
Splitting Tensile Strength	ASTM C496	700 psi @ 28 days
Flexural Strength	ASTM C293	>1,300 psi @ 28 days
Shrinkage	ASTM C596	<0.08% @ 90% R.H.
Bond Strength (Slant	ASTM C882	>2,500 psi @ 28 days

2.11 GEOPOLYMER COATING MATERIALS

- A. The Geopolymer coating shall be used to form a structurally enhanced monolithic coating covering all interior manhole and structures surfaces including walls, inverts, and benches, and shall have an applied minimum density of 136 pounds/ cubic foot with the following minimum properties.

Compressive Strength	ASTM C109	2,500 psi @ 24 hours 8,000 psi @ 28 days
Splitting Tensile Strength	ASTM C496	900 psi @ 28 days
Flexural Strength	ASTM C293	>1,300 psi @ 28 days
Shrinkage	ASTM C596	<0.02% @ 90% R.H.
Bond Strength (Slant	ASTM C882	>5,000 psi @ 28 days

2.12 POLYURETHANE RESIN BASED COATING MATERIALS

- A. The resin-based coating shall be used to form a structurally enhanced monolithic coating covering all interior manhole surfaces including walls, inverts, and benches, and shall have an applied minimum density of 81 +/- pounds/cubic foot, with the following minimum properties:

Compressive Strength	ASTM D695	7,500 psi @ 28 days
Flexural Strength	ASTM D790	12,000 psi @ 28 days
Tensile Strength	ASTM D638	7,000 psi @ 28 days
Shrinkage	ASTM D2566	<0.50% @ 95% R.H.
Adhesion to Concrete	ASTM D454 1	Substrate Failure
Bond Strength	ASTM C882	>1,600 psi @ 28 days

2.13 ULTRA HIGH BUILD EPOXY RESIN BASED COATING MATERIALS

- A. The resin-based coating shall be used to form a structurally enhanced monolithic coating covering all interior manhole and structures surfaces including walls, inverts, and benches, and shall have an applied minimum density of 81 +/- pounds/cubic foot, with the following minimum properties:

Compressive Strength	ASTM D695	7,500 psi @ 28 days
Flexural Strength	ASTM D790	12,000 psi @ 28 days
Tensile Strength	ASTM D638	7,000 psi @ 28 days
Shrinkage	ASTM D2566	<0.50% @ 95% R.H.
Adhesion to Concrete	ASTM D454 1	Substrate Failure
Bond Strength	ASTM C882	>1,600 psi @ 28 days

PART 3 – EXECUTION

3.01 GENERAL

- A. The repair of manholes and structures may be limited to patching only, infiltration control and patching, coating only, or a combination thereof. The County shall direct the rehabilitation of each such structure, and measure and pay for the repair system and coating method(s) actually used and approved.
- B. Sanitary sewer flow control, as specified in the technical specifications shall be exercised by the Contractor as required to ensure that no flowing sewage comes into contact with the manhole and structures surfaces being coated.
- C. New concrete structures shall be cured for at least 30 days prior to application of resin-based coatings.

3.02 PREPARATION

- A. The manhole and structures surfaces shall be clean, structurally sound and free from oil, grease, loose mortar, paints, existing protective lining or coating systems, efflorescence, laitance, or other deleterious materials or substances.
- B. Existing leaks and defects shall be sealed and repaired prior to application of the coating with the use of the products referenced above. The Contractor shall bring the interior surfaces to a smooth profile by filling voids, cracks, missing mortar, and correcting other substrate defects.
- C. An approved patching mix shall be used to repair manhole inverts and benches. Repaired finish of inverts and benches shall conform as closely as possible to the typical details.
- D. Where directed, deteriorated manhole chimneys shall be repaired and rebuilt with an approved patching mix or replaced per the typical details. Extensive repairs shall require the use of steel dowels and high strength concrete or grout formed to the original shape of the chimney, where required and directed by the County.

- E. Where directed, manhole ring and covers shall be installed per typical details and as follows:
- 1) Ring and cover assembly shall be placed in a full bed of mortar.
 - 2) Paved surfaces shall be restored to an "as good" condition acceptable to the governing right-of-way agency.
 - 3) In unpaved areas, the cover shall be set one (1") inch above finished grade with the surrounding surfaces returned to an "as good" condition, acceptable to the County.
 - 4) The manhole rim and cover in its final position, shall be capable of withstanding H20 traffic loading; shall be constructed such that it does not rattle or have movement when hit by traffic; and be set flush with the finished pavement grade, when located in paved areas.

3.03 APPLICATION OF CALCIUM ALUMINATE CEMENT SYSTEM

- A. The calcium aluminate cement coating system shall be applied at a minimum of 1/2" thickness, over the entire interior of the manholes and structures in accordance with ACI 506, and manufacturer's recommendations by the manufacturer's certified applicator. Appropriate protective equipment shall be used.
- B. When applied to highly deteriorated concrete, masonry, or brick surfaces lacking in interior mortar, additional thickness shall be applied to create a smooth surface, with a minimum 1/2" thickness at its thinnest point in the deteriorated areas.
- C. At no point will there be any material left in the invert of the incoming or discharge side of the
Pipeline
- D. Mix water shall be potable water with a temperature not exceeding 80 degrees F. Chill mix water with ice if necessary.
- E. Coating system shall be thoroughly mixed and applied with low-pressure, wet-spray equipment, cleaned and free of Portland cement build-up to avoid accelerated set. Coating shall be applied by a trained technician certified by the manufacturer.
- F. Caution shall be taken to minimize exposure of the applied product to sunlight and air movement. If application of a second coat is to be longer than 15 minutes after completion of first coat, the manhole cover shall be set back in place. During curing, at no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before replacing the manhole cover.
- G. The final coating applications shall have a minimum of 4 hours cure time before being subjected to active sewage flows, with the use of manufacturer's approved accelerating admixture(s), as necessary.
- H. Traffic shall not be allowed over manholes for 6 hours after the coating application has been completed, with the use of manufacturer's approved accelerating admixture(s), as necessary.

3.04 APPLICATION OF GEOPOLYMER MORTAR SYSTEM

- A. The geopolymer mortar coating system shall be applied at a minimum of 1" thickness, over the entire interior of the manholes and structures in accordance with ACI 506, and manufacturer's recommendations by the manufacturer's certified applicator. Appropriate protective equipment shall be used.
- B. When applied to highly deteriorated concrete, masonry, or brick surfaces lacking in interior mortar, additional thickness shall be applied to create a smooth surface, with a minimum 1" thickness at its thinnest point in the deteriorated areas.
- C. At no point will there be any material left in the invert of the incoming or discharge side of the Pipeline.
- D. Mix water shall be potable water with a temperature not exceeding 80 degrees F. Chill mix water with ice if necessary.
- E. Coating system shall be thoroughly mixed and applied with low-pressure, wet-spray equipment, cleaned and free of Portland cement build-up to avoid accelerated set. Coating shall be applied by a trained technician certified by the manufacturer.
- F. Caution shall be taken to minimize exposure of the applied product to sunlight and air movement. If application of a second coat is to be longer than 15 minutes after completion of first coat, the manhole cover shall be set back in place. During curing, at no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before replacing the manhole cover.
- G. The final coating applications shall have a minimum of 4 hours cure time before being subjected to active sewage flows, with the use of manufacturer's approved accelerating admixture(s), as necessary.
- H. Traffic shall not be allowed over manholes for 6 hours after the coating application has been completed, with the use of manufacturer's approved accelerating admixture(s), as necessary.

3.05 APPLICATION OF POLYURETHANE OR EPOXY COATING

- A. The resin-based coating system shall be applied over the entire interior of the manholes and structures in accordance with manufacturer's instructions and recommendations, with a thickness of 1/8", 1/4" or 1/2", as directed by the county. Application shall be performed by a manufacturer certified applicator, as applicable. Appropriate protective equipment shall be used.
- B. Coating system shall be thoroughly mixed and applied with a heated plural component spray system, cleaned and free of any build-up. Coating shall be applied by a trained technician certified by the manufacturer.
- C. At no point will there be any material left in the invert of the incoming or discharge side of the pipeline

- D. The final application shall have a minimum of 2 hours cure time, or as otherwise recommended by the manufacturer, before being subjected to active sewage flows.
- E. Traffic shall not be allowed over manholes and for 6 hours after the coating application has been completed, or as otherwise recommended by the manufacturer.

3.06 TESTING AND INSPECTION

- A. After the coating application specified herein has been completed, the manholes and structures shall be subjected to visual inspection and third-party testing.
- B. Visual inspections for water tightness, completeness of coating, and coating thickness shall be performed by the County and the Contractor. All observed visible leaks and defects in the coating shall be repaired by the Contractor to the County's satisfaction. There shall be no visible infiltration.
- C. The Contractor shall provide coating thickness test apparatus as approved by the coating manufacturer and shall test the coating thickness of each manhole and structures in the presence of the County.
- D. Third party testing will consist of holiday (spark) testing of the coating, and/or adhesion (bond) testing of the coating to the substrate per applicable ASTM testing methods and shall meet the physical requirements listed in the technical specifications. Type and frequency of testing shall be determined by the County. Initial testing shall be scheduled and paid for by the County. The contractor shall repair any holiday found or damage to the coating resulting from adhesion testing at no additional expense to the County.
 - 1). Should the coating fail to meet initial test requirements, the contractor will be directed to perform additional testing at Contractor's expense. Failure of adhesion testing will require additional tests in the structure to determine the limits of the defective application. The contractor shall remove any defective coating and replace per manufacturer's specifications and requirements at no additional expense to the County.
- E. During the course of the warranty period, and prior to expiration of the warranty period, the new or rehabilitated manholes and structures may be visually inspected for water tightness and coating condition by the County. All observed visible leaks and defects in the coating shall be repaired and re-coated by the Contractor to the County's satisfaction, at no additional cost to the County. There shall be no visible infiltration or evidence of infiltration such as stains, etc., in order to be found acceptable.

END OF SECTION

**SARASOTA COUNTY GOVERNMENT
PROCUREMENT**
1660 Ringling Blvd., 3rd Floor • Sarasota, Florida 34236
Telephone 941-861-5266 • Fax 941-861-5129

BID # 201918KW
Unit Price Contract for Manhole & Structures Rehabilitation

ADDENDUM NO. 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the Bid. Items not referenced herein remain unchanged, including the response date.

Part I - Pertaining to the Solicitation Package:

Part II – Pertaining to the Technical Specifications / Scope of Work:

Part III - Responses to Questions:


Question 1: Please provide the following for this bid:

- a) Please provide the estimated annual expenditure for this bid.
- b) Please provided a copy of the bid tabulation from the two previous contracts of this nature.
- c) Please provide a copy of the two previous annual contracts for this job.
- d) Please provide a copy of all work orders issued off of this contract over the last year

Answer:

- a) The estimated annual expenditure budgeted for these contracts is \$3,000,000.00 per fiscal year for all categories of lining methods combined. There is no minimum guarantee on each contract.
- b) Please see attached copies of bid tabulation from the previous contracts of this nature.
- c) Please see attached copies of the previous annual contracts for this job.
- d) Please see attached copies of the previous work orders for this job.

Approved by County:



Jessica A. Kashary, Procurement Manager

12/26/19

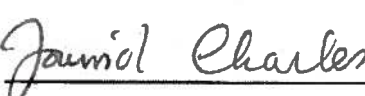
Date



Kate Wood,
Senior Procurement and Contract Specialist

12/26/19

Date



Project Manager, Jaimol Charles

12/23/19

Date

Bid #153107CS - Sanitary/Stormwater Manhole & Structure Rehab-Epoxy & Polyurethane Coatings

Creation Date Jun 17, 2015

End Date Dec 2, 2015 2:30:00 PM EST

Start Date Oct 9, 2015 1:13:56 PM EDT

Awarded Date Feb 23, 2016

153107CS--01-01 Polyurethane Coating Method: Polyurethane Coating Method					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
TV Diversified LLC	First Offer - \$427,075.00	1 / each	\$427,075.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Engineered Spray Solutions, LLC	First Offer - \$3,076,060.00	1 / each	\$3,076,060.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

153107CS--01-02 Polyurethane Coating Method: Contractor Qualification Form(s)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
VacVision Environmental LLC	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
B&J Linings, Inc.	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Select Environmental Services Inc.	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
TV Diversified LLC ★	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Engineered Spray Solutions, LLC	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

153107CS--01-03 Polyurethane Coating Method: Letter of Bondability					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
VacVision Environmental LLC	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
B&J Linings, Inc.	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Select Environmental Services Inc.	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
TV Diversified LLC ★	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Engineered Spray Solutions, LLC	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

153107CS--01-04 Polyurethane Coating Method: Price Schedule/Bid Form					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

VacVision Environmental LLC	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
B&J Linings, Inc.	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Select Environmental Services Inc.	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
TV Diversified LLC ★	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Engineered Spray Solutions, LLC	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

153107CS--02-01 Epoxy Coating Method: Epoxy Coating - Lump Sum					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Engineered Spray Solutions, LLC	First Offer - \$0.00	1 / lump sum	\$0.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: NO BID			
TV Diversified LLC ★	First Offer - \$1,497,275.00	1 / lump sum	\$1,497,275.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
B&J Linings, Inc.	First Offer - \$2,047,280.00	1 / lump sum	\$2,047,280.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
VacVision Environmental LLC	First Offer - \$2,069,100.00	1 / lump sum	\$2,069,100.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Select Environmental Services Inc.	First Offer - \$2,479,150.00	1 / lump sum	\$2,479,150.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


153107CS--02-02 Epoxy Coating Method: Contractor Qualification Form(s)					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B&J Linings, Inc.	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
VacVision Environmental LLC	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code: N/A			
Agency Notes:		Supplier Notes:			
Select Environmental Services Inc.	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
TV Diversified LLC ★	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Engineered Spray Solutions, LLC	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			


153107CS--02-03 Epoxy Coating Method: Letter of Bondability					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B&J Linings, Inc.	First Offer -	1 / each		Y	Y

Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
VacVision Environmental LLC	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Select Environmental Services Inc.	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
TV Diversified LLC ★	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Engineered Spray Solutions, LLC	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

153107CS--02-04 Epoxy Coating Method: Price Schedule/Bid Form					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
B&J Linings, Inc.	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
VacVision Environmental LLC	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Select Environmental Services Inc.	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
TV Diversified LLC ★	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Engineered Spray Solutions, LLC	First Offer -	1 / each			Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

f TV Diversified LLC		\$1,924,350.00 (8/8 items)		
Bid Contact	Christopher Iacobelli ciacobelli@tvdiversified.com Ph 561-629-0475	Address	6397 Shadow Creek Village Circle Lake Worth, FL 33463	
Qualifications	IMMIGRATION LOCAL HIRING NO LOBBY PUBLIC ENTITY			
Agency Notes:		Supplier Notes:		Head Attch: 
f Engineered Spray Solutions, LLC		\$3,076,060.00 (8/8 items)		
Bid Contact	Shawn McCabe smccabe@ess-1.net Ph 863-577-4821	Address	1306 Banana Road Lakeland, FL 33810	
Qualifications	FL CBE IMMIGRATION LOCAL HIRING NO LOBBY PUBLIC ENTITY			
Bid Notes	Utilizing SprayWall Polyurethane Spray liner as specified in bids documents. Please note this product provides structural rehabilitation at 1/4" thickness and higher without the need for a cementitious laminate process.			
Agency Notes:		Supplier Notes:		Head

		Utilizing SprayWall Polyurethane Spray liner as specified in bids documents. Please note this product provides structural rehabilitation at 1/4" thickness and higher without the need for a cementitious laminate process.	Attach: 
Select Environmental Services Inc.		\$2,479,150.00	(7/8 items)
Bid Contact	Ron Wilkes rwilkes@selectenvironmentalsvs.com Ph 941-256-6072	Address	12221 N. US.Highway 301 Thonotosassa, FL 33592
Qualifications	IMMIGRATION LOCAL HIRING NO LOBBY PUBLIC ENTITY		
Agency Notes:		Supplier Notes:	
VacVision Environmental LLC		\$2,069,100.00	(7/8 items)
Bid Contact	Wesley Kingery ccorrigan@vortexcompanies.com Ph 813-626-0700	Address	10200 US Hwy 92 E Tampa, FL 33610
Qualifications	FL CBE IMMIGRATION LOCAL HIRING NO LOBBY PUBLIC ENTITY		
Agency Notes:		Supplier Notes:	
B&J Linings, Inc.		\$2,047,280.00	(7/8 items)
Bid Contact	Michael Farrar bjenterdig@earthlink.net Ph 239-567-1866	Address	6581 Slater Pines Dr North Fort Myers, FL 33917
Qualifications	FL CBE IMMIGRATION LOCAL HIRING NO LOBBY PUBLIC ENTITY		
Agency Notes:		Supplier Notes:	

* * All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

Manhole And Stormwater Structure Rehabilitation Contract
Bid #111426CS - Coating Method 1 - Cementitious
Bid Opening April 24, 2013

Bid Item No.	DESCRIPTION	EST. QTY.	Unit	Envirowaste Services Group, Inc.		VacVision Environmental, LLC		American Infrastructure		Select Environmental Services, Inc.		Rowland Inc.		JCC Enterprises and Labor		B and J Linings Inc.		Standard Cement Materials, Inc.	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
A1. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - CEMENTITIOUS																			
1	Cementitious Manhole Coat - 48" Diameter 1/2" Minimum Thickness	2,400	V.F.	\$69.00	\$165,600.00	\$100.00	\$240,000.00	\$130.00	\$312,000.00	\$120.35	\$288,840.00 *	\$175.00	\$420,000.00	\$185.00	\$444,000.00	\$168.50	\$404,400.00	\$199.00	\$477,600.00
2	Cementitious Manhole Coat - 48" Diameter 1" Minimum Thickness	900	V.F.	\$89.00	\$80,100.00	\$123.00	\$110,700.00	\$145.00	\$130,500.00	\$160.31	\$144,279.00 *	\$210.00	\$189,000.00	\$195.00	\$175,500.00	\$248.87	\$223,983.00	\$265.00	\$238,500.00
3	Cementitious Manhole Coat - 60" Diameter 1/2" Minimum Thickness	400	V.F.	\$80.00	\$32,000.00	\$135.00	\$54,000.00	\$160.00	\$64,000.00	\$142.46	\$56,984.00 *	\$220.00	\$88,000.00	\$200.00	\$80,000.00	\$201.67	\$80,668.00	\$268.00	\$107,200.00
4	Cementitious Manhole Coat - 60" Diameter 1" Minimum Thickness	200	V.F.	\$105.00	\$21,000.00	\$153.00	\$30,600.00	\$220.00	\$44,000.00	\$204.91	\$40,982.00 *	\$250.00	\$50,000.00	\$210.00	\$42,000.00	\$295.60	\$59,120.00	\$349.00	\$69,800.00
5	Structure/Box Culvert/Wetwell Cementitious Coating 1/2" Minimum Thickness	16,000	S.F.	\$5.00	\$80,000.00	\$10.00	\$160,000.00	\$9.00	\$144,000.00	\$9.58	\$153,280.00 *	\$11.00	\$176,000.00	\$9.00	\$144,000.00	\$16.50	\$264,000.00	\$18.00	\$288,000.00
6	Structure/Box Culvert/Wetwell Cementitious Coating 1" Minimum Thickness	8,000	S.F.	\$6.00	\$48,000.00	\$10.00	\$80,000.00	\$11.00	\$88,000.00	\$12.76	\$102,080.00 *	\$17.00	\$136,000.00	\$11.00	\$88,000.00	\$21.50	\$172,000.00	\$22.00	\$176,000.00
SUBTOTAL BID PRICE (A1) MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING-CEMENTITIOUS				\$426,700.00		\$675,300.00		\$782,500.00		\$786,445.00 *		\$1,059,000.00		\$973,500.00		\$1,204,171.00		\$1,357,100.00	
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR																			
26	Removal of Existing Manhole, Wetwell or Structure Lining System (Excluding T-Lock or Similar Liner)	5,000	S.F.	\$2.00	\$10,000.00	\$5.00	\$25,000.00	\$3.00	\$15,000.00	\$8.00	\$40,000.00	\$5.00	\$25,000.00	\$50.00	\$250,000.00	\$3.75	\$18,750.00	\$10.00	\$50,000.00
27	Removal of Existing Manhole, Wetwell or Structure T-Lock or Similar Lining System	2,000	S.F.	\$5.00	\$10,000.00	\$12.00	\$24,000.00	\$4.00	\$8,000.00	\$16.00	\$32,000.00	\$12.00	\$24,000.00	\$50.00	\$100,000.00	\$13.75	\$27,500.00	\$12.00	\$24,000.00
28	Patching and Profiling - Cementitious Grout Only	2,000	S.F.	\$6.00	\$12,000.00	\$2.00	\$4,000.00	\$6.00	\$12,000.00	\$5.00	\$10,000.00	\$2.50	\$5,000.00	\$10.00	\$20,000.00	\$15.40	\$30,800.00	\$19.00	\$38,000.00
29	Infiltration Control - Cementitious or Chemical Grout	1,000	GAL.	\$45.00	\$45,000.00	\$8.00	\$8,000.00	\$60.00	\$60,000.00	\$70.00	\$70,000.00	\$50.00	\$50,000.00	\$50.00	\$50,000.00	\$15.25	\$15,250.00	\$490.00	\$490,000.00
30	Bonding Compound	200	GAL.	\$30.00	\$6,000.00	\$40.00	\$8,000.00	\$18.00	\$3,600.00	\$15.00	\$3,000.00	\$20.00	\$4,000.00	\$50.00	\$10,000.00	\$58.00	\$11,600.00	\$450.00	\$90,000.00
31	Bench and Invert Channel Repair	100	L.F.	\$65.00	\$6,500.00	\$80.00	\$8,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$50.00	\$5,000.00	\$120.00	\$12,000.00	\$250.00	\$25,000.00
32	Chimney Repairs	100	V.F.	\$40.00	\$4,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$75.00	\$7,500.00	\$250.00	\$25,000.00	\$200.00	\$20,000.00	\$100.00	\$10,000.00	\$250.00	\$25,000.00
33	Chimney Replacement	100	V.F.	\$75.00	\$7,500.00	\$100.00	\$10,000.00	\$400.00	\$40,000.00	\$600.00	\$60,000.00	\$400.00	\$40,000.00	\$400.00	\$40,000.00	\$500.00	\$50,000.00	\$1,800.00	\$180,000.00
34	Manhole/Structure Rim and Cover Replacement - Paved Areas	90	EA	\$625.00	\$56,250.00	\$700.00	\$63,000.00	\$975.00	\$87,750.00	\$1,000.00	\$90,000.00	\$850.00	\$76,500.00	\$500.00	\$45,000.00	\$1,100.00	\$99,000.00	\$2,200.00	\$198,000.00
35	Manhole/Structure Rim and Cover Replacement - Grassed Areas	10	EA	\$585.00	\$5,850.00	\$500.00	\$5,000.00	\$375.00	\$3,750.00	\$900.00	\$9,000.00	\$700.00	\$7,000.00	\$500.00	\$5,000.00	\$625.00	\$6,250.00	\$1,500.00	\$15,000.00
36	Seam Extrusion Welding	10	LF	\$500.00	\$5,000.00	\$50.00	\$500.00	\$350.00	\$3,500.00	\$500.00	\$5,000.00	\$300.00	\$3,000.00	\$500.00	\$5,000.00	\$120.00	\$1,200.00	\$500.00	\$5,000.00
37	Fusion Welding of Pipe Boot	5	EA	\$250.00	\$1,250.00	\$100.00	\$500.00	\$1,100.00	\$5,500.00	\$1,200.00	\$6,000.00	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00	\$1,200.00	\$6,000.00	\$2,800.00	\$14,000.00
38	Install Rain Water Protector	50	EA	\$75.00	\$3,750.00	\$50.00	\$2,500.00	\$150.00	\$7,500.00	\$85.00	\$4,250.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$140.00	\$7,000.00	\$795.00	\$39,750.00
SUBTOTAL BID PRICE (B) MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR				\$173,100.00		\$168,500.00		\$266,600.00		\$346,750.00		\$279,500.00		\$557,500.00		\$295,350.00		\$1,193,750.00	
C. CLEANING, TELEVISIONING, AND ASSESSMENT																			
39	Cleaning Sewer Manholes	600	EA	\$75.00	\$45,000.00	\$60.00	\$36,000.00	\$50.00	\$30,000.00	\$75.00	\$45,000.00	\$75.00	\$45,000.00	\$150.00	\$90,000.00	\$400.00	\$240,000.00	\$155.00	\$93,000.00
40	Cleaning Stormwater Structures	300	EA	\$150.00	\$45,000.00	\$100.00	\$30,000.00	\$200.00	\$60,000.00	\$75.00	\$22,500.00	\$75.00	\$22,500.00	\$200.00	\$60,000.00	\$600.00	\$180,000.00	\$155.00	\$46,500.00
41	Cleaning Wetwells	20	EA	\$830.00	\$16,600.00	\$1,300.00	\$26,000.00	\$500.00	\$10,000.00	\$1,500.00	\$30,000.00	\$500.00	\$10,000.00	\$450.00	\$9,000.00	\$800.00	\$16,000.00	\$6,950.00	\$139,000.00
42	Televising (DVD)/Photographs (CD) Sewer Manholes	600	EA	\$15.00	\$9,000.00	\$30.00	\$18,000.00	\$50.00	\$30,000.00	\$10.00	\$6,000.00	\$110.00	\$66,000.00	\$75.00	\$45,000.00	\$25.00	\$15,000.00	\$100.00	\$60,000.00
43	Televising (DVD)/Photographs (CD) Stormwater Structures	300	EA	\$15.00	\$4,500.00	\$30.00	\$9,000.00	\$60.00	\$18,000.00	\$10.00	\$3,000.00	\$110.00	\$33,000.00	\$100.00	\$30,000.00	\$25.00	\$7,500.00	\$100.00	\$30,000.00
44	Televising (DVD)/Photographs (CD) Wetwells	20	EA	\$50.00	\$1,000.00	\$200.00	\$4,000.00	\$75.00	\$1,500.00	\$10.00	\$200.00	\$650.00	\$13,000.00	\$400.00	\$8,000.00	\$25.00	\$500.00	\$290.00	\$5,800.00
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING, AND ASSESSMENT				\$121,100.00		\$123,000.00		\$149,500.00		\$106,700.00		\$189,500.00		\$242,000.00		\$459,000.00		\$374,300.00	
D. ANCILLARY SERVICES																			
45	Bypass Pumping - 4" Pump	10	DAY	\$100.00	\$1,000.00	\$50.00	\$500.00	\$250.00	\$2,500.00	\$1,100.00	\$11,000.00	\$550.00	\$5,500.00	\$250.00	\$2,500.00	\$600.00	\$6,000.00	\$2,000.00	\$20,000.00
46	Bypass Pumping - 6" Pump	10	DAY	\$1,000.00	\$10,000.00	\$400.00	\$4,000.00	\$1,200.00	\$12,000.00	\$1,500.00	\$15,000.00	\$675.00	\$6,750.00	\$500.00	\$5,000.00	\$700.00	\$7,000.00	\$2,200.00	\$22,000.00
47	Bypass Pumping - 8" Pump	10	DAY	\$1,500.00	\$15,000.00	\$500.00	\$5,000.00	\$1,900.00	\$19,000.00	\$2,000.00	\$20,000.00	\$1,000.00	\$10,000.00	\$2,500.00	\$25,000.00	\$1,000.00	\$10,000.00	\$2,500.00	\$25,000.00
48	Maintenance of Traffic - Arterial	10	EA	\$500.00	\$5,000.00	\$100.00	\$1,000.00	\$600.00	\$6,000.00	\$500.00	\$5,000.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$2,385.00	\$23,850.00	\$4,000.00	\$40,000.00
49	Maintenance of Traffic - FDOT	10	EA	\$750.00	\$7,500.00	\$250.00	\$2,500.00	\$900.00	\$9,000.00	\$1,200.00	\$12,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$2,820.00	\$28,200.00	\$5,000.00	\$50,000.00
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES				\$38,500.00		\$13,000.00		\$48,500.00		\$63,000.00		\$29,750.00		\$40,000.00		\$75,050.00		\$157,000.00	
SUMMARY OF BID ITEMS				Envirowaste Services Group, Inc.		VacVision Environmental, LLC		American Infrastructure		Select Environmental Services, Inc.		Rowland Inc.		JCC Enterprises and Labor		B and J Linings Inc.		Standard Cement Materials, Inc.	
SUBTOTAL BID PRICE (A1) - MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING-CEMENTITIOUS (Sum Items 1-6)				\$426,700.00		\$675,300.00		\$782,500.00		\$786,445.00 *		\$1,059,000.00		\$973,500.00		\$1,204,171.00		\$1,357,100.00	
SUBTOTAL BID PRICE (B) - MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR (Sum Items 26-38)				\$173,100.00		\$168,500.00		\$266,600.00		\$346,750.00		\$279,500.00		\$557,500.00		\$295,350.00		\$1,193,750.00	
SUBTOTAL BID PRICE (C) - CLEANING, TELEVISIONING, AND ASSESSMENT (Sum Items 39-44)				\$121,100.00		\$123,000.00		\$149,500.00		\$106,700.00		\$189,500.00		\$242,000.00		\$459,000.00		\$374,300.00	
SUBTOTAL BID PRICE (D) - ANCILLARY SERVICES (Sum Items 45-49)				\$38,500.00		\$13,000.00		\$48,500.00		\$63,000.00		\$29,750.00		\$40,000.00		\$75,050.00		\$157,000.00	
TOTAL BID PRICE - COATING METHOD 1 - CEMENTITIOUS (Sum A1 + B + C + D)				\$759,400.00		\$979,800.00		\$1,247,100.00		\$1,302,895.00 *		\$1,557,750.00		\$1,813,000.00		\$2,033,571.00		\$3,082,150.00	

Manhole And Stormwater Structure Rehabilitation Contract
Bid #111426CS - Coating Method 3 - Epoxy
Bid Opening April 24, 2013

Bid Item No.	DESCRIPTION	EST. QTY.	Unit	VacVision Enrionmental, LLC		Layne InLiner, LLC		Select Environmental Services, Inc.		GML Coatings, LLC		B&J Linings, Inc		JCC Enterprises and Labor, Inc.		Standard Cement Materials, Inc.	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
A3. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - EPOXY																	
16	125 Mil Epoxy Resin Based Coating 48" Diameter - 1/4" Minimum Cementitious Buildup Thickness	2,400	V.F.	\$190.00	\$456,000.00	\$200.00	\$480,000.00	\$246.06	\$590,544.00 *	\$245.00	\$588,000.00	\$247.72	\$594,528.00	\$210.00	\$504,000.00	\$399.00	\$957,600.00
17	125 Mil Epoxy Resin Based Coating 48" Diameter - 1/2" Minimum Cementitious Buildup Thickness	600	V.F.	\$210.00	\$126,000.00	\$235.00	\$141,000.00	\$266.04	\$159,624.00 *	\$270.00	\$162,000.00	\$276.65	\$165,990.00	\$220.00	\$132,000.00	\$399.00	\$239,400.00
18	125 Mil Epoxy Resin Based Coating 48" Diameter - 1" Minimum Cementitious Buildup Thickness	300	V.F.	\$250.00	\$75,000.00	\$290.00	\$87,000.00	\$246.06	\$73,818.00 *	\$290.00	\$87,000.00	\$334.51	\$100,353.00	\$350.00	\$105,000.00	\$465.00	\$139,500.00
19	125 Mil Epoxy Resin Based Coating 60" Diameter - 1/4" Minimum Cementitious Buildup Thickness	300	V.F.	\$220.00	\$66,000.00	\$245.00	\$73,500.00	\$338.89	\$101,667.00 *	\$310.00	\$93,000.00	\$320.44	\$96,132.00	\$260.00	\$78,000.00	\$490.00	\$147,000.00
20	125 Mil Epoxy Resin Based Coating 60" Diameter - 1/2" Minimum Cementitious Buildup Thickness	200	V.F.	\$260.00	\$52,000.00	\$290.00	\$58,000.00	\$324.53	\$64,906.00 *	\$340.00	\$68,000.00	\$348.70	\$69,740.00	\$290.00	\$58,000.00	\$498.00	\$99,600.00
21	125 Mil Epoxy Resin Based Coating 60" Diameter - 1" Minimum Cementitious Buildup Thickness	100	V.F.	\$290.00	\$29,000.00	\$365.00	\$36,500.00	\$386.98	\$38,698.00 *	\$365.00	\$36,500.00	\$381.50	\$38,150.00	\$300.00	\$30,000.00	\$595.00	\$59,500.00
22	125 Mil Structure/Box Culvert/Wetwell Epoxy Resin Based Coating - 1/4" Minimum Cementitious Buildup Thickness	12,000	S.F.	\$15.00	\$180,000.00	\$14.00	\$168,000.00	\$17.27	\$207,240.00 *	\$16.50	\$198,000.00	\$17.75	\$213,000.00	\$18.00	\$216,000.00	\$31.00	\$372,000.00
23	125 Mil Structure/Box Culvert/Wetwell Epoxy Resin Based Coating - 1/2" Minimum Cementitiuos Buildup Thickness	7,000	S.F.	\$17.00	\$119,000.00	\$16.75	\$117,250.00	\$16.54	\$115,780.00 *	\$18.50	\$129,500.00	\$20.75	\$145,250.00	\$24.00	\$168,000.00	\$35.00	\$245,000.00
24	125 Mil Structure/Box Culvert/Wetwell Epoxy Resin Based Coating - 1" Minimum Cementitious Buildup Thickness	5,000	S.F.	\$22.00	\$110,000.00	\$21.50	\$107,500.00	\$19.72	\$98,600.00 *	\$22.00	\$110,000.00	\$25.50	\$127,500.00	\$30.00	\$150,000.00	\$39.00	\$195,000.00
25	125 Mil Thickness Variance	10,000	S.F.	\$8.00	\$80,000.00	\$8.00	\$80,000.00	\$9.28	\$92,800.00 *	\$6.25	\$62,500.00	\$7.59	\$75,900.00	\$21.00	\$210,000.00	\$34.00	\$340,000.00
SUBTOTAL BID PRICE (A3) MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING-EPOXY				\$1,293,000.00		\$1,348,750.00		\$1,543,677.00 *		\$1,534,500.00		\$1,626,543.00		\$1,651,000.00		\$2,794,600.00	
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR																	
26	Removal of Existing Manhole, Wetwell or Structure Lining System (Excluding T-Lock or Similar Liner)	5,000	S.F.	\$5.00	\$25,000.00	\$4.50	\$22,500.00	\$8.00	\$40,000.00	\$6.00	\$30,000.00	\$3.75	\$18,750.00	\$50.00	\$250,000.00	\$10.00	\$50,000.00
27	Removal of Existing Manhole, Wetwell or Structure T-Lock or Similar Lining System	2,000	S.F.	\$12.00	\$24,000.00	\$10.00	\$20,000.00	\$16.00	\$32,000.00	\$8.00	\$16,000.00	\$13.75	\$27,500.00	\$50.00	\$100,000.00	\$12.00	\$24,000.00
28	Patching and Profiling - Cementitious Grout Only	2,000	S.F.	\$2.00	\$4,000.00	\$6.00	\$12,000.00	\$5.00	\$10,000.00	\$12.00	\$24,000.00	\$15.40	\$30,800.00	\$10.00	\$20,000.00	\$19.00	\$38,000.00
29	Infiltration Control - Cementitious or Chemical Grout	1,000	GAL.	\$8.00	\$8,000.00	\$25.00	\$25,000.00	\$70.00	\$70,000.00	\$45.00	\$45,000.00	\$15.25	\$15,250.00	\$50.00	\$50,000.00	\$490.00	\$490,000.00
30	Bonding Compound	200	GAL.	\$40.00	\$8,000.00	\$110.00	\$22,000.00	\$15.00	\$3,000.00	\$40.00	\$8,000.00	\$58.00	\$11,600.00	\$50.00	\$10,000.00	\$450.00	\$90,000.00
31	Bench and Invert Channel Repair	100	L.F.	\$80.00	\$8,000.00	\$70.00	\$7,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$120.00	\$12,000.00	\$50.00	\$5,000.00	\$250.00	\$25,000.00
32	Chimney Repairs	100	V.F.	\$100.00	\$10,000.00	\$210.00	\$21,000.00	\$75.00	\$7,500.00	\$150.00	\$15,000.00	\$100.00	\$10,000.00	\$200.00	\$20,000.00	\$250.00	\$25,000.00
33	Chimney Replacement	100	V.F.	\$100.00	\$10,000.00	\$1,370.00	\$137,000.00	\$600.00	\$60,000.00	\$550.00	\$55,000.00	\$500.00	\$50,000.00	\$400.00	\$40,000.00	\$1,800.00	\$180,000.00
34	Manhole/Structure Rim and Cover Replacement - Paved Areas	90	EA	\$700.00	\$63,000.00	\$1,850.00	\$166,500.00	\$1,000.00	\$90,000.00	\$950.00	\$85,500.00	\$1,100.00	\$99,000.00	\$500.00	\$45,000.00	\$2,200.00	\$198,000.00
35	Manhole/Structure Rim and Cover Replacement - Grassed Areas	10	EA	\$500.00	\$5,000.00	\$1,100.00	\$11,000.00	\$900.00	\$9,000.00	\$600.00	\$6,000.00	\$625.00	\$6,250.00	\$500.00	\$5,000.00	\$1,500.00	\$15,000.00
36	Seam Extrusion Welding	10	LF	\$50.00	\$500.00	\$30.00	\$300.00	\$500.00	\$5,000.00	\$200.00	\$2,000.00	\$120.00	\$1,200.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
37	Fusion Welding of Pipe Boot	5	EA	\$100.00	\$500.00	\$100.00	\$500.00	\$1,200.00	\$6,000.00	\$1,500.00	\$7,500.00	\$1,200.00	\$6,000.00	\$500.00	\$2,500.00	\$2,800.00	\$14,000.00
38	Install Rain Water Protector	50	EA	\$50.00	\$2,500.00	\$50.00	\$2,500.00	\$85.00	\$4,250.00	\$55.00	\$2,750.00	\$140.00	\$7,000.00	\$100.00	\$5,000.00	\$795.00	\$39,750.00
SUBTOTAL BID PRICE (B) MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR				\$168,500.00		\$447,300.00		\$346,750.00		\$306,750.00		\$295,350.00		\$557,500.00		\$1,193,750.00	
C. CLEANING, TELEVISIONING, AND ASSESSMENT																	
39	Cleaning Sewer Manholes	600	EA	\$60.00	\$36,000.00	\$80.00	\$48,000.00	\$75.00	\$45,000.00	\$115.00	\$69,000.00	\$400.00	\$240,000.00	\$150.00	\$90,000.00	\$155.00	\$93,000.00
40	Cleaning Stormwater Structures	300	EA	\$100.00	\$30,000.00	\$120.00	\$36,000.00	\$75.00	\$22,500.00	\$115.00	\$34,500.00	\$600.00	\$180,000.00	\$200.00	\$60,000.00	\$155.00	\$46,500.00
41	Cleaning Wetwells	20	EA	\$1,300.00	\$26,000.00	\$600.00	\$12,000.00	\$1,500.00	\$30,000.00	\$900.00	\$18,000.00	\$800.00	\$16,000.00	\$450.00	\$9,000.00	\$6,950.00	\$139,000.00
42	Televising (DVD)/Photographs (CD) Sewer Manholes	600	EA	\$30.00	\$18,000.00	\$90.00	\$54,000.00	\$10.00	\$6,000.00	\$122.00	\$73,200.00	\$25.00	\$15,000.00	\$75.00	\$45,000.00	\$100.00	\$60,000.00
43	Televising (DVD)/Photographs (CD) Stormwater Structures	300	EA	\$30.00	\$9,000.00	\$90.00	\$27,000.00	\$10.00	\$3,000.00	\$122.00	\$36,600.00	\$25.00	\$7,500.00	\$100.00	\$30,000.00	\$100.00	\$30,000.00
44	Televising (DVD)/Photographs (CD) Wetwells	20	EA	\$200.00	\$4,000.00	\$180.00	\$3,600.00	\$10.00	\$200.00	\$750.00	\$15,000.00	\$25.00	\$500.00	\$400.00	\$8,000.00	\$290.00	\$5,800.00
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING, AND ASSESSMENT				\$123,000.00		\$180,600.00		\$106,700.00		\$246,300.00		\$459,000.00		\$242,000.00		\$374,300.00	
D. ANCILLARY SERVICES																	
45	Bypass Pumping - 4" Pump	10	DAY	\$50.00	\$500.00	\$1,500.00	\$15,000.00	\$1,100.00	\$11,000.00	\$1,150.00	\$11,500.00	\$600.00	\$6,000.00	\$250.00	\$2,500.00	\$2,000.00	\$20,000.00
46	Bypass Pumping - 6" Pump	10	DAY	\$400.00	\$4,000.00	\$2,000.00	\$20,000.00	\$1,500.00	\$15,000.00	\$1,335.00	\$13,350.00	\$700.00	\$7,000.00	\$500.00	\$5,000.00	\$2,200.00	\$22,000.00
47	Bypass Pumping - 8" Pump	10	DAY	\$500.00	\$5,000.00	\$3,000.00	\$30,000.00	\$2,000.00	\$20,000.00	\$1,845.00	\$18,450.00	\$1,000.00	\$10,000.00	\$2,500.00	\$25,000.00	\$2,500.00	\$25,000.00
48	Maintenance of Traffic - Arterial	10	EA	\$100.00	\$1,000.00	\$150.00	\$1,500.00	\$500.00	\$5,000.00	\$2,500.00	\$25,000.00	\$2,385.00	\$23,850.00	\$250.00	\$2,500.00	\$4,000.00	\$40,000.00
49	Maintenance of Traffic - FDOT	10	EA	\$250.00	\$2,500.00	\$300.00	\$3,000.00	\$1,200.00	\$12,000.00	\$2,500.00	\$25,000.00	\$2,820.00	\$28,200.00	\$500.00	\$5,000.00	\$5,000.00	\$50,000.00
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES						\$13,000.00		\$69,500.00		\$63,000.00		\$93,300.00		\$75,050.00		\$40,000.00	
SUMMARY OF BID ITEMS				VacVision Enrionmental, LLC		Layne InLiner, LLC		Select Environmental Services, Inc.		GML Coatings, LLC		B&J Linings, Inc		JCC Enterprises and Labor, Inc.		Standard Cement Materials, Inc.	
SUBTOTAL BID PRICE (A3) - MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING-EPOXY (Sum Items 16-25)				\$1,293,000.00		\$1,348,750.00		\$1,543,677.00 *		\$1,534,500.00		\$1,626,543.00		\$1,651,000.00		\$2,794,600.00	
SUBTOTAL BID PRICE (B) - MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR (Sum Items 26-38)				\$168,500.00		\$447,300.00		\$346,750.00		\$306,750.00		\$295,350.00		\$557,500.00		\$1,193,750.00	
SUBTOTAL BID PRICE (C) - CLEANING, TELEVISIONING, AND ASSESSMENT (Sum Items 39-44)				\$123,000.00		\$180,600.00		\$106,700.00		\$246,300.00		\$459,000.00		\$242,000.00		\$374,300.00	
SUBTOTAL BID PRICE (D) - ANCILLARY SERVICES (Sum Items 45-49)				\$13,000.00		\$69,500.00		\$63,000.00		\$93,300.00		\$75,050.00		\$40,000.00		\$157,000.00	
TOTAL BID PRICE - COATING METHOD 3 - EPOXY (Sum A3 + B + C + D)				\$1,597,500.00		\$2,046,150.00		\$2,060,127.00 *		\$2,180,850.00		\$2,455,943.00		\$2,490,500.00		\$4,519,650.00	

Contract: 2016-200
Date: 3/8/16

UNIT PRICE CONTRACT

Contract for **Sanitary/Stormwater Manhole and Structure Rehabilitation - Epoxy Coating, Bid #153107CS**

This Contract made and entered into this day MARCH 8, 2016, by and between T.V. Diversified, LLC, a Florida limited liability company hereinafter called the 'Contractor' and Sarasota County, a political subdivision of the State of Florida, hereinafter called the 'County.'

WITNESSETH:

I. Construction Materials, Services, and Labor: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the money consideration hereinafter recited, the Contractor shall furnish all the labor, services and materials for the construction of **Sanitary/ Stormwater Manhole and Structure Rehabilitation - Epoxy Coating, Bid #153107CS**. All work and labor shall be done in accordance with the plans and specifications on file with the Sarasota County Engineer, as listed in Article III, receipt of which is hereby acknowledged and which plans and specifications are made a part of the Contract, the same as though they were set forth at length herein and by reference hereto made a part hereof.

II. Contract Amount and Work Assignment Price:
Contractor understands that the County may award more than one Contract for the Work as outlined in the Contract specifications. The cumulative total for all Work Assignments issued under each Contract shall not exceed the Contract amount indicated below as selected for this Contract.
That Contract Amount for all Work Assignments for a three-year period, in a total amount not to exceed \$4,500,000, limited to \$ \$1,500,000.00 per fiscal year
Four Million Five Hundred Thousand Dollars and No Cents for the three-year period.

(Contract price in words)

In consideration of the work, labor, services and materials to be furnished by the Contractor, in accordance with said plans and specifications, the County agrees to pay to the Contractor, upon the completion and acceptance thereof by the County, or its duly authorized agent, the not to exceed amount derived from the agreed to extended bid line item prices. The total Contract amount set forth above is an estimate based upon anticipated Work Assignments for all said Contracts. However, the Contractor understands and acknowledges that no minimum amount of work is guaranteed under this Contract.

This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three (3) years. At the conclusion of three (3) years, the Contract may be renewed for two (2) additional successive one (1) year terms, subject to written agreement by both parties, unless a notice of termination is provided by either party no less than ninety (90) days in advance of the annual renewal date each year.

Adherence to **Bid #153107CS**, terms and conditions as accepted by the Contractor shall continue for a total of up to five (5) years or the expenditure of available funds, whichever comes first.

Contract: _____

Date: _____

The County's performance and obligation to pay under this Contract is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

III. Contract Documents: The Contract Documents, which comprise the entire Contract between County and Contractor and which are made a part hereof by this reference, consist of the following:

1. Table of Contents
2. Invitation for Bids
3. General Terms and Conditions of Solicitations
4. Bid Form
5. Sworn Statement, Florida Trench Safety Act
6. Contractor's Qualification Forms (FDOT & Non-FDOT)
7. Stored Materials Affidavit
8. Letter of Bondability
9. Performance and Payment Bond and Power of Attorney
10. Consent of Surety to Final Payment
11. Insurance Certificates
12. Contractor's Final Affidavit and Release of Lien
13. General Conditions
14. Technical Specifications
15. EPA Stormwater Management Guide
16. Florida Statute 556, Underground Facility Damage Prevention and Safety Act
17. All addenda issued before the bid opening date
18. All Work Assignments inclusive of Project Drawings, Specifications and addenda
19. Work Assignment Purchase Orders
20. Work Assignment Notice(s) to Proceed Issued By the Administrative Agent
21. All Modifications inclusive of all Contract and Project Change Orders (IFCA) Contingency Allowances Issued

In the event of any conflict among or between Contract Documents, the more specific provision shall control.

IV. Performance and Payment Bond: A Performance and Payment Bond will be required on Work Assignments having an initial total of \$200,000 or more. If required, the Contractor shall furnish to the County, prior to the commencement of operations hereunder, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the Work Assignment price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County shall reimburse the Contractor for the actual cost of the Performance and Payment Bond whose cost shall be delineated on the Work Assignment form. The County will only accept a Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better for Bids requiring bonds of \$500,000 or greater, or 'B+' (Very Good) or better for Bids requiring a bond of less than \$500,000. Said bond shall be subject to the approval of the Board of County Commissioners of Sarasota County, Florida.

V. Insurance: Before performing any Contract work, a Contractor shall procure and maintain during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary, written on forms acceptable to

Contract: _____

Date: _____

the County, placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida, and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by Sarasota County Risk Management.

1. **Workers' Compensation:** CONTRACTOR will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this contract, as required by the laws of the state where the contractor is domiciled. Florida Contractors must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, **AND** Employer's Liability with limits of not less than **\$100,000** per employee per accident, **\$500,000** disease aggregate, and **\$100,000** per employee per disease. If applicable, coverage for the **Jones Act and Longshore Harbor Workers Exposures must also be included.** ****NOTE**** Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and qualify for the County waiver.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Blvd., 4th Floor, Sarasota, FL 34236.

2. **Commercial General Liability:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, watercraft, if under 26 feet and Ocean Marine if over, and personal injury with limits of not less than **\$1,000,000** each occurrence, covering all work performed under this Contract.
3. **Business Automobile Liability:** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** each accident covering all work performed under this Contract.

Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

4. **Umbrella Liability:** With limits of not less than **\$2,000,000** each occurrence covering all work performed under this Contract.
5. **Hazardous Materials Insurance:** For the purpose of this section, the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Contract, no further work is to be performed in the area of the hazardous material until County Risk Management has been consulted as to the potential need to

Contract: _____

Date: _____

procure and maintain any or all of the following coverage through an addendum to the Contract:

- a. **Contractors Pollution Liability:** For sudden and gradual occurrences and in an amount no less than **\$1,000,000** per claim and **\$1,000,000** in the aggregate arising out of work performed under this contract, including but not limited to, all hazardous materials identified under the contract.
- b. **Asbestos Liability:** For sudden and gradual occurrences and in an amount no less than **\$1,000,000** per claim and **\$1,000,000** in the aggregate arising out of work performed under this contract.
- c. **Disposal:** When applicable, the Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than **\$3,000,000** per claim and **\$3,000,000** in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and **\$6,000,000** in the aggregate.
- d. **Hazardous Waste Transportation:** When applicable, the Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than **\$1,000,000** annual aggregate and provide a valid EPA identification number.

******* Note: Certificates of Insurance shall clearly state the hazardous material exposure work being performed under the Contract. *******

POLICY FORM

1. Unless specific approval is given, all policies required by this contract with the exception of Professional Liability and Workers' Compensation are to be written on an occurrence basis. Commercial General Liability policies shall name Sarasota County Government as additional insured as their interest may appear under this contract.
2. Insurance requirements itemized in this contract and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to County Risk Management.
4. The County shall retain the right to review, at any time, coverage, form, and amount of insurance.

Contract: _____

Date: _____

5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this contract.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 4th Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by County Risk Management before the Contractor will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's/sub-Contractor's/Consultant's insurance company and County Risk Management as soon as practicable after notice to the insured.
10. The Certificate of Insurance must include the following:
 - a. In the "Description of Operations/Special Provisions" section:
 - Sarasota County Government is named as an additional insured, as their interests may appear on Commercial General Liability.
 - Note: ACORD 2009 edition can use "X" for General Liability Additional Insured inclusion.
 - b. In the "Certificate Holder" section:
 Sarasota County Government

 Attn: Risk Management
 1660 Ringling Blvd., 4th floor
 Sarasota, FL 34236

VI. Contractor's Affidavit: When all Work contemplated by the Contract has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit as required by the Construction Lien Law, Florida Statutes Ch. 713. Signed Release of Lien may also be required by the County at its option.

Contract: _____

Date: _____

VII. Price Adjustments: Prices shall remain firm for the first twelve-month base Contract term.

1. Requested price changes for the remaining terms will be adjusted using the Bureau of Labor Statistics Consumer Price Index (CPI-U), U.S.A. 1982-84 equals 100. To calculate the inflation rate, the prior year's index is subtracted from the current years index, then divided by the prior year's index, and this number is multiplied by 100 to generate the percentage of adjustment.
 - a) If, on the anniversary date, the index shows a change from the index of the previous year, this percentage, not to exceed 4% annually, will be used to adjust the Contract unit prices.

VIII. Payment:

1. For Work Assignments of less than 90 days duration and less than \$100,000.00 dollars in value. Upon completion and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon his application for all services or work completed or materials furnished in accordance with the Work Assignment.
2. For Work Assignments greater than 90 days duration but less than \$100,000.00 dollars in value: Upon certification and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon his application for all services or work completed or materials furnished in accordance with the Contract. Prior to completion, monthly payments shall not exceed 80% of the value of the materials furnished or services and work completed up to the time of said application. The Contractor must update each new request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the County or its duly authorized agent of all work, materials or services required under this Work Assignment.
3. For Work Assignments greater than \$100,000.00 in value: Upon certification and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon his application for all services or work completed or materials furnished in accordance with the Contract. All pay requests must be submitted on diskette, with a hard copy attached, and in a form satisfactory to the Clerk of Court who initiates disbursements. Prior to substantial completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less an amount retained as shown on the "Retainage Table" of **General Conditions 13.2.1 Retainage**. Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the County if, in the sole opinion of the County, sufficient progress on the schedule has been accomplished, all Notices of Lien have been resolved, and the County has retained adequate retainage for the final completion of the Project and all estimated liquidated damages. The County shall inform the Contractor's Surety of any reduction in retainage. Contractors must update each new pay request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the County or its duly authorized agent of all work, materials or services required under this Contract.

Contract: _____

Date: _____

- a. Monthly pay requests shall be submitted each month on the anniversary date of the Notice to Proceed.
- b. Monthly pay requests for less than \$200 are not acceptable and will not be processed, except for a final pay request.

IX. Invoicing: All invoices must be mailed or delivered to the Sarasota County Finance Department, Post Office Box 8, Sarasota FL 34230-0008. Invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the vendor for correction and resubmission. Vendors shall not perform any service or provide products until they have been issued a purchase order number.

X. Time for Performance: Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date both the Project Purchase Order and the Work Assignment's Notice to Proceed have been issued. Contractor also agrees no work will begin prior to such date, and that all work to be performed under the provisions of the Work Assignment shall be **completed to Substantial Completion** within the time frame specified in each individual Work Assignment, and additional 30 calendar days to Final Acceptance, subject only to delays caused through no fault of the Contractor or acts of God.

XI. Liability of the Contractor: Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless Sarasota County government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This Section of the Contract will survive the completion or termination of the Contract.

XII. Changes: No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the Parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall control.

XIII. Liquidated Damages: The Parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the Parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in the Work Assignment documents exceeds the time(s) allowed therefore, shall be the amount(s) per day as stipulated in the Work Assignment, including Saturdays, Sundays, and legal holidays. The Parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein as specified in the Work Assignment(s). The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay

Contract: _____

Date: _____

will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion for each individual Work Assignment is delayed beyond the required date of Substantial Completion shall be **negotiated at the time of the Work Assignment between the Administrative Agent and the Contractor.** The amount of liquidated damages to be assessed for each calendar day that Final Acceptance for each individual Work Assignment is delayed beyond the required date of Final Acceptance shall be **25% of the Substantial Completion amount.**

XIV. Contractor's Representations: Contractor makes the following representations:

1. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
2. Contractor declares that he has reviewed the information provided in Section 14 of the bid documents, and other Contract Documents relative thereto and has read all the addenda furnished prior to the opening of bids, and that he has satisfied himself relative to the work performed.
3. Contractor has investigated and is fully informed of construction and labor conditions, potential obstructions to be encountered, character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans where supplied in the bid documents and other Contract Documents.
4. Contractor has given County 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 the Contractor.
5. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
6. Equal Opportunity: The Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
7. Public Entity Crimes: In accordance with §287.133, F.S., 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 or 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 §287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

XV. Entire Contract: These Contract Documents constitute the entire understanding and Contract between the parties and supersede any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matters of this Contract. The Contractor ~~recognizes that any representations, statements, or negotiations made by County~~

Contract: _____
Date: _____

staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the

Parties, their respective assigns, and successors in interest.

XVI. Notice Provision: Any notice or other communications concerning material changes to the Contract shall be sent via certified U.S. mail, return receipt requested, postage prepaid to the relevant address listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any Contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCA's (Interim Field Change Agreement) and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via facsimile, email, or U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:
print or type information

County's Administrative Agent:

Name Thomas V Vitale, Jr
Title Manager
Address 6397 Shadow Creek Village Cir
Lake Worth, FL 33463
Telephone 561-629-7087
Fax 561-433-3086
e-mail tomvitale@tvdiversified.com

Name John C. Chapman
Title Public Works Construction
Manager
Address 1001 Sarasota Center
Boulevard
Sarasota FL 34240
Telephone 941-861-0570
Fax 941-861-0589
e-mail jchapman@scgov.net

XVII. Waivers: Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the Parties, their successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

XVIII. Modifications: This Contract may be modified only by instrument in writing and signed by the Parties hereto as aforesaid.

XIX. Counterparts: This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

XX. No Third Party Rights: The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

XXI. Remedies: The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

XXII. Access To Records: Contractor, its employees and agents including all subcontractors, shall allow access to its records during normal business hours to the County, its employees, and agents.

XXIII. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

XXIV. Jurisdiction and Venue: Jurisdiction and venue for purposes of any legal action founded upon this Contract shall be in Sarasota County, Florida. This Contract shall be governed by the laws of the State of Florida.

There will be no arbitration on claims allegedly arising under this Contract between the County and the Contractor.

In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by mediation in Sarasota County, Florida under the Commercial Mediation Rules of the American Arbitration Association, before resorting to litigation. In the event such mediation does not result in a suitable resolution, then litigation will be used. The parties agree that in the event of litigation they waive any and all rights to a trial by jury.

XXV. Amount of Work: The contract amount set forth in Section II, above, is an estimate based upon anticipated Work Assignments. However, the Contractor understands and acknowledges that no minimum amount of work is guaranteed under this contract.

XXVI. Local Hiring Initiative: In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with CareerSource Suncoast (formerly known as Suncoast Workforce, Inc.), or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill-set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal the day and year first above-mentioned.

WITNESS:

T.V. Diversified, LLC:

Print name: Heather Crossman

Print name: Thomas V. Vitale, Jr

Signed by: Heather Crossman

Signed by: Thomas V Vitale Jr

Date: 02/25/2016

Title: Manager

Date: 02/25/2016

(SEAL)

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY FLORIDA

By: [Signature]

Chair

Date: 3/8/16

(SEAL)

ATTEST:

Karen E. Rushing, Clerk of Circuit
Court and Ex-Officio Clerk of the Board
of County Commissioners

By: [Signature]

Deputy Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: [Signature]

Deputy County Attorney

TRW



CERTIFICATE OF LIABILITY INSURANCE

TVDIV-1

OP ID: BJ

DATE (MM/DD/YYYY)
02/25/2016

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 McFarlin Insurance Agency, LLP 8325 Guilford Rd, Suite A Columbia, MD 21046 Dwight E. Crone		Phone: 410-312-7800 Fax: 410-312-7808	CONTACT NAME: Barbara Jacobs PHONE (A/C, No, Ext): 410-312-7800 FAX (A/C, No): 410-312-7808 E-MAIL ADDRESS: barb@mcfarlininsurance.com
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ins. Co. of the State of PA	
		INSURER B: Travelers	
		INSURER C: Cincinnati Specialty	
		INSURER D: Cincinnati Insurance Company	
		INSURER E: Northfield Insurance Company	
		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
C	<input checked="" type="checkbox"/> GENERAL LIABILITY			CSU0068782	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Emp Ben. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA-4E607651-15-SEL	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB			EXS0325618	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 062-71-6058	04/01/2015	04/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			QT6605942X61ATIL15	04/01/2015	04/01/2016	250,000
E	Inst'l Floater			WS230106	07/01/2015	07/01/2016	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re:Sanitary/Stormwater Manhole and Structure Rehabilitation - Epoxy Coating, Bid # 153107CS. Certificate holder is included as additional insured with a waiver of subrogation on the general liability.

CERTIFICATE HOLDER SARASOT Sarasota County Government Risk Management 1660 Ringling Blvd., 3rd Floor Sarasota, FL 34236	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
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CONSTRUCTION CONTRACT CONTRACT NO. 2014-308
BCC APPROVED 4/22/2014

Contract for **Manhole and Stormwater Structure Rehabilitation Contract - Bid #111426CS,**

This Contract made and entered into this day April 22, 2014, by and between
VacVision Environmental LLC, a Florida corporation

hereinafter called the 'Contractor' and Sarasota County, a political subdivision of the State of Florida,
hereinafter called the 'County'.

WITNESSETH

I. Construction Materials, Services, and Labor: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the money consideration hereinafter recited, the Contractor shall furnish all the labor, services and materials for the construction of **Manhole and Stormwater Structure Rehabilitation Contract - Bid #111426CS-Coating Method 1-Cementitious- Sewpercoat**. All work and labor shall be done in accordance with the plans and specifications on file with Sarasota County, as listed in Article III, receipt of which is hereby acknowledged and which plans and specifications are made a part of the Contract, the same as though they were set forth at length herein and by reference hereto made a part hereof.

II. Contract Amount and Work Assignment Price:
Contractor understands that the County may award more than one Contract for the Work as outlined in the Contract specifications; Coating Method 1-Cementitious-Manufacturer Sewpercoat. The cumulative total for all Work Assignments issued under each Contract shall not exceed the Contract amount for the coating method indicated below as selected for this Contract.

☒ Coating Method 1 - Cementitious- Sewpercoat

That Contract Amount for all Work Assignments shall not exceed \$ 1,250,000.00
per fiscal year

One million two hundred fifty thousand dollars and no cents per fiscal year
(Contract price in words)

In consideration of the work, labor, services and materials to be furnished by the Contractor, in accordance with said plans and specifications, the County agrees to pay to the Contractor, upon the completion and acceptance thereof by the County, or its duly authorized agent, the not to exceed amount derived from the agreed to extended bid line item prices. The total Contract amount set forth above is an estimate based upon anticipated Work Assignments for all said Contracts. However, the Contractor understands and acknowledges that no minimum amount of work is guaranteed under this Contract.

This Term Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three (3) years. This Term Contract may be renewed for up to two additional one year periods subject to written agreement of both parties, unless a notice of termination is provided by either party no less than ninety (90) days in advance of the annual renewal date each year. The Contractor shall adhere to the original bid terms and conditions for a total of up to five (5) years, or the cumulative expenditure of the total contract amount, whichever comes first.

III. Contract Documents (Contract): The Contract Documents, which comprise the entire Contract between County and Contractor and which are made a part hereof by this reference, consist of the following:

1. Table of Contents
2. Public Bid Disclosure Act Form
3. Invitation for Bids
4. Instructions, Terms, and Conditions
5. Bid Form
6. Status of Contracts On-Hand Report
7. Sworn Statement, Florida Trench Safety Act
9. Contractor's Qualification Forms (Methods 1, 2 & 3)
10. List of Subcontractors
11. Stored Materials Affidavit
12. Letter of Bondability
13. Performance and Payment Bond and Power of Attorney
14. Construction Contract
15. Insurance Certificates
16. Contractor's Final Affidavit and Release of Lien
17. General Conditions
18. Supplemental General Conditions
19. Technical Specifications
20. National Pollutant Elimination System (NPDES) Pollution Prevention Guidance
21. Florida Statute 556 Underground Facility Damage Prevention and Safety Act
22. All addenda issued before the bid opening date
23. All Work Assignments Inclusive of Project Drawings, Specifications and Addenda
24. Work Assignment Purchase Orders
25. Work Assignment Notice(s) to Proceed Issued By the Administrative Agent
26. All Modifications inclusive of all Contract and Project Change Orders (IFCA) Issued

In the event of any conflict among or between Contract Documents, the more specific provision shall control.

IV. Performance and Payment Bond: A Performance and Payment Bond will be required on Work Assignments having an initial total of \$200,000 or more. If required, The Contractor shall furnish to the County, prior to the commencement of operations hereunder, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the Work Assignment price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County shall reimburse the Contractor for the actual cost of the Performance and Payment Bond whose cost shall be delineated on the Work Assignment form. The County will only accept a

Performance and Payment Bond with an A.M. Best rating of 'A-' (Excellent) or better for Bids requiring bonds of \$500,000 or greater, or 'B+' (Very Good) or better for Bids requiring a bond of less than \$500,000. Said bond shall be subject to the approval of the Board of County Commissioners of Sarasota County, Florida.

- V. **Insurance:** Before performing any Contract work, a Contractor shall procure and maintain during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary, written on forms acceptable to the County, placed with insurance carriers approved and licensed by the Insurance

Department in the State of Florida, and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by Sarasota County Risk Management.

1. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required by the laws of the state where the Contractor is domiciled. Florida contractors must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, and Employer's Liability with limits of not less than **\$100,000** per employee per accident, **\$500,000** disease aggregate, and **\$100,000** per employee per disease. If applicable, coverage for the Jones Act and Longshoremen and Harbormasters Exposures must also be included. ****NOTE**** Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy, for all personnel on the worksite. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Boulevard 3rd Floor, Sarasota, FL 34236.

2. **Commercial General Liability:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, watercraft, if under 26 feet and Ocean Marine if over, and personal injury with limits of not less than **\$1,000,000** each occurrence, covering all work performed under this Contract.
3. **Business Automobile Liability:** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** each accident covering all work performed under this Contract.

Contractor further agrees coverage shall include liability for owned, non-owned, and hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Automobile Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

If the Contractor is shipping a product via common carrier, the Contractor shall be responsible for any loss or damage sustained in delivery/transit.

4. **Umbrella Liability:** With limits of not less than **\$2,000,000** each occurrence covering all work performed under this Contract.

5. **Hazardous Materials Insurance:** For the purpose of this section, the term "hazardous materials" includes all materials and substances which are now designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Contract, no further work is to be performed in the area of the hazardous material until County Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the Contract:
 - a. **Contractor's Pollution Liability:** For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract, including, but not limited to, all hazardous materials identified under the Contract.
 - b. **Asbestos Liability:** For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this Contract.
 - c. **Disposal:** When applicable, the Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
 - d. **Hazardous Waste Transportation:** When applicable, the Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.

******* Note: Certificates of Insurance shall clearly state the hazardous material exposure work being performed under the Contract. *******

Policy Form:

1. Unless specific approval is given, all policies required by this contract with the exception of Professional Liability and Workers' Compensation are to be written on an occurrence basis. Commercial General Liability policies shall name Sarasota County Government as additional insured as their interest may appear under this contract.
2. Insurance requirements itemized in this contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
3. Each insurance policy required by this contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability

- b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to County Risk Management.
4. The County shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this contract.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 4th Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by County Risk Management before the Contractor will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's/sub-Contractor's/Consultant's insurance company and County Risk Management as soon as practicable after notice to the insured.
10. The Certificate of Insurance must include the following:
 - a. In the "Description of Operations/Special Provisions" section:
 - Sarasota County Government is named as an additional insured, as their interests may appear on Commercial General Liability.
 - Note: ACORD 2009 edition can use "X" for General Liability Additional Insured inclusion.
 - b. In the "Certificate Holder" section:

Sarasota County Government
Attn: Risk Management
1660 Ringling Blvd., 4th floor
Sarasota, FL 34236

VI. Contractor's Affidavit: When all Work contemplated by the Contract has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit as required by the Construction Lien Law, Florida Statutes Chapter 713. Signed Release of Lien may

BID #1114260100

Bid # 111426CS

CONSTRUCTION CONTRACT

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also be required by the County at its option.

VII. Price Adjustments: Prices shall remain firm for the first twelve-month base Contract term.

1. Requested price changes for the remaining terms will be adjusted using the Bureau of Labor Statistics Consumer Price Index (CPI-U), U.S.A. 1982-84 equals 100. To calculate the inflation rate, the prior year's index is subtracted from the current years index, then divided by the prior year's index, and this number is multiplied by 100 to generate the percentage of adjustment.
 - a) If, on the anniversary date, the index shows a change from the index of the previous year, this percentage, not to exceed 4% annually, will be used to adjust the Contract unit prices.

VIII. Payment:

1. For Work Assignments of less than 90 days duration and less than \$100,000.00 dollars in value: Upon completion of the work, certification and approval by the County or its duly authorized agent, payment will be made to the Contractor upon his application for all services or work completed or materials furnished in accordance with the Work Assignment. No payment will be due or payable prior to completion.
2. For Work Assignments greater than 90 days duration but less than \$100,000.00 dollars in value: Upon certification and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon his application for all services or work completed or materials furnished in accordance with the Contract. Prior to completion, monthly payments shall not exceed 80% of the value of the materials furnished or services and work completed up to the time of said application. The Contractor must update each new request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the County or its duly authorized agent of all work, materials or services required under this Work Assignment.
3. For Work Assignments greater than \$100,000.00 in value: Upon certification and approval by the County or its duly authorized agent, monthly payments may be made to the Contractor upon his application for all services or work completed or materials furnished in accordance with the Contract. All pay requests must be submitted on diskette, with a hard copy attached, and in a form satisfactory to the Clerk of Court who initiates disbursements. Prior to substantial completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less an amount retained as shown on the "Retainage Table" of General Condition 13.2.1 Retainage. Retainage may be reduced upon issuance of the Certificate of Substantial Completion by the County if, in the sole opinion of the County, sufficient progress on the schedule has been accomplished, all Notices of Lien have been resolved, and the County has retained adequate retainage for the final completion of the Project and all estimated liquidated damages. The County shall inform the Contractor's

Surety of any reduction in retainage. Contractors must update each new pay request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the County or its duly authorized agent of all work, materials or services required under this Contract.

- a. Monthly pay requests shall be submitted each month on the anniversary date of the Notice to Proceed.
- b. Monthly pay requests for less than \$200 are not acceptable and will not be processed, except for a final pay request.

IX. Invoicing: All invoices must be mailed or delivered to the Sarasota County Finance Department, Post Office Box 8, Sarasota FL 34230-0008. Invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or

omissions will be returned to the vendor for correction and resubmission. Vendors shall not perform any service or provide products until they have been issued a purchase order number.

X. Time for Performance: Time is of the essence in the performance of this Contract. The Contractor specifically agrees that they will commence operations on the date specified in each Work Assignment's Notice to Proceed, and that all work to be performed under the provisions of the Work Assignment shall be **completed** to Substantial Completion within the time frame specified in each Individual Work Assignment, and additional 30 days to Final Acceptance, subject only to delays caused through no fault of the Contractor or acts of God.

XI. Liability of the Contractor: Pursuant to F.S.S. 725.06(2), the Contractor shall indemnify and hold harmless Sarasota County government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

This Section of the Contract will survive the completion or termination of the Contract.

XII. Changes: No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the Parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall control.

XIII. Liquidated Damages: The Parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the Parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in the Work Assignment documents exceeds the time(s) allowed therefore, shall be the amount(s) per day as stipulated in the Work Assignment, including Saturdays, Sundays, and legal holidays. The Parties specifically agree that the liquidated damages provided for herein do not constitute a

penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein as specified in the Work Assignment(s). The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore.

The amount of liquidated damages to be assessed for each calendar day that Substantial Completion for each individual Work Assignment is delayed beyond the required date of Substantial Completion shall be **negotiated at the time of the Work Assignment between the Administrative Agent and the Contractor**. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance for each individual Work Assignment is delayed beyond the required date of Final Acceptance shall be **25% of the Substantial Completion amount**.

XIV. Contractor's Representations: Contractor makes the following representations:

1. Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
2. Contractor declares that he has reviewed the information provided in Section 14 of the Instructions, Terms and Conditions, and other Contract Documents relative thereto and has read all the addenda furnished prior to the opening of bids, and that he has satisfied himself relative to the work performed.
3. Contractor has investigated and is fully informed of construction and labor conditions, potential obstructions to be encountered, character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans where supplied in the bid documents and other Contract Documents.
4. Contractor has given County 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 the Contractor.
5. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirements of this Section, and that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
6. Equal Opportunity: The Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
7. Public Entity Crimes: In accordance with Section 287.133, FS, 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and

may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 FS for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- XV. Entire Contract:** These Contract Documents constitute the entire understanding and Contract between the parties and supersede any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by County staff do not suffice to legally bind the County in a contractual relationship unless

they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.

- XVI. Notice Provision:** Any notice or other communications concerning material changes to the Contract shall be sent via certified U.S. mail, return receipt requested, postage prepaid to the relevant address listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any Contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or

compensatory issues, (d) fully executed IFCA's (Interim Field Change Agreement) and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via facsimile, email, or U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:
print or type information

County's Administrative Agent:

Name Wesley A. Kingery
Title Managing Member
Address 10200 US Hwy 92 East
Tampa, FL 33610
Telephone (813) 626-0700
Fax (813) 626-0777
Email wkingery@vac-vision.com

Name John C. Chapman
Title Public Works Construction Manager
Address 1001 Sarasota Center Blvd
Sarasota, FL 34240
Telephone 941-861-0570
Fax 941-861-0589
Email jchapman@sogov.net

XVII. Waivers: Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the Parties, their successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

XVIII. Modifications: This Contract may be modified only by instrument in writing and signed by the Parties hereto as aforesaid.

XIX. Counterparts: This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

XX. No Third Party Rights: The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

XXI. Remedies: The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

XXII. Access to Records: Contractor, its employees and agents including all subcontractors, shall allow access to its records during normal business hours to the County, its employees, and agents.

XXIII. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

XXIV. Jurisdiction and Venue: Jurisdiction and venue for purposes of any legal action founded upon this Contract shall be in Sarasota County, Florida. This Contract shall be governed by the laws of the State of Florida.

There will be no arbitration on claims allegedly arising under this Contract between the County and the Contractor.

In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by mediation in Sarasota County, Florida under the Commercial Mediation Rules of the American Arbitration Association, before resorting to litigation. In the event such mediation does not result in a suitable resolution, then litigation will be used. The parties agree that in the event of litigation they waive any and all rights to a trial by jury.

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SECTION 6

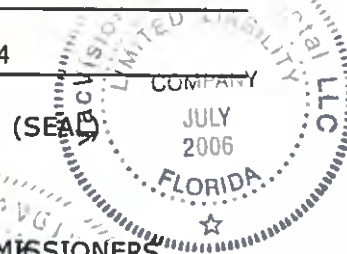
IN WITNESS WHEREOF, the parties have hereto set their hands and seal the day and year first above-mentioned.

WITNESS:

Print name: Sheila Hilson
 Signed by: *Sheila Hilson*
 Date: 03/17/2014

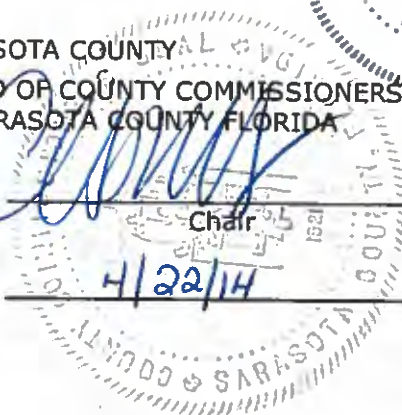
CONTRACTOR:

Print name: Benjamin T. Roese
 Signed by: *[Signature]*
 Title: Managing Member
 Date: 03/17/2014



SARASOTA COUNTY
 BOARD OF COUNTY COMMISSIONERS
 OF SARASOTA COUNTY FLORIDA

By: *[Signature]*
 Chair
 Date: 4/22/14



ATTEST:

Karen E. Rushing, Clerk of Circuit
 Court and Ex-Officio Clerk of the Board of County Commissioners

By: *[Signature]* ~~Deputy Clerk~~

APPROVED AS TO FORM AND CORRECTNESS: By: _____
[Signature] County Attorney (SEAL)

ATTEST
 KAREN E. RUSHING, Clerk of
 The Circuit Court and
 Ex-Officio Clerk of the Board
 Of County Commissioners of
 Sarasota County, Florida

By: *Deborah Diakalos*
 Deputy Clerk



CERTIFICATE OF LIABILITY INSURANCE

VACVENV-01

DGRECO

DATE (MM/DD/YYYY)

3/17/2014

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 ASSOCIATES AGENCY, INC. 11470 N 53rd St Temple Terrace, FL 33617		CONTACT NAME: PHONE (A/C, No, Ext): (813) 988-1234 FAX (A/C, No): (813) 988-0989 E-MAIL ADDRESS:	
INSURED Vacvision Environmental, LLC 10200 E US HWY 92 Tampa, FL 33610		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Southern Owners Insurance Co NAIC # 10190	
		INSURER B : OWNERS INSURANCE CO. 32700	
		INSURER C : AUTO OWNERS INSURANCE CO. 18988	
		INSURER D : FCCI INSURANCE CO. 10178	
		INSURER E : Rockhill Insurance Co	
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	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		20710123	7/10/2013	7/10/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		4770262602	7/10/2013	7/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	4770262601	7/10/2013	7/10/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	001-WC13A-60179	7/10/2013	7/10/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Policy		ENV004427-01	8/10/2013	8/10/2014	Occ \$2,000,000 AGG 2,000,000

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

RE: Manhole & Stormwater
Structure Rehabilitation Contract, BID# 111426CS

Sarasota County Government is named as an additional insured, as their interests may appear on all policies except Professional Liability and Workers' Compensation. Waiver of subrogation in favor of Sarasota County Government on all policies except Professional Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

Sarasota County government
1660 Ringling Blvd
3rd Floor Procurement
Sarasota, FL 34236

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



Sarasota County Government
1660 Ringling Blvd., Sarasota, FL 34236

PURCHASE ORDER
PO190967

Purchase Order No. must appear
on all invoices, packing slips,
packages, and correspondence.

VENDOR:

VACVISION ENVIRONMENTAL LLC
10200 US HWY 92 E
TAMPA, FL 33610

SHIP TO:

PUBLIC WORKS BUSINESS CENTER
ADMINISTRATIVE SERVICES
1001 SARASOTA CENTER BLVD
SARASOTA, FL 34240

EMAIL: SLABIANCA@VAC-VISION.COM

DATE 10/29/2018		REQUISITION # WA004931		BID # 111426CS		CONTRACT # 2014-308		PAYMENT TERMS NET 45		FRT. TERMS F.O.B. FOB DELIVERED	
VENDOR ID 038607		VENDOR PHONE 813-626-0700		CONTRACT EXPIRATION 04/21/2019		DELIVERY REQUIRED BY		APPROVED BY Carmen Gomez			
ITEM	QTY	UNIT	DESCRIPTION				UNIT PRICE	FREIGHT	FEES	TOTAL PRICE	
0001	1.00	EA	<p>To provide all labor, services and materials for the work at Venice Isles MHP_Publix at Village Plaza.</p> <p>Work Assignment No: 24</p> <p>The Work Assignment price includes a 5% construction contingency allowance amount.</p> <p>*****</p> <p>CONTINGENCY IS ONLY TRIGGERED BY UNANTICIPATED WORK WITHIN THE GENERAL SCOPE DISCOVERED DURING THE WORK AND REQUIRES A WRITTEN ESTIMATE FROM THE CONTRACTOR TO BE APPROVED BY THE PROJECT MANAGER.</p> <p>Products and services cannot be provided after contract expiration date.</p> <p>Invoices must match adopted contract fee schedule.</p> <p>Purchase Order invoices must be mailed to County Contact named on the PO.</p> <p>Contact: Jason K. Brown Phone: 941-650-3728</p>				99,550.500000	0.00	0.00	99,550.50	
TOTAL										\$99,550.50	

W-100 4931

**SARASOTA COUNTY CONSTRUCTION CONTRACT
WORK ASSIGNMENT AUTHORIZATION
Manhole and Stormwater Structure Rehabilitation UPC
Cementitious**

WORK ASSIGNMENT NO: 24
PROJECT NAME: Venice Isles MHP Publix at Village Plaza
CONTRACTOR: VacVision Environmental, LLC CIP/ORG/ACCT NO: 55957402
CONTRACT NO: 2014-308 BID NO: 111426CS
CONTRACT DATE: 04/22/2014 DATE OF REQUEST: 10/15/2018

OK'd
10/23/18
WMB

WORK ASSIGNMENT TITLE: Venice Isles MHP Publix at Village Plaza

Upon the completion and execution of this Work Assignment by both parties to the Contract, and upon the County issuing the Contractor a written Notice to Proceed, the Contractor will be authorized and shall proceed and complete the following work in accordance with the Contract documents:

Description of Work:

This work includes manhole coatings in attached documents, utilizing method 1 cementitious coating per contract #2014-308:

Attachments (list all applicable – i.e. Quote, Plans, Aerial Graphic, Scope of Services, etc.):

Scope, Maps, and Excel spread sheets for MH's needing rehabilitation

CONTRACT PRICING

Original Contract Amount:.....\$1,666,666.67
Previous Work Assignments:.....\$00.00
Contract Amount Remaining after all prior Work Assignments:\$1,666,666.67
This Work Assignment Amount:.....\$99,550.50
Contract Amount Remaining after this Work Assignment:\$1,567,116.17

WORK ASSIGNMENT TERMS

Time for this Work Assignment (NTP to Final Acceptance): 120 Calendar Days
Liquidated Damages for work not completed by Substantial Completion (90 Days).....\$100.00
Liquidated Damages for work not completed by Final Acceptance (30 Days after Substantial).....\$25.00

CONTRACTOR

By: [Signature] Date: 10/15/18
Ben Roese, Vice President
VacVision, A Vortex Company
Digitally signed by Scott N. Schroyer,
Director
By: Scott N. Schroyer, Director Date: 2018.10.15 12:14:56 -04'00'
Scott Schroyer, Director
Public Utilities

David Cash

Digitally signed by
David Cash
Date: 2018.10.15
17:14:44 -04'00'

SARASOTA COUNTY

By: [Signature] Date: 10.15.18
Jason K. Brown, Project Manager
Public Works – Capital Projects
By: [Signature] Date: 10/15/18
John C. Chapman, Construction Manager
Public Works – Capital Projects

WA024 Vac-Vision 2014-308.docx

Scope of Services

Location: Venice Isles MHP_Publix at Village Plaza

The work may include ring and cover replacements, removal of old coatings, and installation of new manhole coatings, utilizing method 1, Cementitious coating per contract #2014-308. More specifically, the work includes the following:

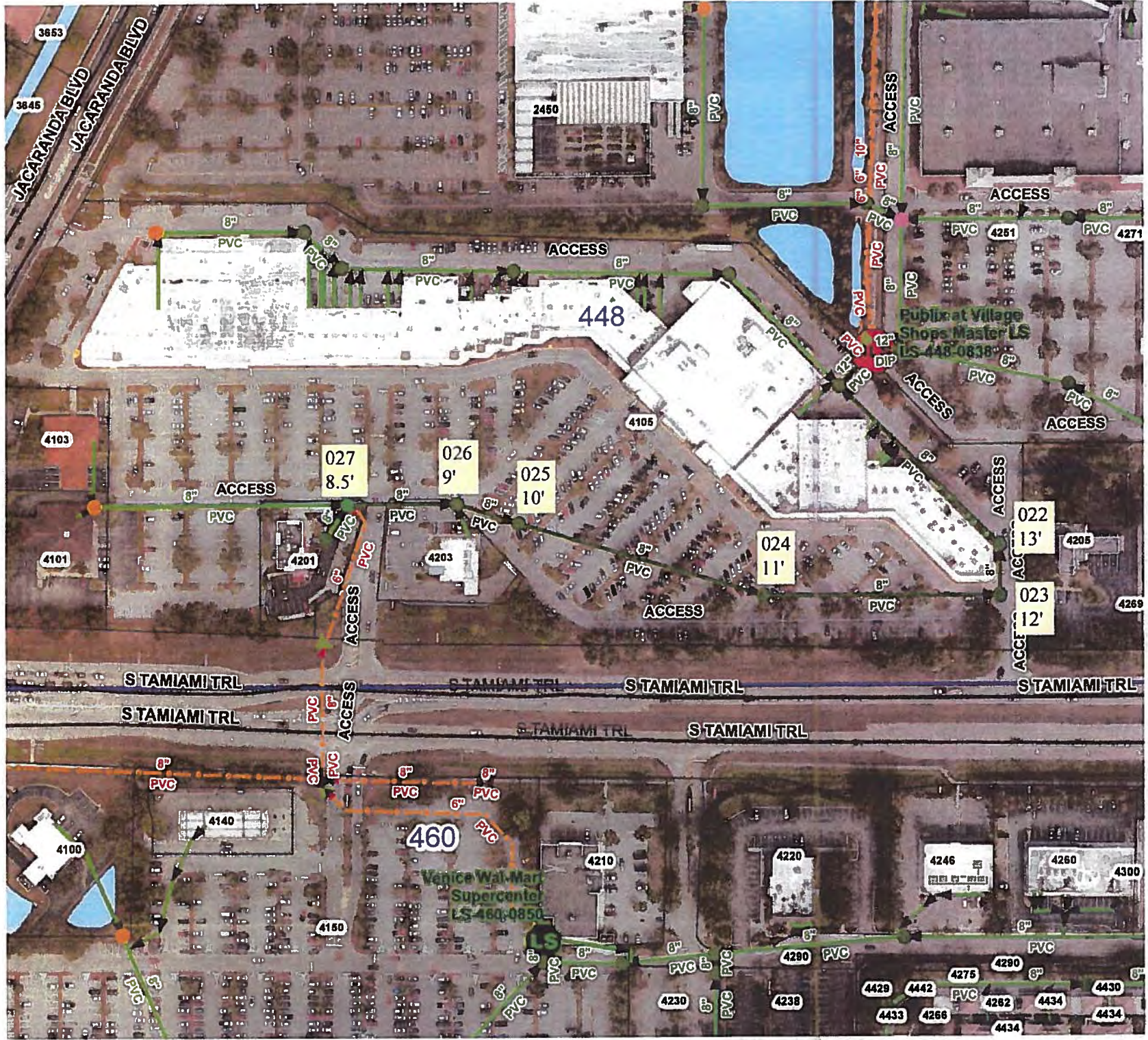
- Pre-construction site pictures/videos
- Cleaning of manhole/LS.
- Pre and post TV (provide a copy of videos/pictures and logs).
- Preparing and Installation of coating per Sarasota County standard specifications.
- Furnish and replace manhole rings and cover as needed.
- Rain dishes will be installed if there isn't one in place already.
- Plugging the line and maintaining flow, if necessary.
- By-pass pumping, if necessary.
- Maintenance of traffic.
- Site restoration of any disturbed area to same or better conditions.
- Contractor will be responsible for proper disposal of any debris removed during the cleaning operations. Debris shall be removed and not washed past the downstream outfall.

Contractor will be responsible for acquiring a water meter through Sarasota County Utilities Department if needed. This includes deposit and cost of water utilized. Care will be taken by the vendor to minimize SSO's caused by falling bricks and debris into the invert and pipeline while preparing manholes for coating.

PRICE SCHEDULE					
MANHOLE, WETWELL AND STORMWATER STRUCTURE REHABILITATION CONTRACT					
BID #111426CS					
VacVision Environmental, LLC - Contract No. 2014-308					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
A1. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - CEMENTITIOUS					
2	Cementitious Manhole Coat - 48" Diameter 1" Minimum Thickness	V.F.	460.00	\$ 123.00	\$ 56,580.00
BID ITEM NUMBERS 7 THROUGH 25 ARE NOT INCLUDED IN THIS CONTRACT					
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					
27	Removal of Existing Manhole, Wetwell or Structure T-Lock or Similar Lining System	S.F.	975.00	\$ 12.00	\$ 11,700.00
31	Bench and Invert Channel Repair	L.F.	212.00	\$ 80.00	\$ 16,960.00
34	Manhole/Structure Rim and Cover Replacement - Paved Areas	EA	4.00	\$ 700.00	\$ 2,800.00
35	Manhole/Structure Rim and Cover Replacement - Grassed Areas	EA	4.00	\$ 500.00	\$ 2,000.00
C. CLEANING, TELEVISIONING, AND ASSESSMENT					
39	Cleaning Sewer Manholes	EA	53.00	\$ 60.00	\$ 3,180.00
42	Televising (DVD)/Photographs (CD) Sewer Manholes	EA	53.00	\$ 30.00	\$ 1,590.00
SUBTOTAL PRICE					\$ 94,810.00
PLUS	Construction Contingency Allowance (5% of Subtotal Price)				\$ 4,740.50
TOTAL PRICE INCLUDING CONTINGENCY ALLOWANCE					\$ 99,550.50

BasinName	ManHoleNum	LSNum	InspectDate	MHUse	SurveyedBy	CertNum	MHDepth
Venice Isles	0814-001	LS-427-0814		Sanitary			
Venice Isles	0814-002	LS-427-0814		Sanitary			
Venice Isles	0814-003	LS-427-0814		Sanitary			
Venice Isles	0814-004	LS-427-0814		Sanitary			
Venice Isles	0814-005	LS-427-0814		Sanitary			
Venice Isles	0814-006	LS-427-0814		Sanitary			
Venice Isles	0814-007	LS-427-0814		Sanitary			
Venice Isles	0814-008	LS-427-0814		Sanitary			
Venice Isles	0814-009	LS-427-0814		Sanitary			
Venice Isles	0814-010	LS-427-0814		Sanitary			
Venice Isles	0814-011	LS-427-0814		Sanitary			
Venice Isles	0814-012	LS-427-0814		Sanitary			
Venice Isles	0814-013	LS-427-0814		Sanitary			
Venice Isles	0814-014	LS-427-0814		Sanitary			
Venice Isles	0814-015	LS-427-0814		Sanitary			
Venice Isles	0814-016	LS-427-0814		Sanitary			
Venice Isles	0814-017	LS-427-0814		Sanitary			
Venice Isles	0814-018	LS-427-0814		Sanitary			
Venice Isles	0814-019	LS-427-0814		Sanitary			
Venice Isles	0814-020	LS-427-0814		Sanitary			
Venice Isles	0814-021	LS-427-0814		Sanitary			
Venice Isles	0814-022	LS-427-0814		Sanitary			
Venice Isles	0814-023	LS-427-0814		Sanitary			
Venice Isles	0814-024	LS-427-0814		Sanitary			
Venice Isles	0814-025	LS-427-0814		Sanitary			
Venice Isles	0814-026	LS-427-0814		Sanitary			
Venice Isles	0814-027	LS-427-0814		Sanitary			
Venice Isles	0814-028	LS-427-0814		Sanitary			
Venice Isles	0814-029	LS-427-0814		Sanitary			
Venice Isles	0814-030	LS-427-0814		Sanitary			
Venice Isles	0814-031	LS-427-0814		Sanitary			
Venice Isles	0814-032	LS-427-0814		Sanitary			
Venice Isles	0814-033	LS-427-0814		Sanitary			
Venice Isles	0814-034	LS-427-0814		Sanitary			
Venice Isles	0814-035	LS-427-0814		Sanitary			
Venice Isles	0814-036	LS-427-0814		Sanitary			
Venice Isles	0814-037	LS-427-0814		Sanitary			
Venice Isles	0814-038	LS-427-0814		Sanitary			
Venice Isles	0814-039	LS-427-0814		Sanitary			
Venice Isles	0814-040	LS-427-0814		Sanitary			
Venice Isles	0814-041	LS-427-0814		Sanitary			
Venice Isles	0814-042	LS-427-0814		Sanitary			
Venice Isles	0814-043	LS-427-0814		Sanitary			
Venice Isles	0814-044	LS-427-0814		Sanitary			
Venice Isles	0814-045	LS-427-0814		Sanitary			
Venice Isles	0814-046	LS-427-0814		Sanitary			
Village Shops	0838-022	LS-448-0838		Sanitary			
Village Shops	0838-023	LS-448-0838		Sanitary			
Village Shops	0838-024	LS-448-0838		Sanitary			
Village Shops	0838-025	LS-448-0838		Sanitary			
Village Shops	0838-026	LS-448-0838		Sanitary			
Village Shops	0838-027	LS-448-0838		Sanitary			
Landings III	0619-001	LS-083-0619		Sanitary			







**AMENDMENT NO. 2
TO COUNTY CONTRACT NO. 2014-308**

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **Vacvision Environmental LLC**, a Florida limited liability company, hereinafter referred to as "**Contractor**."

WITNESSETH

WHEREAS, the County and the Contractor entered into County Contract No. 2014-308 ("Contract") for manhole and stormwater structure rehabilitation, effective April 22, 2014; and

WHEREAS, on February 22, 2017, the County and the Contractor executed Amendment No. 1, renewing the term of the Contract and stating the not-to-exceed amount for the renewal term; and

WHEREAS, the parties now wish to amend the Contract.

NOW THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree to amend the Contract as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Contract is hereby renewed for a period of one (1) year, effective April 22, 2018 through April 21, 2019. The not-to-exceed amount for all Work Assignments is \$1,666,666.67 for the renewal term (specific to coating method 1 - Cementitious - Sewpercoat).
3. Replace Section XI. LIABILITY OF THE CONTRACTOR in its entirety with the following:

"Pursuant to §725.06(2), F.S. the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

This section of the Contract will survive the completion or termination of the Contract."

4. Revise Section XXIV. JURISDICTION AND VENUE to add the following:

"To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S."

5. The pricing contained in Exhibit B – Fee Schedule remains in effect and a copy is attached hereto for administrative convenience.

6. Except as modified herein, all other terms, covenants, and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

WITNESS:

Print Name: Jane Amick

Signed By: 

Vacvision Environmental LLC:

Print Name: Mikah A. Williams

Signed By: 

Title: Area Manager

Date: February 21, 2018

**SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA**

BY: 

*Melissa M. Wendel, CPPO
Procurement Official*

DATE: 2/23/2018

Executed by the Procurement Official
pursuant to Chapter 4.1 (E) of the
Sarasota County Procurement Manual

Approved as to form and correctness:

BY: 

COUNTY ATTORNEY *TRW*

**111426CS – Manhole and Stormwater Structure Rehabilitation
(specific to coating method 1 – Cementitious – Sewpercoat)
EXHIBIT B – FEE SCHEDULE**

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE
A1. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - CEMENTITIOUS				
1	Cementitious Manhole Coat - 48" Diameter 1/2" Minimum Thickness	V.F.		\$100.00
2	Cementitious Manhole Coat - 48" Diameter 1" Minimum Thickness	V.F.		\$123.00
3	Cementitious Manhole Coat - 60" Diameter 1/2" Minimum Thickness	V.F.		\$135.00
4	Cementitious Manhole Coat - 60" Diameter 1" Minimum Thickness	V.F.		\$153.00
5	Structure/Box Culvert/Wetwell Cementitious Coating 1/2" Minimum Thickness	S.F.		\$10.00
6	Structure/Box Culvert/Wetwell Cementitious Coating 1" Minimum Thickness	S.F.		\$10.00
BID ITEM NUMBERS 7 THROUGH 25 ARE NOT INCLUDED IN THIS CONTRACT				
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR				
26	Removal of Existing Manhole, Wetwell or Structure Lining System (Excluding T-Lock or Similar Liner)	S.F.		\$5.00
27	Removal of Existing Manhole, Wetwell or Structure T-Lock or Similar Lining System	S.F.		\$12.00
28	Patching and Profiling - Cementitious Grout Only	S.F.		\$2.00
29	Infiltration Control - Cementitious or Chemical Grout	GAL.		\$8.00
30	Bonding Compound	GAL.		\$40.00
31	Bench and Invert Channel Repair	L.F.		\$80.00
32	Chimney Repairs	V.F.		\$100.00
33	Chimney Replacement	V.F.		\$100.00
34	Manhole/Structure Rim and Cover Replacement - Paved Areas	EA		\$700.00
35	Manhole/Structure Rim and Cover Replacement - Grassed Areas	EA		\$500.00
36	Seam Extrusion Welding	LF		\$50.00
37	Fusion Welding of Pipe Boot	EA		\$100.00
38	Install Rain Water Protector	EA		\$50.00

**111426CS – Manhole and Stormwater Structure Rehabilitation
(specific to coating method 1 – Cementitious – Sewpercoat)
EXHIBIT B – FEE SCHEDULE**

BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE
C. CLEANING, TELEVISIONING, AND ASSESSMENT				
39	Cleaning Sewer Manholes	EA		\$60.00
40	Cleaning Stormwater Structures	EA		\$100.00
41	Cleaning Wetwells	EA		\$1,300.00
42	Televising (DVD)/Photographs (CD) Sewer Manholes	EA		\$30.00
43	Televising (DVD)/Photographs (CD) Stormwater Structures	EA		\$30.00
44	Televising (DVD)/Photographs (CD) Wetwells	EA		\$200.00
D. ANCILLARY SERVICES				
45	Bypass Pumping - 4" Pump	DAY		\$50.00
46	Bypass Pumping - 6" Pump	DAY		\$400.00
47	Bypass Pumping - 8" Pump	DAY		\$500.00
48	Maintenance of Traffic - Arterial	EA		\$100.00
49	Maintenance of Traffic - FDOT	EA		\$250.00
SUBTOTAL PRICE				
PLUS Construction Contingency Allowance (5% of Subtotal Price)				
TOTAL PRICE INCLUDING CONTINGENCY ALLOWANCE				
Note: Unit Prices on this form correspond to the items listed in the Measurement and Payment Section 01026 of the Technical Specifications.				



Sarasota County Government
1660 Ringling Blvd., Sarasota, FL 34236

PURCHASE ORDER
PO191385

Purchase Order No. must appear
on all invoices, packing slips,
packages, and correspondence.

VENDOR:

ENGINEERED SPRAY SOLUTIONS LLC
1306 BANANA ROAD
LAKELAND, FL 33810

SHIP TO:

CAPITAL MANAGEMENT SERVICES
1001 SARASOTA CENTER BLVD
SARASOTA, FL 34240

EMAIL: MDESVERNINE@ESS-1.NET

DATE 12/12/2018	REQUISITION # WA004942	BID # IFB166396CB	CONTRACT # 2016-401	PAYMENT TERMS NET 45	FRT. TERMS F.O.B FOB DELIVERED		
VENDOR ID 046452	VENDOR PHONE 863-577-4821	CONTRACT EXPIRATION 08/22/2019	DELIVERY REQUIRED BY	APPROVED BY Donna Bitting			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	FREIGHT	FEES	TOTAL PRICE
0001	1.00	EA	Work Assignment No: 10 Labor, services and materials for Sawyer Loop Master LS-098-0444 Manhole and Stormwater Structure Rehabilitation UPC Polyurethane Resin Base Coating(Spray-Roq) The work includes replacing 13 manhole rings and covers, and preparing/applying a 1/8 to 1/4 inch coating on 13 manholes, utilizing method 3, polyurethane resin based coating.	94,752.000000	0.00	0.00	94,752.00
0002	1.00	EA	5% CONTINGENCY CONTINGENCY IS ONLY TRIGGERED BY UNANTICIPATED WORK WITHIN THE GENERAL SCOPE DISCOVERED DURING THE WORK AND REQUIRES A WRITTEN ESTIMATE FROM THE CONTRACTOR TO BE APPROVED BY THE PROJECT MANAGER. Invoices must match adopted contract fee schedule. Purchase Order invoices must be mailed to County Contact named on the PO. Contact: Jason Brown Phone: 941-650-3728 email: jkbrown@scgov.net	4,737.600000	0.00	0.00	4,737.60
TOTAL							\$99,489.60

NOTICE TO VENDORS: Each shipment must have a separate invoice. Terms and conditions applicable at the time of issuance of this purchase order are attached and are incorporated and made part of this purchase order. Do not accept this order without carefully reading all and conditions thereof. Retention of this order by the parties addressed, without notice to the contrary within three days of receipt of this order shall constitute acceptance of this order. Sarasota County is exempt from State Sales and Federal Excise Tax. Tax Certificate 85-8012515235C-5

EMAIL INVOICES TO: ONBASECLERK@SCGOV.NET
SUBJECT LINE: AP INVOICE

MAIL INVOICES TO: FINANCE DEPARTMENT
CLERK OF CIRCUIT COURT &
COUNTY COMPTROLLER
P.O. BOX 8
SARASOTA, FLORIDA 34230
941-861-5867

BY _____ Date 12/12/2018

WA004942

**SARASOTA COUNTY CONSTRUCTION CONTRACT
WORK ASSIGNMENT AUTHORIZATION
Manhole and Stormwater Structure Rehabilitation UPC
Polyurethane Resin Base Coating (Spray-Roq)**

WORK ASSIGNMENT NO: 10

PROJECT NAME: Sawyer Loop Master Manhole Rehabilitation

CONTRACTOR: Engineered Spray Solutions, LLC.

CIP/ORG/ACCT NO: 55957402

CONTRACT NO: 2016-401

BID NO: 166396CS

CONTRACT DATE: 11/19/2018

DATE OF REQUEST: 11/19/2018

WORK ASSIGNMENT TITLE: Sawyer Loop Master Manhole Rehabilitation

Upon the completion and execution of this Work Assignment by both parties to the Contract, and upon the County issuing the Contractor a written Notice to Proceed, the Contractor will be authorized and shall proceed and complete the following work in accordance with the Contract documents:

Description of Work:

The work includes replacing 13 manhole rings and covers, and preparing/applying a 1/8 to 1/4 inch coating on 13 manholes, utilizing method 3, polyurethane resin-based coating per contract #2016-401.

Attachments (list all applicable – i.e. Quote, Plans, Aerial Graphic, Scope of Services, etc.):

- Description of Work
- Price Schedule
- Map of Area

CONTRACT PRICING

Original Contract Amount:\$2,700,000.00
 Previous Work Assignments:\$1,926,210.36
 Contract Amount Remaining after all prior Work Assignments:\$773,789.64
 This Work Assignment Amount:\$99,489.60
 Contract Amount Remaining after this Work Assignment:\$674,300.04

WORK ASSIGNMENT TERMS

Time for this Work Assignment (NTP to Final Acceptance): 120 Calendar Days
 Liquidated Damages for work not completed by Substantial Completion: (90 Days)..... \$500.00
 Liquidated Damages for work not completed by Final Acceptance: (30 days after Substantial).... \$125.00

CONTRACTOR

By: [Signature] Date: 11/19/18
 Jim Collier, President
 Engineered Spray Solutions, LLC
 Scott N. Schroyer, Director
 Digitally signed by Scott N. Schroyer, Director
 Date: 2018.11.19 16:31:09 -05'00'

SARASOTA COUNTY

By: [Signature] Date: 11.19.18
 Jason K. Brown, Project Manager
 Public Works – Capital Projects
 By: [Signature] Date: 11/19/18
 John C. Chapman, Construction Manager
 Public Works – Capital Projects

David Cash

Digitally signed by David Cash
 Date: 2018.11.20 09:58:06 -05'00'

WA10 ESS 2016-401.docx

Description of Work Including / Not limited To:

This project includes replacing 13 rings and covers, spraying manholes totaling 160 vertical feet of 1/8 to 1/4-inch thick coating and 169 square foot of bench work, utilizing A Polyurethane coating per Contract No. 2016-401. More specifically, the work includes the following:

1. Cleaning and Televising of Manhole and/or Wet wells per Section 02539
 - a. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (DVD format), and assessment of each manhole/structure specified in the Work Assignment
 - b. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris
 - c. Contractor will be responsible for proper disposal of any debris removed during the cleaning operations per 1.07 Removal of Debris
 - d. Televising shall include producing and supplying two (2) copies of the before and after pictures and/or digital video records in DVD format, and the Cleaning and Television Inspection Log of each manhole and storm water structure specified and directed
 - e. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes/structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (P ACP)
2. Preparing and Installation of coating per Sarasota County standard specifications per Section 02757 of the contract
3. Furnish and replace manhole rings and cover as needed per 2.05 Manhole Ring and Cover Replacements
4. Rain dishes will be furnished and installed if there isn't one in place already per 2.07 Rain Water Protector
5. Plugging the lines and maintaining flow as needed
6. By-pass pumping, if necessary per Section 02540 of the contract
7. Maintenance of traffic
 - a. Consists of maintaining traffic within the project limits for each Work Assignment, including any temporary suspensions of traffic, and includes all traffic control plans, facilities, devices, and operations as required for the safety and convenience of the public and to minimize public nuisance, as specified in Section 01550 of the contract
8. Site restoration of any disturbed area to same or better conditions
9. Contractor will be responsible for acquiring a water meter through Sarasota County Utilities Department if needed. This includes deposit and cost of water utilized
10. Care will be taken by the vendor to minimize sanitary sewer overflows caused by falling bricks and/or debris into the invert and pipeline while preparing manholes for coating

BID FORM - PRICE SCHEDULE					
MANHOLE, WETWELL AND STORMWATER STRUCTURE REHABILITATION CONTRACT					
Spray-Roq BID #153107CS					
A2. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - POLYURETHANE					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
1	Polyurathane Resin Based Coating 48" Diameter 1/8" Minimum Thickness	V.F.	29.00	\$ 213.00	\$ 6,177.00
2	Polyurathane Resin Based Coating 48" Diameter 1/4" Minimum Thickness	V.F.	131.00	\$ 238.00	\$ 31,178.00
9	Structure/Box Culvert Polyurathane Resin Based Coating - 1/4" Minimum Thickness	S.F.	169.00	\$ 19.00	\$ 3,211.00
SUBTOTAL BID PRICE (A2) MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING-POLYURETHANE					\$ 40,566.00
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
14	Patching and Profiling - Cementitious Grout Only	S.F.	1958.00	\$ 12.00	\$ 23,496.00
15	Infiltration Control - Cementitious or Chemical Grout	GAL	26.00	\$ 125.00	\$ 3,250.00
17	Bench and Invert Channel Repair	L.F.	44.00	\$ 110.00	\$ 4,840.00
20	Manhole/Structure Rim and Cover Replacement - Paved Areas	EA	6.00	\$ 1,150.00	\$ 6,900.00
21	Manhole/Structure Rim and Cover Replacement - Grassed Areas	EA	7.00	\$ 935.00	\$ 6,545.00
24	Install Rain Water Protector	EA	13.00	\$ 110.00	\$ 1,430.00
SUBTOTAL BID PRICE (B) MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					\$ 46,461.00
C. CLEANING, TELEVISIONING, AND ASSESSMENT					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
25	Cleaning Sewer Manholes	EA	13.00	\$ 150.00	\$ 1,950.00
28	Televising (DVD)/Photographs (CD) Sewer Manholes	EA	13.00	\$ 75.00	\$ 975.00
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING, AND ASSESSMENT					\$ 2,925.00
D. ANCILLARY SERVICES					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
37	Maintenance of Traffic - Arterial	EA	4.00	\$ 1,200.00	\$ 4,800.00
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES					\$ 4,800.00
SUMMARY OF BID ITEMS - COATING METHOD 3 - POLYURETHANE					
SUBTOTAL BID PRICE (A2) - STRUCTURE COATING - POLYURETHANE (Sum Items 10-19)					\$ 40,566.00
SUBTOTAL BID PRICE (B) - STRUCTURE REPAIR (Sum Items 20-32)					\$ 46,461.00
SUBTOTAL BID PRICE (C) - CLEANING, TELEVISIONING, AND ASSESSMENT (Sum Items 33-39)					\$ 2,925.00
SUBTOTAL BID PRICE (D) - ANCILLARY SERVICES (Sum Items 40-46)					\$ 4,800.00
TOTAL BID PRICE - COATING METHOD 2 -POLYURETHANE (Sum A2 + B through D)					\$ 94,752.00
PLUS	Construction Contingency Allowance (5% of Subtotal Price)				\$ 4,737.60
TOTAL PRICE INCLUDING CONTINGENCY ALLOWANCE					\$ 99,489.60

BasinName	ManHoleNum	LSNum	InspectDate	MHUse
Sawyer Loop Master LS	0444-001	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-002	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-003	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-004	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-005	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-006	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-007	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-008	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-009	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-010	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-011	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-012	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-013	LS-098-0444		Sanitary
Sawyer Loop Master LS	0444-014	LS-098-0444		Sanitary



- MANHOLE**
- Water BSC
 - Water BSC & E&C
 - Water BSC
 - Water BSC & E&C
 - Water BSC
 - Water BSC & E&C
- POURING**
- Water Line
 - Water Line
 - Water Line
 - Water Line
 - Water Line
 - Water Line
- UTILITY**
- Water Line
 - Water Line
 - Water Line
 - Water Line
 - Water Line
 - Water Line

Sawyer Loop Master
LS-098-0444





Sarasota County Government
1660 Ringling Blvd., Sarasota, FL 34236

PURCHASE ORDER
PO191386

Purchase Order No. must appear
on all invoices, packing slips,
packages, and correspondence.

VENDOR:

ENGINEERED SPRAY SOLUTIONS LLC
1306 BANANA ROAD
LAKELAND, FL 33810

SHIP TO:

CAPITAL MANAGEMENT SERVICES
1001 SARASOTA CENTER BLVD
SARASOTA, FL 34240

EMAIL: MDESVERNINE@ESS-1.NET

DATE 12/12/2018	REQUISITION # WA004943	BID # IFB166396CB	CONTRACT # 2016-401	PAYMENT TERMS NET 45	FRT. TERMS F.O.B. FOB DELIVERED		
VENDOR ID 046452	VENDOR PHONE 863-577-4821	CONTRACT EXPIRATION 08/22/2019	DELIVERY REQUIRED BY	APPROVED BY Donna Bitting			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	FREIGHT	FEES	TOTAL PRICE
0001	1.00	EA	Work Assignment No: 11 Materials, Services and Labor for Northridge LS-097-0445 Manhole and Stormwater Structure Rehabilitation UPC Polyurethane Resin Base Coating(Spray-Roq) The work includes replacing 13 manhole rings and covers, and preparing/applying a 1/4 inch coating on 13 manholes, utilizing method 3, polyurethane resin based coating.	94,736.000000	0.00	0.00	94,736.00
0002	1.00	EA	5% CONTINGENCY CONTINGENCY IS ONLY TRIGGERED BY UNANTICIPATED WORK WITHIN THE GENERAL SCOPE DISCOVERED DURING THE WORK AND REQUIRES A WRITTEN ESTIMATE FROM THE CONTRACTOR TO BE APPROVED BY THE PROJECT MANAGER. Products and services cannot be provided after contract expiration date. Invoices must match adopted contract fee schedule. Purchase Order invoices must be mailed to County Contact named on the PO. Contact: Jason Brown Phone: 941-650-3728 email: jkbrown@scgov.net	4,736.800000	0.00	0.00	4,736.80
TOTAL							\$99,472.80

**SARASOTA COUNTY CONSTRUCTION CONTRACT
WORK ASSIGNMENT AUTHORIZATION
Manhole and Stormwater Structure Rehabilitation UPC
Polyurethane Resin Base Coating (Spray-Roq)**

WORK ASSIGNMENT NO: 11

PROJECT NAME: Northridge LS Manhole Rehabilitation

CONTRACTOR: Engineered Spray Solutions, LLC.

CIP/ORG/ACCT NO: 55957402

CONTRACT NO: 2016-401

BID NO: 166396CS

CONTRACT DATE: 11/19/2018

DATE OF REQUEST: 11/19/2018

WORK ASSIGNMENT TITLE: Northridge LS Manhole Rehabilitation

Upon the completion and execution of this Work Assignment by both parties to the Contract, and upon the County issuing the Contractor a written Notice to Proceed, the Contractor will be authorized and shall proceed and complete the following work in accordance with the Contract documents:

Description of Work:

The work includes replacing 13 manhole rings and covers, and preparing/applying a 1/4 inch coating on 13 manholes, utilizing method 3, polyurethane resin-based coating per contract #2016-401.

Attachments (list all applicable – i.e. Quote, Plans, Aerial Graphic, Scope of Services, etc.):

- Description of Work
- Price Schedule
- Map of Area

CONTRACT PRICING

Original Contract Amount:\$2,700,000.00

Previous Work Assignments:\$1,926,210.36

Contract Amount Remaining after all prior Work Assignments:\$773,789.64

This Work Assignment Amount:\$99,472.80

Contract Amount Remaining after this Work Assignment:\$574,827.24

WORK ASSIGNMENT TERMS

Time for this Work Assignment (NTP to Final Acceptance): 120 Calendar Days

Liquidated Damages for work not completed by Substantial Completion: (90 Days)..... \$500.00

Liquidated Damages for work not completed by Final Acceptance: (30 days after Substantial).... \$125.00

CONTRACTOR

By: [Signature] Date: 11/19/18

Jim Collier, President

Engineered Spray Solutions, LLC

Scott N. Schroyer, Digitally signed by Scott N.

Schroyer, Director

By: [Signature] Date: 2018.11.19 16:31:51 -05'00'

Scott Schroyer, Director
Public Utilities

SARASOTA COUNTY

By: [Signature] Date: 11.19.18

Jason K. Brown, Project Manager

Public Works – Capital Projects

By: [Signature] Date: 11/19/18

John C. Chapman, Construction Manager

Public Works – Capital Projects

David Cash

Digitally signed by David Cash
Date: 2018.11.20 09:56:12
-05'00'

WA11 ESS 2016-401.docx

Description of Work Including / Not limited To:

This project includes replacing 13 rings and covers, spraying manholes totaling 195 vertical feet of 1/4-inch thick coating and 247 square foot of bench work, utilizing A Polyurethane coating per Contract No. 2016-401. More specifically, the work includes the following:

1. Cleaning and Televising of Manhole and/or Wet wells per Section 02539
 - a. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (DVD format), and assessment of each manhole/structure specified in the Work Assignment
 - b. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris
 - c. Contractor will be responsible for proper disposal of any debris removed during the cleaning operations per 1.07 Removal of Debris
 - d. Televising shall include producing and supplying two (2) copies of the before and after pictures and/or digital video records in DVD format, and the Cleaning and Television Inspection Log of each manhole and storm water structure specified and directed
 - e. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes/structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (P ACP)
2. Preparing and Installation of coating per Sarasota County standard specifications per Section 02757 of the contract
3. Furnish and replace manhole rings and cover as needed per 2.05 Manhole Ring and Cover Replacements
4. Rain dishes will be furnished and installed if there isn't one in place already per 2.07 Rain Water Protector
5. Plugging the lines and maintaining flow as needed
6. By-pass pumping, if necessary per Section 02540 of the contract
7. Maintenance of traffic
 - a. Consists of maintaining traffic within the project limits for each Work Assignment, including any temporary suspensions of traffic, and includes all traffic control plans, facilities, devices, and operations as required for the safety and convenience of the public and to minimize public nuisance, as specified in Section 01550 of the contract
8. Site restoration of any disturbed area to same or better conditions
9. Contractor will be responsible for acquiring a water meter through Sarasota County Utilities Department if needed. This includes deposit and cost of water utilized
10. Care will be taken by the vendor to minimize sanitary sewer overflows caused by falling bricks and/or debris into the invert and pipeline while preparing manholes for coating

BID FORM - PRICE SCHEDULE					
MANHOLE, WETWELL AND STORMWATER STRUCTURE REHABILITATION CONTRACT					
Spray-Roq BID #153107CS					
A2. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - POLYURETHANE					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
1	Polyurathane Resin Based Coating 48" Diameter 1/8" Minimum Thickness	V.F.		\$ 213.00	\$ -
2	Polyurathane Resin Based Coating 48" Diameter 1/4" Minimum Thickness	V.F.	195.00	\$ 238.00	\$ 46,410.00
9	Structure/Box Culvert Polyurathane Resin Based Coating - 1/4" Minimum Thickness	S.F.	247.00	\$ 19.00	\$ 4,693.00
SUBTOTAL BID PRICE (A2) MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING- POLYURETHANE					\$ 51,103.00
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
14	Patching and Profiling - Cementitious Grout Only	S.F.	1034.00	\$ 12.00	\$ 12,408.00
15	Infiltration Control - Cementitious or Chemical Grout	GAL	13.00	\$ 125.00	\$ 1,625.00
17	Bench and Invert Channel Repair	L.F.	13.00	\$ 110.00	\$ 1,430.00
20	Manhole/Structure Rim and Cover Replacement - Paved Areas	EA	4.00	\$ 1,150.00	\$ 4,600.00
21	Manhole/Structure Rim and Cover Replacement - Grassed Areas	EA	9.00	\$ 935.00	\$ 8,415.00
24	Install Rain Water Protector	EA	13.00	\$ 110.00	\$ 1,430.00
SUBTOTAL BID PRICE (B) MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					\$ 29,908.00
C. CLEANING, TELEVISIONING, AND ASSESSMENT					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
25	Cleaning Sewer Manholes	EA	13.00	\$ 150.00	\$ 1,950.00
28	Televising (DVD)/Photographs (CD) Sewer Manholes	EA	13.00	\$ 75.00	\$ 975.00
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING, AND ASSESSMENT					\$ 2,925.00
D. ANCILLARY SERVICES					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
37	Maintenance of Traffic - Arterial	EA	9.00	\$ 1,200.00	\$ 10,800.00
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES					\$ 10,800.00
SUMMARY OF BID ITEMS - COATING METHOD 3 - POLYURETHANE					
SUBTOTAL BID PRICE (A2) - STRUCTURE COATING - POLYURETHANE (Sum Items 10-19)					\$ 51,103.00
SUBTOTAL BID PRICE (B) - STRUCTURE REPAIR (Sum Items 20-32)					\$ 29,908.00
SUBTOTAL BID PRICE (C) - CLEANING, TELEVISIONING, AND ASSESSMENT (Sum Items 33-39)					\$ 2,925.00
SUBTOTAL BID PRICE (D) - ANCILLARY SERVICES (Sum Items 40-46)					\$ 10,800.00
TOTAL BID PRICE - COATING METHOD 2 -POLYURETHANE (Sum A2 + B through D)					\$ 94,736.00
PLUS	Construction Contingency Allowance (5% of Subtotal Price)				\$ 4,736.80
TOTAL PRICE INCLUDING CONTINGENCY ALLOWANCE					\$ 99,472.80

BasinName	ManHoleNum	LSNum	InspectDate	MHUse
Northridge LS	0445-001	LS-097-0445		Sanitary
Northridge LS	0445-002	LS-097-0446		Sanitary
Northridge LS	0445-003	LS-097-0447		Sanitary
Northridge LS	0445-004	LS-097-0448		Sanitary
Northridge LS	0445-005	LS-097-0449		Sanitary
Northridge LS	0445-006	LS-097-0450		Sanitary
Northridge LS	0445-007	LS-097-0451		Sanitary
Northridge LS	0445-008	LS-097-0452		Sanitary
Northridge LS	0445-009	LS-097-0453		Sanitary
Northridge LS	0445-010	LS-097-0454		Sanitary
Northridge LS	0445-011	LS-097-0455		Sanitary
Northridge LS	0445-012	LS-097-0456		Sanitary
Northridge LS	0445-013	LS-097-0457		Sanitary
Northridge LS	0445-014	LS-097-0458		Sanitary
Northridge LS	0445-015	LS-097-0459		Sanitary
Northridge LS	0445-016	LS-097-0460		Sanitary
Northridge LS	0445-017	LS-097-0461		Sanitary
Northridge LS	0445-018	LS-097-0462		Sanitary
Northridge LS	0445-019	LS-097-0463		Sanitary



- ROADWAY**
- Proposed Roadway
 - Proposed B&E
 - Proposed B&E & B&C
 - Proposed B&C
 - Proposed B&C & B&E
 - Proposed B&C & B&E & B&C
- POLELINE**
- Proposed Poleline
 - Proposed Poleline & B&C
 - Proposed Poleline & B&C & B&E
 - Proposed Poleline & B&C & B&E & B&C

Northridge
LS-097-0445





Sarasota County Government
1660 Ringling Blvd., Sarasota, FL 34236

PURCHASE ORDER
PO191565

Purchase Order No. must appear
on all invoices, packing slips,
packages, and correspondence.

VENDOR:
ENGINEERED SPRAY SOLUTIONS LLC
1306 BANANA ROAD
LAKELAND, FL 33810

SHIP TO:
CAPITAL MANAGEMENT SERVICES
1001 SARASOTA CENTER BLVD
SARASOTA, FL 34240

EMAIL: MDESVERNINE@ESS-1.NET

DATE 01/02/2019	REQUISITION # WA004950	BID # IFB166396CB	CONTRACT # 2016-401	PAYMENT TERMS NET 45	FRT. TERMS F.O.B. FOB DELIVERED		
VENDOR ID 046452	VENDOR PHONE 863-577-4821	CONTRACT EXPIRATION 08/22/2019	DELIVERY REQUIRED BY	APPROVED BY Donna Bitting			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	FREIGHT	FEES	TOTAL PRICE
0001	1.00	EA	Non-Library Contract Engineered Spray Solutions LLC ----- Work Assignment No. 12 Project to include by-passing, cleaning and preparation of Fruitville Master Lift Station, 1 to 2-inch coating of patching and profiling cement, spraying the lift station with a 1/2-inch thick coating of Spraywall totaling 644 square feet, utilizing A Polyurethane coating per Contract No. 2016-401.	49,075.000000	0.00	0.00	49,075.00
0002	1.00	EA	Fruitville Master LS Rehabilitation 5% Contingency ----- CONTINGENCY IS ONLY TRIGGERED BY UNANTICIPATED WORK WITHIN THE GENERAL SCOPE DISCOVERED DURING THE WORK AND REQUIRES A WRITTEN ESTIMATE FROM THE CONTRACTOR TO BE APPROVED BY THE PROJECT MANAGER. Products and services cannot be provided after contract expiration date. Invoices must match adopted contract fee schedule. Purchase Order invoices must be mailed to County Contact named on the PO. Contact: Jason Brown Phone: 941-650-3728 email: jkbrown@scgov.net	2,453.750000	0.00	0.00	2,453.75
TOTAL							\$51,528.75

NOTICE TO VENDORS: Each shipment must have a separate invoice. Terms and conditions applicable at the time of issuance of this purchase order are attached and are incorporated and made part of this purchase order. Do not accept this order without carefully reading all and conditions thereof. Retention of this order by the parties addressed, without notice to the contrary within three days of receipt of this order shall constitute acceptance of this order. Sarasota County is exempt from State Sales and Federal Excise Tax. Tax Certificate 85-8012515235C-5

EMAIL INVOICES TO: ONBASECLERK@SCGOV.NET
SUBJECT LINE: AP INVOICE

MAIL INVOICES TO: FINANCE DEPARTMENT
CLERK OF CIRCUIT COURT &
COUNTY COMPTROLLER
P.O. BOX 8
SARASOTA, FLORIDA 34230
941-861-5867

BY _____ Date 01/02/2019

W 100 4950

**SARASOTA COUNTY CONSTRUCTION CONTRACT
WORK ASSIGNMENT AUTHORIZATION
Manhole and Stormwater Structure Rehabilitation UPC
Polyurethane Resin Base Coating (Spray-Roq)**

WORK ASSIGNMENT NO: 12

PROJECT NAME: Fruitville Master LS Rehabilitation

CONTRACTOR: Engineered Spray Solutions, LLC.

CIP/ORG/ACCT NO: 55958402

CONTRACT NO: 2016-401

BID NO: 166396CS

CONTRACT DATE: 11/19/2018

DATE OF REQUEST: 12/07/2018

WORK ASSIGNMENT TITLE: Fruitville Master LS Rehabilitation

Upon the completion and execution of this Work Assignment by both parties to the Contract, and upon the County issuing the Contractor a written Notice to Proceed, the Contractor will be authorized and shall proceed and complete the following work in accordance with the Contract documents:

Description of Work:

This project includes by-passing, cleaning and preparation of Lift Station, 1 to 2-inch coating of patching and profiling cement, spraying the lift station with a 1/2-inch thick coating of Spraywall totaling 644 square foot, utilizing A Polyurethane coating per Contract No. 2016-401.

Attachments (list all applicable -- i.e. Quote, Plans, Aerial Graphic, Scope of Services, etc.):

- Description of Work
- Price Schedule
- Map of Area

CONTRACT PRICING

Original Contract Amount:\$2,700,000.00
 Previous Work Assignments:\$1,851,373.76
 Contract Amount Remaining after all prior Work Assignments:\$848,626.24
 This Work Assignment Amount:\$51,528.75
 Contract Amount Remaining after this Work Assignment:\$797,097.49

WORK ASSIGNMENT TERMS

Time for this Work Assignment (NTP to Final Acceptance): 120 Calendar Days
 Liquidated Damages for work not completed by Substantial Completion: (90 Days)..... \$500.00
 Liquidated Damages for work not completed by Final Acceptance: (30 days after Substantial).... \$125.00

CONTRACTOR

By: [Signature] Date: 12/7/18
 Jim Collier, President
 Engineered Spray Solutions, LLC
 Scott N. Schroyer, Digitally signed by Scott N.
 Schroyer, Director
 By: Director Date: 2018.12.16 08:36 -05'00'
 Scott Schroyer, Director
 Public Utilities

SARASOTA COUNTY

By: [Signature] Date: 12.10.18
 Jason K. Brown, Project Manager
 Public Works - Capital Projects
 By: [Signature] Date: 12/11/18
 John C. Chapman, Construction Manager
 Public Works - Capital Projects

Digitally signed by David
 Cash
 Date: 2018.12.17 12:51:39
 -05'00'

David Cash

WA12 ESS 2016-401.docx

Description of Work Including / Not limited To:

This project includes By-Passing, Cleaning and preparation of Lift Station, 1 to 2 inch coating of patching and profiling Cement, and spraying the Lift Station with a 1/2-inch thick coating of Spraywall totaling 644 square foot, utilizing A Polyurethane coating per Contract No. 2016-401. More specifically, the work includes the following:

1. Cleaning and Televising of Manhole and/or Wet wells per Section 02539
 - a. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (DVD format), and assessment of each manhole/structure specified in the Work Assignment
 - b. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris
 - c. Contractor will be responsible for proper disposal of any debris removed during the cleaning operations per 1.07 Removal of Debris
 - d. Televising shall include producing and supplying two (2) copies of the before and after pictures and/or digital video records in DVD format, and the Cleaning and Television Inspection Log of each manhole and storm water structure specified and directed
 - e. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes/structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (P ACP)
2. Preparing and Installation of coating per Sarasota County standard specifications per Section 02757 of the contract
3. Furnish and replace manhole rings and cover as needed per 2.05 Manhole Ring and Cover Replacements
4. Rain dishes will be furnished and installed if there isn't one in place already per 2.07 Rain Water Protector
5. Plugging the lines and maintaining flow as needed
6. By-pass pumping, if necessary per Section 02540 of the contract
7. Maintenance of traffic
 - a. Consists of maintaining traffic within the project limits for each Work Assignment, including any temporary suspensions of traffic, and includes all traffic control plans, facilities, devices, and operations as required for the safety and convenience of the public and to minimize public nuisance, as specified in Section 01550 of the contract
8. Site restoration of any disturbed area to same or better conditions
9. Contractor will be responsible for acquiring a water meter through Sarasota County Utilities Department if needed. This includes deposit and cost of water utilized
10. Care will be taken by the vendor to minimize sanitary sewer overflows caused by falling bricks and/or debris into the invert and pipeline while preparing manholes for coating

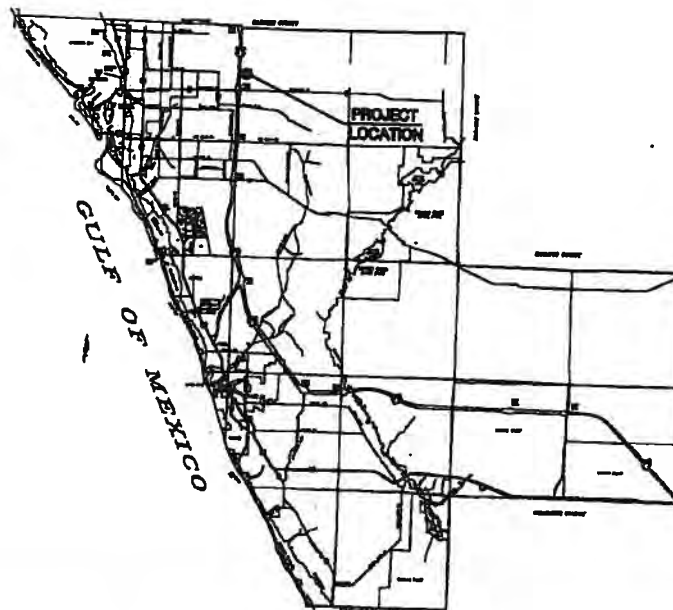
BID FORM - PRICE SCHEDULE					
MANHOLE, WETWELL AND STORMWATER STRUCTURE REHABILITATION CONTRACT					
Spray-Roq BID #153107CS					
A2. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - POLYURETHANE					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
10	Structure/Box Culvert Polyurathane Resin Based Coating - 1/2" Minimum Thickness	S.F.	644.00	\$ 25.00	\$ 16,100.00
SUBTOTAL BID PRICE (A2) MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING-POLYURETHANE					\$ 16,100.00
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
12	Removal of Existing Manhole, Wetwell or Structure Lining System (Excluding T-Lock or Similar Liner)	S.F.	375.00	\$ 9.00	\$ 3,375.00
14	Patching and Profiling - Cementitious Grout Only	S.F.	850.00	\$ 12.00	\$ 10,200.00
15	Infiltration Control - Cementitious or Chemical Grout	GAL.	20.00	\$ 125.00	\$ 2,500.00
SUBTOTAL BID PRICE (B) MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					\$ 16,075.00
C. CLEANING, TELEVISIONING, AND ASSESSMENT					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
27	Cleaning Wetwells	EA	1.00	\$ 1,000.00	\$ 1,000.00
30	Televising (DVD)/Photographs (CD) Wetwells	EA	1.00	\$ 300.00	\$ 300.00
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING, AND ASSESSMENT					\$ 1,300.00
D. ANCILLARY SERVICES					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
33	Bypass Pumping - 6" Pump	DAY	4.00	\$ 3,900.00	\$ 15,600.00
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES					\$ 15,600.00
SUMMARY OF BID ITEMS - COATING METHOD 3 - POLYURETHANE					
SUBTOTAL BID PRICE (A2) - STRUCTURE COATING - POLYURETHANE (Sum Items 10-19)					\$ 16,100.00
SUBTOTAL BID PRICE (B) - STRUCTURE REPAIR (Sum Items 20-32)					\$ 16,075.00
SUBTOTAL BID PRICE (C) - CLEANING, TELEVISIONING, AND ASSESSMENT (Sum Items 33-39)					\$ 1,300.00
SUBTOTAL BID PRICE (D) - ANCILLARY SERVICES (Sum Items 40-46)					\$ 15,600.00
TOTAL BID PRICE - COATING METHOD 2 - POLYURETHANE (Sum A2 + B through D)					\$ 49,075.00
PLUS	Construction Contingency Allowance (5% of Subtotal Price)				\$ 2,453.75
TOTAL PRICE INCLUDING CONTINGENCY ALLOWANCE					\$ 51,528.75

SECTION 18, TOWNSHIP 36S, RANGE 18E
SARASOTA COUNTY, FLORIDA



ENGINEER: KIMLEY-HORN & ASSOCIATES INC.
8586 POTTER PARK DRIVE, SUITE 100
SARASOTA, FLORIDA 34238

ELECTRICAL ENGINEER: SMITH ENGINEERING, INC.
509 - C PAUL MORRIS DRIVE
ENGLEWOOD, FLORIDA 34223



CONSTRUCTED JUNE 1999
CONTRACTOR: RUSTY PLUMBING, INC.
D.E.P. PERMIT: CS58-145383

**RECORD DATA PROVIDED BY
RUSTY PLUMBING, INC.**

DRAWING INDEX	
Sheet No.	Description

1 TITLE SHEET
2 OVERALL SITE PLAN
3 SITE PLAN & PROFILE
4 LIFT STATION DETAIL
5 LIFT STATION DETAIL
6 MISCELLANEOUS DETAILS
E-1 ELECTRICAL DETAILS
E-2 ELECTRICAL DETAILS



**Kimley-Horn
and Associates, Inc.**

DALEY-LEWIS AND ASSOCIATES
JEFF STRENGTHARTER M. P.E.
FLA. REGISTERED ENGINEER
46711

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<http://www.elsevier.com/locate/jmb>



Sarasota County Government
1660 Ringling Blvd., Sarasota, FL 34236

PURCHASE ORDER
PO192211

Purchase Order No. must appear
on all invoices, packing slips,
packages, and correspondence.

VENDOR:

ENGINEERED SPRAY SOLUTIONS LLC
1306 BANANA ROAD
LAKE LAND, FL 33810

SHIP TO:

CAPITAL MANAGEMENT SERVICES
1001 SARASOTA CENTER BLVD
SARASOTA, FL 34240

EMAIL: MDESVERNINE@ESS-1.NET

DATE 03/11/2019	REQUISITION # WA004971	BID # IFB166396CB	CONTRACT # 2016-401	PAYMENT TERMS NET 45	FRT. TERMS F.O.B. FOB DELIVERED		
VENDOR ID 046452	VENDOR PHONE 863-577-4821	CONTRACT EXPIRATION 08/22/2019	DELIVERY REQUIRED BY	APPROVED BY Charlyn Briandi-Seyf			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	FREIGHT	FEES	TOTAL PRICE
0001	1.00	EA	BEE RIDGE HEADWORKS REHABILITATION WORK ASSIGNMENT NO: 13 This project includes removal of existing coating, cleaning and preparation of the headworks, apply coating of patching and profiling cement, spraying the headworks with a 1/4 - inch thick coating of Spraywall totaling 900 square foot, utilizing A Polyurethane coating per Contract No. 2016-401.	38,600.000000	0.00	0.00	38,600.00
0002	1.00	EA	5% Construction Contingency Allowance Products and services cannot be provided after contract expiration date. Invoices must match adopted contract fee schedule. Purchase Order invoices must be mailed to County Contact named on the PO. Contact: Jason Brown Phone: 941-650-3728	1,930.000000	0.00	0.00	1,930.00
TOTAL							\$40,530.00

NOTICE TO VENDORS: Each shipment must have a separate invoice. Terms and conditions applicable at the time of issuance of this purchase order are attached and are incorporated and made part of this purchase order. Do not accept this order without carefully reading all and conditions thereof. Retention of this order by the parties addressed, without notice to the contrary within three days of receipt of this order shall constitute acceptance of this order.

Sarasota County is exempt from State Sales and Federal Excise Tax. Tax Certificate 85-8012515235C-5

EMAIL INVOICES TO: ONBASECLERK@SCGOV.NET
SUBJECT LINE: AP INVOICE

MAIL INVOICES TO: FINANCE DEPARTMENT
CLERK OF CIRCUIT COURT &
COUNTY COMPTROLLER
P.O. BOX 8
SARASOTA, FLORIDA 34230
941-861-5867

BY

Date 03/11/2019

**SARASOTA COUNTY CONSTRUCTION CONTRACT
WORK ASSIGNMENT AUTHORIZATION
Manhole and Stormwater Structure Rehabilitation UPC
Polyurethane Resin Base Coating (Spray-Roq)**

WORK ASSIGNMENT NO: 13

PROJECT NAME: Bee Ridge Headworks Rehabilitation

CONTRACTOR: Engineered Spray Solutions, LLC.

CIP/ORG/ACCT NO: 55958402

CONTRACT NO: 2016-401

BID NO: 166396CS

CONTRACT DATE: 11/19/2018

DATE OF REQUEST: 12/07/2018

WORK ASSIGNMENT TITLE: Bee Ridge Headworks Rehabilitation

Upon the completion and execution of this Work Assignment by both parties to the Contract, and upon the County issuing the Contractor a written Notice to Proceed, the Contractor will be authorized and shall proceed and complete the following work in accordance with the Contract documents:

Description of Work:

This project includes removal of existing coating, cleaning and preparation of the headworks, apply coating of patching and profiling cement, spraying the headworks with a 1/4-inch thick coating of Spraywall totaling 900 square foot, utilizing A Polyurethane coating per Contract No. 2016-401.

Attachments (list all applicable -- i.e. Quote, Plans, Aerial Graphic, Scope of Services, etc.):

- Description of Work
- Price Schedule
- Map of Area

CONTRACT PRICING

Original Contract Amount:\$2,700,000.00
 Previous Work Assignments:\$1,840,634.36
 Contract Amount Remaining after all prior Work Assignments:\$859,365.64
 This Work Assignment Amount:\$40,530.00
 Contract Amount Remaining after this Work Assignment:\$818,835.64

WORK ASSIGNMENT TERMS

Time for this Work Assignment (NTP to Final Acceptance): 120 Calendar Days
 Liquidated Damages for work not completed by Substantial Completion: (90 Days)..... \$500.00
 Liquidated Damages for work not completed by Final Acceptance: (30 days after Substantial).... \$125.00

CONTRACTOR

By: [Signature] Date: 2/25/19
 Jim Collier, President
 Engineered Spray Solutions, LLC
 Scott N. Schroyer, Director
 Date: 2019.02.27 11:08:36 -05'00'

SARASOTA COUNTY

By: [Signature] Date: 2.25.19
 Jason K. Brown, Project Manager
 Public Works - Capital Projects
 By: [Signature] Date: 2/25/19
 John C. Chapman, Construction Manager
 Public Works - Capital Projects

WA13 ESS 2016-401.docx

Description of Work Including / Not limited To:

This project includes Removal of existing Coating, Cleaning and preparation of the Bee Ridge Headworks, Apply coating of patching and profiling Cement, and spraying the Headworks with a 1/4-inch thick coating of Spraywall totaling 900 square foot, utilizing A Polyurethane coating per Contract No. 2016-401. More specifically, the work includes the following:

1. Cleaning and Televising of Manhole and/or Wet wells per Section 02539
 - a. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (DVD format), and assessment of each manhole/structure specified in the Work Assignment
 - b. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris
 - c. Contractor will be responsible for proper disposal of any debris removed during the cleaning operations per 1.07 Removal of Debris
 - d. Televising shall include producing and supplying two (2) copies of the before and after pictures and/or digital video records in DVD format, and the Cleaning and Television Inspection Log of each manhole and storm water structure specified and directed
 - e. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes/structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (P ACP)
2. Preparing and Installation of coating per Sarasota County standard specifications per Section 02757 of the contract
3. Plugging the lines and maintaining flow as needed
4. By-pass pumping, if necessary per Section 02540 of the contract
5. Site restoration of any disturbed area to same or better conditions
6. Contractor will be responsible for acquiring a water meter through Sarasota County Utilities Department if needed. This includes deposit and cost of water utilized

BID FORM - PRICE SCHEDULE					
MANHOLE, WETWELL AND STORMWATER STRUCTURE REHABILITATION CONTRACT					
Spray-Roq BID #153107CS					
A2. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - POLYURETHANE					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
9	Structure/Box Culvert Polyurathane Resin Based Coating - 1/4" Minimum Thickness	S.F.	900.00	\$ 19.00	\$ 17,100.00
SUBTOTAL BID PRICE (A2) MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING-POLYURETHANE					\$ 17,100.00
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
12	Removal of Existing Manhole, Wetwell or Structure Lining System (Excluding T-Lock or Similar Liner)	S.F.	900.00	\$ 9.00	\$ 8,100.00
14	Patching and Profiling - Cementitious Grout Only	S.F.	900.00	\$ 12.00	\$ 10,800.00
SUBTOTAL BID PRICE (B) MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					\$ 18,900.00
C. CLEANING, TELEVISIONING, AND ASSESSMENT					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
27	Cleaning Wetwells	EA	2.00	\$ 1,000.00	\$ 2,000.00
30	Televising (DVD)/Photographs (CD) Wetwells	EA	2.00	\$ 300.00	\$ 600.00
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING, AND ASSESSMENT					\$ 2,600.00
SUMMARY OF BID ITEMS - COATING METHOD 3 - POLYURETHANE					
SUBTOTAL BID PRICE (A2) - STRUCTURE COATING - POLYURETHANE (Sum Items 10-19)					\$ 17,100.00
SUBTOTAL BID PRICE (B) - STRUCTURE REPAIR (Sum Items 20-32)					\$ 18,900.00
SUBTOTAL BID PRICE (C) - CLEANING, TELEVISIONING, AND ASSESSMENT (Sum Items 33-39)					\$ 2,600.00
TOTAL BID PRICE - COATING METHOD 2 -POLYURETHANE (Sum A2 + B through D)					\$ 38,600.00
PLUS	Construction Contingency Allowance (5% of Subtotal Price)				\$ 1,930.00
TOTAL PRICE INCLUDING CONTINGENCY ALLOWANCE					\$ 40,530.00





Sarasota County Government
1660 Ringling Blvd., Sarasota, FL 34236

PURCHASE ORDER
PO192250

VENDOR:

VACVISION ENVIRONMENTAL LLC
 10200 US HWY 92 E
 TAMPA, FL 33610

SHIP TO:

CAPITAL MANAGEMENT SERVICES
 1001 SARASOTA CENTER BLVD
 SARASOTA, FL 34240

Purchase Order No. must appear
 on all invoices, packing slips,
 packages, and correspondence.

EMAIL: SLABIANCA@VAC-VISION.COM

DATE 03/14/2019	REQUISITION # WA004972	BID # IFB111426CS	CONTRACT # 2014-308	PAYMENT TERMS NET 45	FRT. TERMS F.O.B. FOB DELIVERED		
VENDOR ID 038607	VENDOR PHONE 813-626-0700	CONTRACT EXPIRATION 04/21/2019	DELIVERY REQUIRED BY	APPROVED BY Donna Bitting			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	FREIGHT	FEES	TOTAL PRICE
0001	1.00	EA	WORK ASSIGNMENT NO: 25 North Lift Station Rehabilitation at Various Locations This Project includes By-passing, Cleaning and Preparation of Lift Station, Coating of Patching and Profiling Cement, and Spraying the Lift Station with a 1 (one) inch thick Coating of Sewpercoat, Utilizing A Cementitious coating per Contract No: 2014-308. Products and services cannot be provided after contract expiration date. Invoices must match adopted contract fee schedule. Purchase Order invoices must be mailed to County Contact named on the PO. Contact: Jason Brown Phone: 941- 650-3728 email: jkbrown@scgov.net	78,634.500000	0.00	0.00	78,634.50
TOTAL							\$78,634.50

NOTICE TO VENDORS: Each shipment must have a separate invoice. Terms and conditions applicable at the time of issuance of this purchase order are attached and are incorporated and made part of this purchase order. Do not accept this order without carefully reading all and conditions thereof. Retention of this order by the parties addressed, without notice to the contrary within three days of receipt of this order shall constitute acceptance of this order.

Sarasota County is exempt from State Sales and Federal Excise Tax. Tax Certificate 85-8012515235C-5

EMAIL INVOICES TO: ONBASECLERK@SCGOV.NET
 SUBJECT LINE: AP INVOICE

MAIL INVOICES TO: FINANCE DEPARTMENT
 CLERK OF CIRCUIT COURT &
 COUNTY COMPTROLLER
 P.O. BOX 8
 SARASOTA, FLORIDA 34230
 941-861-5867

BY

Date 03/14/2019

W A004972

SARASOTA COUNTY CONSTRUCTION CONTRACT WORK ASSIGNMENT AUTHORIZATION Manhole and Stormwater Structure Rehabilitation UPC Cementitious

WORK ASSIGNMENT NO: 25
PROJECT NAME: North Lift Station Rehabilitation at Various Locations
CONTRACTOR: VacVision Environmental, LLC CIP/ORG/ACCT NO: 55958402
CONTRACT NO: 2014-308 BID NO: 111426CS
CONTRACT DATE: 04/22/2014 DATE OF REQUEST: 02/22/2019

*OK wns
3/7/19*

WORK ASSIGNMENT TITLE: North Lift Station Rehabilitation at Various Locations

Upon the completion and execution of this Work Assignment by both parties to the Contract, and upon the County issuing the Contractor a written Notice to Proceed, the Contractor will be authorized and shall proceed and complete the following work in accordance with the Contract documents:

Description of Work:

This work includes Lift Station coatings in attached documents, utilizing method 1 cementitious coating per contract #2014-308:

Attachments (list all applicable – i.e. Quote, Plans, Aerial Graphic, Scope of Services, etc.):
Scope, Maps, and Excel spread sheets for MH's needing rehabilitation

CONTRACT PRICING

Original Contract Amount:.....\$1,666,666.67
Previous Work Assignments:.....\$70,168.27
Contract Amount Remaining after all prior Work Assignments:\$1,596,498.40
This Work Assignment Amount:.....\$78,634.50
Contract Amount Remaining after this Work Assignment:\$1,517,863.90 *am*

WORK ASSIGNMENT TERMS

Time for this Work Assignment (NTP to Final Acceptance): 60 Calendar Days
Liquidated Damages for work not completed by Substantial Completion (30 Days).....\$100.00
Liquidated Damages for work not completed by Final Acceptance (30 Days after Substantial).....\$25.00

CONTRACTOR

By: [Signature] Date: 2/22/19
Ben Roese, Vice President
VacVision, A Vortex Company
Digitally signed by Scott N. Schroyer,
Director
By: Scott N. Schroyer, Director Date: 2019.02.22 15:42:22 -05'00'
Scott Schroyer, Director
Public Utilities

SARASOTA COUNTY

By: [Signature] Date: 2.22.19
Jason K. Brown, Project Manager
Public Works – Capital Projects
By: [Signature] Date: 2/5/19
John C. Chapman, Construction Manager
Public Works – Capital Projects

Description of Work Including / Not limited To:

This project includes By-Passing, Cleaning and preparation of Lift Station, coating of patching and profiling Cement, and spraying the Lift Station with a 1 inch thick coating of Sewpercoat, utilizing A Cementitious coating per Contract No. 2014-308.

More specifically, the work includes the following:

1. Cleaning and Televising of Manhole and/or Wet wells per Section 02539
 - a. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (DVD format), and assessment of each manhole/structure specified in the Work Assignment
 - b. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris
 - c. Contractor will be responsible for proper disposal of any debris removed during the cleaning operations per 1.07 Removal of Debris
 - d. Televising shall include producing and supplying two (2) copies of the before and after pictures and/or digital video records in DVD format, and the Cleaning and Television Inspection Log of each manhole and storm water structure specified and directed
 - e. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes/structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (P ACP)
2. Preparing and Installation of coating per Sarasota County standard specifications per Section 02757 of the contract
3. Plugging the lines and maintaining flow as needed
4. By-pass pumping, if necessary per Section 02540 of the contract
5. Maintenance of traffic
 - a. Consists of maintaining traffic within the project limits for each Work Assignment, including any temporary suspensions of traffic, and includes all traffic control plans, facilities, devices, and operations as required for the safety and convenience of the public and to minimize public nuisance, as specified in Section 01550 of the contract
6. Site restoration of any disturbed area to same or better conditions
7. Contractor will be responsible for acquiring a water meter through Sarasota County Utilities Department if needed. This includes deposit and cost of water utilized
8. Care will be taken by the vendor to minimize SSO's caused by By-pass pumping and/or debris being allowed into the force main or pipeline while preparing Lift Stations for coating.

VACVISION

environmental

A VORTEX COMPANY

10200 US 92 East, Tampa, FL 33610

(866)954-9888

29 Rushmore Dr., Greenville, SC 29615

To:	Sarasota County	Contact:	Jason Brown
Address:	1001 Sarasota Center Blvd Sarasota, FL 34240	Phone:	(941) 861-0506
		Fax:	(941) 861-0589
Project Name:	Sarasota County Lift Station Rehab - North	Bid Number:	19-1630
Project Location:	Various Locations, Sarasota Co., FL	Bid Date:	2/11/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
6	Structure/Box Culvert/Wetwell Cementitious Coating 1" Minimum Thickness	3,450.00	SF	\$10.00	\$34,500.00
26	Removal Of Existing Manhole, Wetwell Or Structure Lining System (Excluding T-Lock Or Similar Liner)	3,450.00	SF	\$5.00	\$17,250.00
27	Removal of Ex. Manhole, Wet well or Structure T-Lock or Similar Lining System	0.00	SF	\$12.00	\$0.00
28	Patching And Profiling - Cementitious Grout Only	3,450.00	SF	\$2.00	\$6,900.00
29	Infiltration Control - Cementitious Or Chemical Grout	180.00	GAL	\$8.00	\$1,440.00
30	Bonding Compound	0.00	GAL	\$40.00	\$0.00
31	Bench And Invert Repair	0.00	LF	\$80.00	\$0.00
41	Cleaning Wetwells	9.00	EACH	\$1,300.00	\$11,700.00
44	Televising (DVD) / Photographs (CD) Wetwells	9.00	EACH	\$200.00	\$1,800.00
45	Bypass Pumping - 4" Pump	10.00	DDAY	\$50.00	\$500.00
46	Bypass Pumping - 6" Pump	2.00	DDAY	\$400.00	\$800.00
47	Bypass Pumping - 8" Pump	0.00	DDAY	\$500.00	\$0.00
Plus	Construction Contingency Allowance (5% Of Subtotal Price)	5.00	PCNT	\$748.90	\$3,744.50

Total Bid Price: \$78,634.50

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: VacVision Environmental LLC Authorized Signature: _____ Estimator: Benjamin T Roese (813) 918-0439 benroese@vortexcompanies.com
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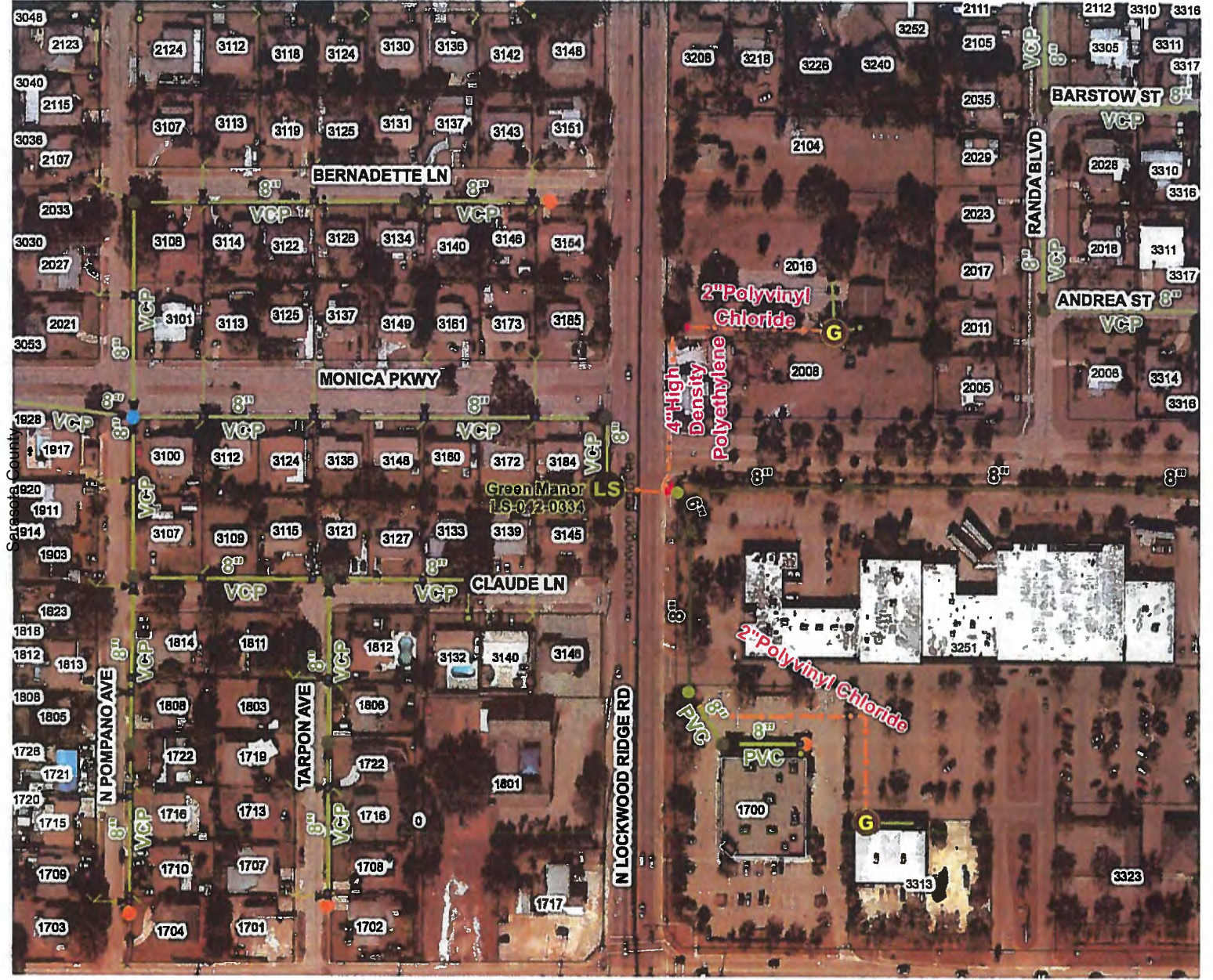
Sarasota County

LS Number	LS NAME	ADDRESS	AREA	Diameter	Depth	Surface	Existing	PUMPS	Crew	Truck	Infiltration	Bonding	Bypass Pump
						Area FT2	Coating	TO	Days	Days	Control	Compound	4", 6", 8"?
LS-024-0300	Sun Hydraulics	1570 University Pkwy	North (Aqua)	6	12.5	292.02	Bitumastic				20		4"
LS-026-0312	NORTH GATE #1	1641 Northgate Blvd	North	6	15.5	348.54	Bitumastic				20		4"
LS-032-0016	Gocio	3969 Gocio Road	North	6	21.4	459.696	Bitumastic	FM			20		6"
LS-042-0334	Green Manor	1979 N Lockwood Ridge Blvd	North	5	14.8	271.61	some Bitumastic				20		4"
LS-047-0366	Sarasota Commerce Center	Paramount Drive	North	8	16.8	522.496	None				20		4"
LS-047-0373	Loral	330 Cattlemen Road	North	8	18.5	565.2	Bitumastic				20		4"
LS-257-0017	Southwell 1	4016 SOUTHWELL WAY	North	6	12	282.6	Bitumastic				20		4"
LS-258-0022	ALEXANDER POPE	4649 Alexander Pope Lane	North	6	12.5	292.02	Bitumastic				20		4"
LS-053-0074	Tamaron 2	1528 Oakview Dr	North	6	19	414.48	Bitumastic				20		4"
					143	3448.662			12	5	180		
	INFORMATION AS OF:												
	2/22/2019												

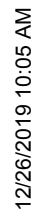








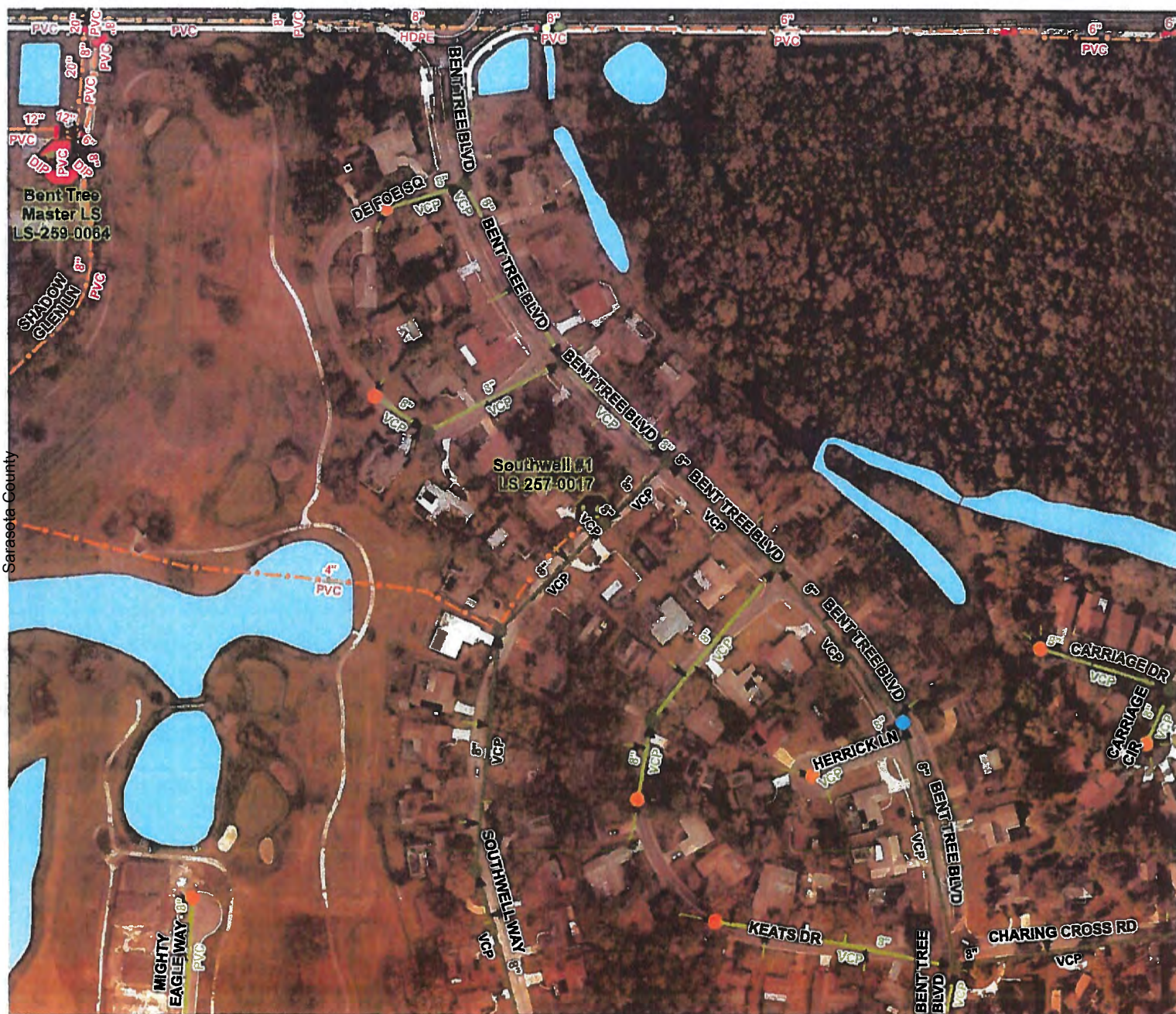
Sarasota County







Carasola County







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2019

12/10/2018

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED 1406282 VacVision Environmental, LLC (See Attached Named Insured Schedule) 18150 Imperial Valley Dr. Houston TX 77060	INSURER A: Zurich American Insurance Company		NAIC # 16535
	INSURER B: Liberty Insurance Underwriters Inc		NAIC # 19917
	INSURER C: Evanston Insurance Company		NAIC # 35378
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 15108814 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO 5597236-00	12/11/2018	12/11/2019	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 5597237-00	12/11/2018	12/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	100023293103	12/11/2018	12/11/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	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/A	WC 5616707-00	12/11/2018	12/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution	Y	Y	MKLV2ENV100971	12/11/2018	12/11/2019	\$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION See Attachments

15108814

Sarasota County Government
 1001 Sarasota Center Blvd.
 Sarasota FL 34240-0000

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

[Signature]

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Named Insured Schedule

Vortex Infrastructure Holdco, LLC
 Vortex Companies, LLC
 Vortex Infrastructure Services, LLC
 Vortex Infrastructure Products, LLC
 Vaught Services, LLC
 Vortex Turnkey Solutions, LLC
 Quadex Lining Systems, LLC
 Vortex West
 Vortex Industrial Solutions, LLC
 Ricor Services, LLC
 VacVision Environmental, LLC
 Quadex Acquisition, LLC
 Quadex, LLC
 Schwalm USA, LLC
 Shoptrenchless.com LLC
 Vortex Infrastructure Holdings, LLC
 Midas Flow Controls - South Central, LLC
 Vaught Holdings, LLC



Sarasota County Government
1660 Ringling Blvd., Sarasota, FL 34236

PURCHASE ORDER
PO192251

Purchase Order No. must appear
on all invoices, packing slips,
packages, and correspondence.

VENDOR:
VACVISION ENVIRONMENTAL LLC
10200 US HWY 92 E
TAMPA, FL 33610

SHIP TO:
CAPITAL MANAGEMENT SERVICES
1001 SARASOTA CENTER BLVD
SARASOTA, FL 34240

EMAIL: SLABIANCA@VAC-VISION.COM

DATE 03/14/2019		REQUISITION # WA004973		BID # IFB111426CS		CONTRACT # 2014-308		PAYMENT TERMS NET 45		FRT. TERMS F.O.B. FOB DELIVERED	
VENDOR ID 038607		VENDOR PHONE 813-626-0700		CONTRACT EXPIRATION 04/21/2019		DELIVERY REQUIRED BY		APPROVED BY Donna Bitting			
ITEM	QTY	UNIT	DESCRIPTION				UNIT PRICE	FREIGHT	FEES	TOTAL PRICE	
0001	1.00	EA	<p>WORK ASSIGNMENT NO: 26</p> <p>Central Lift Station Rehabilitation at Various Locations</p> <p>This Project includes By-passing, Cleaning and Preparation of Lift Station, Coating of Patching and Profiling Cement, and Spraying the Lift Station with a 1 (one) inch thick Coating of Sewpercoat, Utilizing A Cementitious coating per Contract No: 2014-308.</p> <p>Products and services cannot be provided after contract expiration date.</p> <p>Invoices must match adopted contract fee schedule.</p> <p>Purchase Order invoices must be mailed to County Contact named on the PO.</p> <p>Contact: Jason Brown Phone: 941- 650-3728 email: jkbrown@scgov.net</p>				87,322.200000	0.00	0.00	87,322.20	
TOTAL							\$87,322.20				

NOTICE TO VENDORS: Each shipment must have a separate invoice. Terms and conditions applicable at the time of issuance of this purchase order are attached and are incorporated and made part of this purchase order. Do not accept this order without carefully reading all and conditions thereof. Retention of this order by the parties addressed, without notice to the contrary within three days of receipt of this order shall constitute acceptance of this order. Sarasota County is exempt from State Sales and Federal Excise Tax. Tax Certificate 85-8012515235C-5

EMAIL INVOICES TO: ONBASECLERK@SCGOV.NET
SUBJECT LINE: AP INVOICE

MAIL INVOICES TO: FINANCE DEPARTMENT
CLERK OF CIRCUIT COURT &
COUNTY COMPTROLLER
P.O. BOX 8
SARASOTA, FLORIDA 34230
941-861-5867

BY _____ Date 03/14/2019

W 100 4973

**SARASOTA COUNTY CONSTRUCTION CONTRACT
WORK ASSIGNMENT AUTHORIZATION
Manhole and Stormwater Structure Rehabilitation UPC
Cementitious**

WORK ASSIGNMENT NO: 26

PROJECT NAME: Central Lift Station Rehabilitation at Various Locations

CONTRACTOR: VacVision Environmental, LLC CIP/ORG/ACCT NO: 55958402

CONTRACT NO: 2014-308 BID NO: 111426CS

CONTRACT DATE: 04/22/2014 DATE OF REQUEST: 02/22/2019

WORK ASSIGNMENT TITLE: Central Lift Station Rehabilitation at Various Locations

Upon the completion and execution of this Work Assignment by both parties to the Contract, and upon the County issuing the Contractor a written Notice to Proceed, the Contractor will be authorized and shall proceed and complete the following work in accordance with the Contract documents:

Description of Work:

This work includes Lift Station coatings in attached documents, utilizing method 1 cementitious coating per contract #2014-308:

Attachments (list all applicable – i.e. Quote, Plans, Aerial Graphic, Scope of Services, etc.):

Scope, Maps, and Excel spread sheets for MH's needing rehabilitation

CONTRACT PRICING

Original Contract Amount:.....\$1,666,666.67

Previous Work Assignments:.....\$148,802.77

Contract Amount Remaining after all prior Work Assignments:\$1,517,863.90

This Work Assignment Amount:.....\$87,322.20

Contract Amount Remaining after this Work Assignment:\$1,430,541.70

WORK ASSIGNMENT TERMS

Time for this Work Assignment (NTP to Final Acceptance): 60 Calendar Days

Liquidated Damages for work not completed by Substantial Completion (30 Days).....\$100.00

Liquidated Damages for work not completed by Final Acceptance (30 Days after Substantial).....\$25.00

CONTRACTOR

By: [Signature] Date: 2/22/19
Ben Roese, Vice President
VacVision, A Vortex Company

By: Scott N. Schroyer, Director Digitally signed by Scott N. Schroyer,
Director Date: 2019.02.22 15:42:54 -05'00'
Scott Schroyer, Director
Public Utilities

SARASOTA COUNTY

By: [Signature] Date: 2.22.19
Jason K. Brown, Project Manager
Public Works – Capital Projects

By: [Signature] Date: 2/25/19
John C. Chapman, Construction Manager
Public Works – Capital Projects

WA026 Vac-Vision 2014-308.docx

Description of Work Including / Not limited To:

This project includes By-Passing, Cleaning and preparation of Lift Station, coating of patching and profiling Cement, and spraying the Lift Station with a 1 inch thick coating of Sewpercoat, utilizing A Cementitious coating per Contract No. 2014-308. More specifically, the work includes the following:

1. Cleaning and Televising of Manhole and/or Wet wells per Section 02539
 - a. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (DVD format), and assessment of each manhole/structure specified in the Work Assignment
 - b. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris
 - c. Contractor will be responsible for proper disposal of any debris removed during the cleaning operations per 1.07 Removal of Debris
 - d. Televising shall include producing and supplying two (2) copies of the before and after pictures and/or digital video records in DVD format, and the Cleaning and Television Inspection Log of each manhole and storm water structure specified and directed
 - e. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes/structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (P ACP)
2. Preparing and Installation of coating per Sarasota County standard specifications per Section 02757 of the contract
3. Plugging the lines and maintaining flow as needed
4. By-pass pumping, if necessary per Section 02540 of the contract
5. Maintenance of traffic
 - a. Consists of maintaining traffic within the project limits for each Work Assignment, including any temporary suspensions of traffic, and includes all traffic control plans, facilities, devices, and operations as required for the safety and convenience of the public and to minimize public nuisance, as specified in Section 01550 of the contract
6. Site restoration of any disturbed area to same or better conditions
7. Contractor will be responsible for acquiring a water meter through Sarasota County Utilities Department if needed. This includes deposit and cost of water utilized
8. Care will be taken by the vendor to minimize SSO's caused by By-pass pumping and/or debris being allowed into the force main or pipeline while preparing Lift Stations for coating.

VACVISION

environmental

A VORTEX COMPANY

10200 US 92 East, Tampa, FL 33610

(866)954-9888

29 Rushmore Dr., Greenville, SC 29615

To:	Sarasota County	Contact:	Jason Brown
Address:	1001 Sarasota Center Blvd Sarasota, FL 34240	Phone:	(941) 861-0506
		Fax:	(941) 861-0589
Project Name:	Sarasota County Lift Station Rehab - Central	Bid Number:	19-1631
Project Location:	Various Locations, Sarasota Co., FL	Bid Date:	2/11/2019

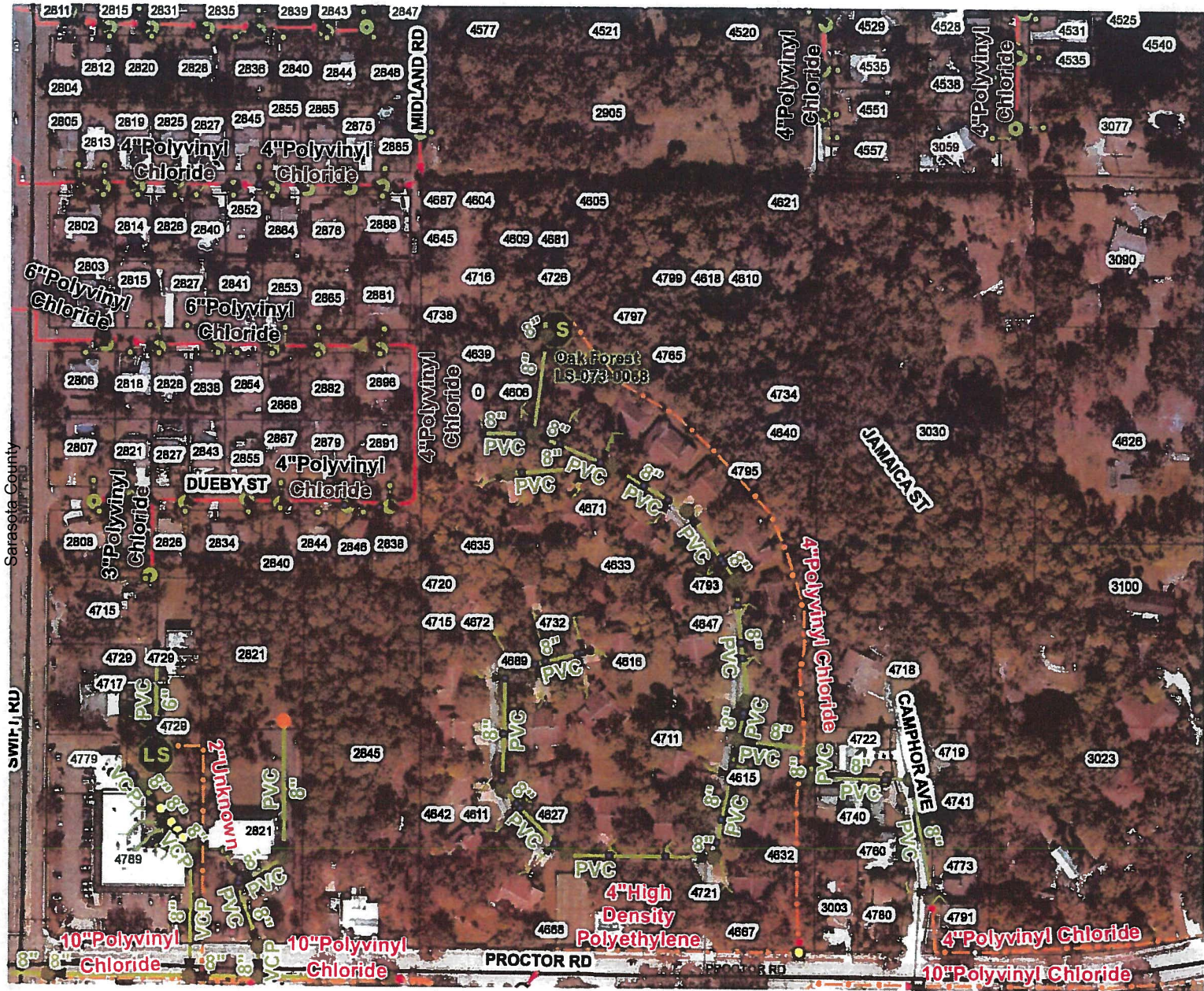
Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
6	Structure/Box Culvert/Wetwell Cementitious Coating 1" Minimum Thickness	3,570.00	SF	\$10.00	\$35,700.00
26	Removal Of Existing Manhole, Wetwell Or Structure Lining System (Excluding T-Lock Or Similar Liner)	3,268.00	SF	\$5.00	\$16,340.00
27	Removal of Ex. Manhole, Wet well or Structure T-Lock or Similar Lining System	302.00	SF	\$12.00	\$3,624.00
28	Patching And Profiling - Cementitious Grout Only	3,570.00	SF	\$2.00	\$7,140.00
29	Infiltration Control - Cementitious Or Chemical Grout	220.00	GAL	\$8.00	\$1,760.00
30	Bonding Compound	0.00	GAL	\$40.00	\$0.00
31	Bench And Invert Repair	0.00	LF	\$80.00	\$0.00
41	Cleaning Wetwells	11.00	EACH	\$1,300.00	\$14,300.00
44	Televising (DVD) / Photographs (CD) Wetwells	11.00	EACH	\$200.00	\$2,200.00
45	Bypass Pumping - 4" Pump	10.00	DDAY	\$50.00	\$500.00
46	Bypass Pumping - 6" Pump	4.00	DDAY	\$400.00	\$1,600.00
47	Bypass Pumping - 8" Pump	0.00	DDAY	\$500.00	\$0.00
Plus	Construction Contingency Allowance (5% Of Subtotal Price)	5.00	PCNT	\$831.64	\$4,158.20

Total Bid Price: \$87,322.20

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: VacVision Environmental LLC Authorized Signature: _____ Estimator: Benjamin T Roese (813) 918-0439 benroese@vortexcompanies.com
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Sarasota County

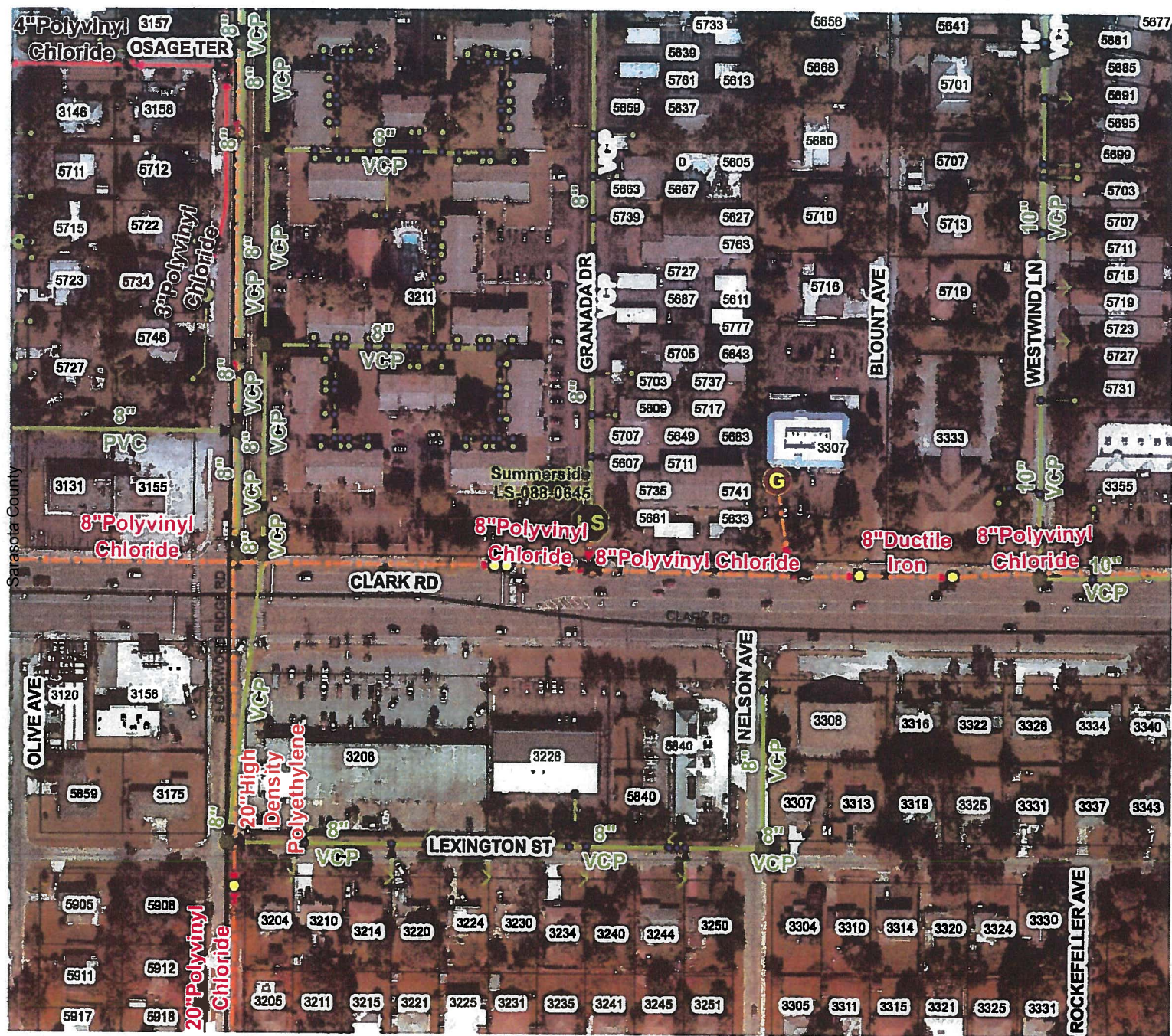
LS Number	LS NAME	ADDRESS	AREA	Diameter	Depth	Surface	Existing	PUMPS	Crew	Truck	Infiltration	Bonding	Bypass Pump
						Area FT2	Coating	TO	Days	Days	Control	Compound	4", 6", 8"?
LS-073-0068	Oak Forest Dr	4615 E Oak Forest Dr	Central	6	13	301.44	Fiberglass Sheets				20		4"
LS-082-0713	Hidden Harbor	5215 Midnight Pass Rd	Central	5	15	274.75	None	FM			20		6"
LS-084-0719	Glebe	5431 Midnight Pass Rd	Central	5	16.8	303.01	None	FM			20		6"
LS-086-0635	Strathmore 2	2306 Canal Bluff Pl	Central	6	16	357.96	None				20		4"
LS-088-0645	Summerside	3301 Clark Road	Central	5	10.7	207.24	None				20		4"
LS-100-0667	BENEVA OAKS	6607 BENEVA ROAD	Central	6	16.3	363.612	Bitumastic				20		4"
LS-109-0659	Cedar Cove	1852 Baywood Dr	Central	5	8.7	175.84	None some Bit	MH			20		4"
LS-113-0671	Ballantrae	3611 Glen Bagle Dr	South (Central)	6	16	357.96	None				20		4"
LS-116-0499	BOTANICA	5100 PALMER RANCH BLVD	Central	6	24.3	514.332	Bitumastic				20		4"
LS-122-0416	Central Sarasota Pkwy 1	4919 Central Sarasota Pkwy	Central	6	16.7	371.148	some green paint				20		4"
LS-123-0672	Pinetree /Timberwood	7964 Timberwoods Circle	South (Central)	6	15	339.12	None				20		4"
					168.5	3566.412			14	6	220		
	INFORMATION AS OF:												
	2/22/2019												













Santa Rosa County











Sarasota County Government
1660 Ringling Blvd., Sarasota, FL 34236

PURCHASE ORDER
PO192252

Purchase Order No. must appear
on all invoices, packing slips,
packages, and correspondence.

VENDOR:

VACVISION ENVIRONMENTAL LLC
10200 US HWY 92 E
TAMPA, FL 33610

SHIP TO:

CAPITAL MANAGEMENT SERVICES
1001 SARASOTA CENTER BLVD
SARASOTA, FL 34240

EMAIL: SLABIANCA@VAC-VISION.COM

DATE 03/14/2019	REQUISITION # WA004974	BID # IFB111426CS	CONTRACT # 2014-308	PAYMENT TERMS NET 45	FRT. TERMS F.O.B. FOB DELIVERED		
VENDOR ID 038607	VENDOR PHONE 813-626-0700	CONTRACT EXPIRATION 04/21/2019	DELIVERY REQUIRED BY	APPROVED BY Donna Bitting			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	FREIGHT	FEES	TOTAL PRICE
0001	1.00	EA	<p>WORK ASSIGNMENT NO: 27</p> <p>South Lift Station Rehabilitation at Various Locations</p> <p>This Project includes By-passing, Cleaning and Preparation of Lift Station, Coating of Patching and Profiling Cement, and Spraying the Lift Station with a 1 (one) inch thick Coating of Sewpercoat, Utilizing A Cementitious coating per Contract No: 2014-308.</p> <p>Products and services cannot be provided after contract expiration date.</p> <p>Invoices must match adopted contract fee schedule.</p> <p>Purchase Order invoices must be mailed to County Contact named on the PO.</p> <p>Contact: Jason Brown Phone: 941- 650-3728 email: jkbrown@scgov.net</p>	89,721.450000	0.00	0.00	89,721.45
TOTAL							\$89,721.45

NOTICE TO VENDORS: Each shipment must have a separate invoice. Terms and conditions applicable at the time of issuance of this purchase order are attached and are incorporated and made part of this purchase order. Do not accept this order without carefully reading all and conditions thereof. Retention of this order by the parties addressed, without notice to the contrary within three days of receipt of this order shall constitute acceptance of this order. Sarasota County is exempt from State Sales and Federal Excise Tax. Tax Certificate 85-8012515235C-5

EMAIL INVOICES TO: ONBASECLERK@SCGOV.NET
SUBJECT LINE: AP INVOICE
MAIL INVOICES TO: FINANCE DEPARTMENT
CLERK OF CIRCUIT COURT &
COUNTY COMPTROLLER
P.O. BOX 8
SARASOTA, FLORIDA 34230
941-861-5867

BY _____

Date 03/14/2019

W A004974

**SARASOTA COUNTY CONSTRUCTION CONTRACT
WORK ASSIGNMENT AUTHORIZATION
Manhole and Stormwater Structure Rehabilitation UPC
Cementitious**

WORK ASSIGNMENT NO: 27

PROJECT NAME: South Lift Station Rehabilitation at Various Locations

CONTRACTOR: VacVision Environmental, LLC

CIP/ORG/ACCT NO: 55958402

*OK by us
3/7/19*

CONTRACT NO: 2014-308

BID NO: 111426CS

CONTRACT DATE: 04/22/2014

DATE OF REQUEST: 02/22/2019

WORK ASSIGNMENT TITLE: South Lift Station Rehabilitation at Various Locations

Upon the completion and execution of this Work Assignment by both parties to the Contract, and upon the County issuing the Contractor a written Notice to Proceed, the Contractor will be authorized and shall proceed and complete the following work in accordance with the Contract documents:

Description of Work:

This work includes Lift Station coatings in attached documents, utilizing method 1 cementitious coating per contract #2014-308:

Attachments (list all applicable – i.e. Quote, Plans, Aerial Graphic, Scope of Services, etc.):

Scope, Maps, and Excel spread sheets for MH's needing rehabilitation

CONTRACT PRICING

Original Contract Amount:.....\$1,666,666.67

Previous Work Assignments:.....\$236,124.97

Contract Amount Remaining after all prior Work Assignments:\$1,430,541.70

This Work Assignment Amount:.....\$89,721.45

Contract Amount Remaining after this Work Assignment:\$1,340,820.25

am

WORK ASSIGNMENT TERMS

Time for this Work Assignment (NTP to Final Acceptance): 60 Calendar Days

Liquidated Damages for work not completed by Substantial Completion (30 Days).....\$100.00

Liquidated Damages for work not completed by Final Acceptance (30 Days after Substantial).....\$25.00

CONTRACTOR

By: _____ Date: 2/22/19

Ben Roese, Vice President

VacVision, A Vortex Company

Scott N. Schroyer, Digitally signed by Scott N.

Schroyer, Director

Director Date: 2019.03.24 14:24 -05'00'

Scott Schroyer, Director

Public Utilities

SARASOTA COUNTY

By: _____ Date: 2.22.19

Jason K. Brown, Project Manager

Public Works – Capital Projects

By: _____ Date: 2/25/19

John C. Chapman, Construction Manager

Public Works – Capital Projects

WA027 Vac-Vision 2014-308.docx

Description of Work Including / Not limited To:

This project includes By-Passing, Cleaning and preparation of Lift Station, coating of patching and profiling Cement, and spraying the Lift Station with a 1 inch thick coating of Sewpercoat, utilizing A Cementitious coating per Contract No. 2014-308. More specifically, the work includes the following:

1. Cleaning and Televising of Manhole and/or Wet wells per Section 02539
 - a. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (DVD format), and assessment of each manhole/structure specified in the Work Assignment
 - b. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris
 - c. Contractor will be responsible for proper disposal of any debris removed during the cleaning operations per 1.07 Removal of Debris
 - d. Televising shall include producing and supplying two (2) copies of the before and after pictures and/or digital video records in DVD format, and the Cleaning and Television Inspection Log of each manhole and storm water structure specified and directed
 - e. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes/structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (P ACP)
2. Preparing and Installation of coating per Sarasota County standard specifications per Section 02757 of the contract
3. Plugging the lines and maintaining flow as needed
4. By-pass pumping, if necessary per Section 02540 of the contract
5. Maintenance of traffic
 - a. Consists of maintaining traffic within the project limits for each Work Assignment, including any temporary suspensions of traffic, and includes all traffic control plans, facilities, devices, and operations as required for the safety and convenience of the public and to minimize public nuisance, as specified in Section 01550 of the contract
6. Site restoration of any disturbed area to same or better conditions
7. Contractor will be responsible for acquiring a water meter through Sarasota County Utilities Department if needed. This includes deposit and cost of water utilized
8. Care will be taken by the vendor to minimize SSO's caused by By-pass pumping and/or debris being allowed into the force main or pipeline while preparing Lift Stations for coating.

VACVISION

environmental

A VORTEX COMPANY

10200 US 92 East, Tampa, FL 33610

(866)954-9888

29 Rushmore Dr., Greenville, SC 29615

To:	Sarasota County	Contact:	Jason Brown
Address:	1001 Sarasota Center Blvd Sarasota, FL 34240	Phone:	(941) 861-0506
		Fax:	(941) 861-0589
Project Name:	Sarasota County Lift Station Rehab - South (B)	Bid Number:	19-1633
Project Location:	Various Locations, Sarasota Co., FL	Bid Date:	2/11/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
6	Structure/Box Culvert/Wetwell Cementitious Coating 1" Minimum Thickness	3,802.00	SF	\$10.00	\$38,020.00
26	Removal Of Existing Manhole, Wetwell Or Structure Lining System (Excluding T-Lock Or Similar Liner)	3,277.00	SF	\$5.00	\$16,385.00
27	Removal of Ex. Manhole, Wet well or Structure T-Lock or Similar Lining System	525.00	SF	\$12.00	\$6,300.00
28	Patching And Profiling - Cementitious Grout Only	3,802.00	SF	\$2.00	\$7,604.00
29	Infiltration Control - Cementitious Or Chemical Grout	180.00	GAL	\$8.00	\$1,440.00
30	Bonding Compound	0.00	GAL	\$40.00	\$0.00
31	Bench And Invert Repair	0.00	LF	\$80.00	\$0.00
41	Cleaning Wetwells	9.00	EACH	\$1,300.00	\$11,700.00
44	Televising (DVD) / Photographs (CD) Wetwells	9.00	EACH	\$200.00	\$1,800.00
45	Bypass Pumping - 4" Pump	12.00	DDAY	\$50.00	\$600.00
46	Bypass Pumping - 6" Pump	4.00	DDAY	\$400.00	\$1,600.00
47	Bypass Pumping - 8" Pump	0.00	DDAY	\$500.00	\$0.00
Plus	Construction Contingency Allowance (5% Of Subtotal Price)	5.00	PCNT	\$854.49	\$4,272.45

Total Bid Price: \$89,721.45

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: VacVision Environmental LLC Authorized Signature: _____ Estimator: Benjamin T Roese (813) 918-0439 benroese@vortexcompanies.com
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2/21/2019 2:00:03 PM

Page 1 of 1

[illegible]



Sarasota County



Sarasota County



Sarasota County



Sarasota County













Sarasota County Government
1660 Ringling Blvd., Sarasota, FL 34236

PURCHASE ORDER
PO192750

Purchase Order No. must appear
on all invoices, packing slips,
packages, and correspondence.

VENDOR:
ENGINEERED SPRAY SOLUTIONS LLC
1306 BANANA ROAD
LAKELAND, FL 33810

SHIP TO:
CAPITAL MANAGEMENT SERVICES
1001 SARASOTA CENTER BLVD
SARASOTA, FL 34240

EMAIL: MDESVERNINE@ESS-1.NET

DATE 05/14/2019	REQUISITION # WA005000	BID # 166396CS	CONTRACT # 2016-401	PAYMENT TERMS NET 45	FRT. TERMS F.O.B. FOB DELIVERED		
VENDOR ID 046452	VENDOR PHONE 863-577-4821	CONTRACT EXPIRATION	DELIVERY REQUIRED BY	APPROVED BY Charlyn Briandi-Seyf			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	FREIGHT	FEES	TOTAL PRICE
0001	1.00	EA	CENTRAL COUNTY LIFT STATIONS REHABILITATION WORK ASSIGNMENT NO: 14 This project includes removal of existing coating, cleaning and preparation of the Lift stations, apply coating of patching and profiling cement, spraying the stations with a 1/4 - inch thick coating of Spraywall totaling 614 square foot, utilizing A Polyurethane coating per Contract No. 2016-401	36,390.000000	0.00	0.00	36,390.00
0002	1.00	EA	5% Construction Contingency Allowance CONTACT: JASON BROWN PHONE: (941) 650-3728 E-MAIL: JKBROWN@SCGOV.NET	1,819.500000	0.00	0.00	1,819.50
TOTAL							\$38,209.50

NOTICE TO VENDORS: Each shipment must have a separate invoice. Terms and conditions applicable at the time of issuance of this purchase order are attached and are incorporated and made part of this purchase order. Do not accept this order without carefully reading all and conditions thereof. Retention of this order by the parties addressed, without notice to the contrary within three days of receipt of this order shall constitute acceptance of this order. Sarasota County is exempt from State Sales and Federal Excise Tax. Tax Certificate 85-8012515235C-5

EMAIL INVOICES TO: ONBASECLERK@SCGOV.NET
SUBJECT LINE: AP INVOICE

MAIL INVOICES TO: FINANCE DEPARTMENT
CLERK OF CIRCUIT COURT &
COUNTY COMPTROLLER
P.O. BOX 8
SARASOTA, FLORIDA 34230
941-861-5867

BY _____ Date 05/14/2019

WA 005000

**SARASOTA COUNTY CONSTRUCTION CONTRACT
WORK ASSIGNMENT AUTHORIZATION
Manhole and Stormwater Structure Rehabilitation UPC
Polyurethane Resin Base Coating (Spray-Roq)**

WORK ASSIGNMENT NO: 14

PROJECT NAME: Central County Lift Stations

CONTRACTOR: Engineered Spray Solutions, LLC.

CIP/ORG/ACCT NO: 55958402

CONTRACT NO: 2016-401

BID NO: 166396CS

CONTRACT DATE: 11/19/2018

DATE OF REQUEST: 05/01/2019

WORK ASSIGNMENT TITLE: Central County Lift Stations Rehabilitation

Upon the completion and execution of this Work Assignment by both parties to the Contract, and upon the County issuing the Contractor a written Notice to Proceed, the Contractor will be authorized and shall proceed and complete the following work in accordance with the Contract documents:

Description of Work:

This project includes removal of existing coating, cleaning and preparation of the Lift stations, apply coating of patching and profiling cement, spraying the stations with a 1/4-inch thick coating of Spraywall totaling 614 square foot, utilizing A Polyurethane coating per Contract No. 2016-401.

Attachments (list all applicable – i.e. Quote, Plans, Aerial Graphic, Scope of Services, etc.):

- Description of Work
- Price Schedule
- Map of Area

CONTRACT PRICING

Original Contract Amount:\$2,700,000.00
 Previous Work Assignments:\$1,881,164.36
 Contract Amount Remaining after all prior Work Assignments:\$818,835.64
 This Work Assignment Amount:\$38,209.50
 Contract Amount Remaining after this Work Assignment:\$780,626.14

WORK ASSIGNMENT TERMS

Time for this Work Assignment (NTP to Final Acceptance): 120 Calendar Days
 Liquidated Damages for work not completed by Substantial Completion: (90 Days)..... \$500.00
 Liquidated Damages for work not completed by Final Acceptance: (30 days after Substantial).... \$125.00

CONTRACTOR

By: [Signature] Date: 5/1/19
 Jim Collier, President
 Engineered Spray Solutions, LLC
 By: Michael J Mylett
Digitally signed by Michael J Mylett
 DN: cn=Michael J Mylett, o=Sarasota County Public
 Utilities, ou=Water & Wastewater,
 email=mmylett@scgov.net, c=US
 Date: 2019.05.01 11:26:34 -0400
 Michael Mylett, Interim Director
 Public Utilities

SARASOTA COUNTY

By: Jason Brown Digitally signed by Jason Brown
 Date: 2019.05.01 11:26:34
 -0400 Date: _____
 Jason K. Brown, Project Manager
 Public Works – Capital Projects
 By: [Signature] Date: 5/1/19
 John C. Chapman, Construction Manager
 Public Works – Capital Projects

WA14 ESS 2016-401.docx

Description of Work Including / Not limited To:

This project includes By-Passing, Cleaning and preparation of Lift Stations, apply coating of patching and profiling cement, and spraying the Lift Station with a 1/4-inch thick coating of Spraywall totaling 614 square foot, utilizing A Polyurethane coating per Contract No. 2016-401. More specifically, the work includes the following:

1. Cleaning and Televising of Manhole and/or Wet wells per Section 02539
 - a. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (DVD format), and assessment of each manhole/structure specified in the Work Assignment
 - b. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris
 - c. Contractor will be responsible for proper disposal of any debris removed during the cleaning operations per 1.07 Removal of Debris
 - d. Televising shall include producing and supplying two (2) copies of the before and after pictures and/or digital video records in DVD format, and the Cleaning and Television Inspection Log of each manhole and storm water structure specified and directed
 - e. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes/structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (P ACP)
2. Preparing and Installation of coating per Sarasota County standard specifications per Section 02757 of the contract
3. Furnish and replace manhole rings and cover as needed per 2.05 Manhole Ring and Cover Replacements
4. Rain dishes will be furnished and installed if there isn't one in place already per 2.07 Rain Water Protector
5. Plugging the lines and maintaining flow as needed
6. By-pass pumping, if necessary per Section 02540 of the contract
7. Maintenance of traffic
 - a. Consists of maintaining traffic within the project limits for each Work Assignment, including any temporary suspensions of traffic, and includes all traffic control plans, facilities, devices, and operations as required for the safety and convenience of the public and to minimize public nuisance, as specified in Section 01550 of the contract
- 8. Site restoration of any disturbed area to same or better conditions**
9. Contractor will be responsible for acquiring a water meter through Sarasota County Utilities Department if needed. This includes deposit and cost of water utilized
10. Care will be taken by the vendor to minimize sanitary sewer overflows caused by falling bricks and/or debris into the invert and pipeline while preparing manholes for coating

BID FORM - PRICE SCHEDULE					
MANHOLE, WETWELL AND STORMWATER STRUCTURE REHABILITATION CONTRACT					
Spray-Roq BID #153107CS					
A2. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - POLYURETHANE					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
9	Structure/Box Culvert Polyurathane Resin Based Coating - 1/4" Minimum Thickness	S.F.	614.00	\$ 19.00	\$ 11,666.00
SUBTOTAL BID PRICE (A2) MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING-POLYURETHANE					\$ 11,666.00
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
12	Removal of Existing Manhole, Wetwell or Structure Lining System (Excluding T-Lock or Similar Liner)	S.F.	284.00	\$ 9.00	\$ 2,556.00
14	Patching and Profiling - Cementitious Grout Only	S.F.	614.00	\$ 12.00	\$ 7,368.00
15	Infiltration Control - Cementitious or Chemical Grout	GAL.	4.00	\$ 125.00	\$ 500.00
SUBTOTAL BID PRICE (B) MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					\$ 10,424.00
C. CLEANING, TELEVISIONING, AND ASSESSMENT					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
27	Cleaning Wetwells	EA	2.00	\$ 1,000.00	\$ 2,000.00
30	Televising (DVD)/Photographs (CD) Wetwells	EA	2.00	\$ 300.00	\$ 600.00
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING, AND ASSESSMENT					\$ 2,600.00
D. ANCILLARY SERVICES					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
33	Bypass Pumping - 6" Pump	DAY	3.00	\$ 3,900.00	\$ 11,700.00
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES					\$ 11,700.00
SUMMARY OF BID ITEMS - COATING METHOD 3 - POLYURETHANE					
SUBTOTAL BID PRICE (A2) - STRUCTURE COATING - POLYURETHANE (Sum Items 10-19)					\$ 11,666.00
SUBTOTAL BID PRICE (B) - STRUCTURE REPAIR (Sum Items 20-32)					\$ 10,424.00
SUBTOTAL BID PRICE (C) - CLEANING, TELEVISIONING, AND ASSESSMENT (Sum Items 33-39)					\$ 2,600.00
SUBTOTAL BID PRICE (D) - ANCILLARY SERVICES (Sum Items 40-46)					\$ 11,700.00
TOTAL BID PRICE - COATING METHOD 2 -POLYURETHANE (Sum A2 + B through D)					\$ 36,390.00
PLUS	Construction Contingency Allowance (5% of Subtotal Price)				\$ 1,819.50
TOTAL PRICE INCLUDING CONTINGENCY ALLOWANCE					\$ 38,209.50

LS Number	LS NAME	ADDRESS	AREA	Diameter	Depth	Surface	Existing	Desired	Date	Coating Notes	NOTES	PUMPS TO
LS-129-0734	Turtles	8875 Midnight Pass Rd.	Central	5	14.5	Area FT ²	Coating	Coating	Coated			
LS-142-0430	SUGARMILL	331 SUGAR MILL RD	Central	6	14.5	266.9	Fiberglass Sheets	Urethane		Grinders	Coordinate with LS OPS	FM
						329.7	Sewercoat	Urethane				
		Needs Urathane Coating	Number Of LS's	2		596.6						
	INFORMATION AS OF:											
	5/1/2019											







Sarasota County Government
1660 Ringling Blvd., Sarasota, FL 34236

PURCHASE ORDER
PO192976

Purchase Order No. must appear
on all invoices, packing slips,
packages, and correspondence.

VENDOR:
ENGINEERED SPRAY SOLUTIONS LLC
1306 BANANA ROAD
LAKELAND, FL 33810

SHIP TO:
CAPITAL MANAGEMENT SERVICES
1001 SARASOTA CENTER BLVD
SARASOTA, FL 34240

EMAIL: MDESVERNINE@ESS-1.NET

DATE 06/11/2019		REQUISITION # WA005011		BID # 166396CS		CONTRACT # 2016-401		PAYMENT TERMS NET 45		FRT. TERMS F.O.B. FOB DELIVERED	
VENDOR ID 046452		VENDOR PHONE 863-577-4821		CONTRACT EXPIRATION 08/22/2019		DELIVERY REQUIRED BY		APPROVED BY Charlyn Briandi-Seyf			
ITEM	QTY	UNIT	DESCRIPTION				UNIT PRICE	FREIGHT	FEES	TOTAL PRICE	
0001	1.00	EA	SOUTH COUNTY LIFT STATIONS REHABILITATION WORK ASSIGNMENT NO: 15 This project includes by-passing, cleaning, and preparation of 6 Lift stations in the south county area; the contractor will apply coating of patching and profiling cement, spraying the stations with a 1/4 - inch thick coating of Spraywall totaling 3,051 square feet, utilizing A Polyurethane coating per Contract No. 2016-401				147,342.000000	0.00	0.00	147,342.00	
0002	1.00	EA	5% Construction Contingency Allowance Products and services cannot be provided after contract expiration date. Invoices must match adopted contract fee schedule. Purchase Order invoices must be mailed to County Contact named on the PO. CONTACT: JASON BROWN PHONE: (941) 650-3728 E-MAIL: JKBROWN@SCGOV.NET				7,367.100000	0.00	0.00	7,367.10	
TOTAL										\$154,709.10	

WA005011

Project: South County Lift Station Rehabilitation
Work Assignment (BCC) No. 15 to Contract No. 2016-401

Contractor: Engineered Spray Solutions, LLC

Funding Information:

Fund	Organization Code	Object Code	Amount
405	55958402	500630	\$154,709.10
Total			\$154,709.10

Project Contact: Jason Brown
(info. for PO) Cell: (941) 650-3728
Email: jkbrown@scgov.net

Contract No. 2019-216
BCC Approved: 6/4/19

**WORK ASSIGNMENT (BCC) NO. 15
TO CONTRACT NO. 2016-401**

This Work Assignment is made and entered into as of the date of execution by both parties, by and between Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and Engineered Spray Solutions LLC, a Florida limited liability company, hereinafter referred to as "Contractor"

WHEREAS, the County and Contractor entered into Contract No. 2016-401 ("Contract") on August 23, 2016; and

WHEREAS, the Contract stipulates that the County may authorize the Contractor by Work Assignment to perform services; and

WHEREAS, County Resolution 2016-055 specifies that agreements over \$100,000.00 shall require approval of the Board of County Commissioners.

NOW THEREFORE, the County and Contractor in consideration of the mutual covenants contained herein, do agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The Contractor shall provide labor, services and materials as set forth in Exhibit A, Description of Work, attached hereto and incorporated herein.
3. The Contractor shall be paid an amount not to exceed \$154,709.10 (One Hundred Fifty-Four Thousand, Seven Hundred Nine Dollars and Ten Cents) in accordance with the Project Price Schedule, as set forth in Exhibit B, attached hereto and incorporated herein.
4. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135,

F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

5. Except as modified herein, all other terms, covenants, and conditions of the Contract shall remain in full force and effect.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Work Assignment as of the last date written below.

WITNESS:

Print Name: Nelissa Kuball

Signed By: Nelissa Kuball

Date: 5/20/19

Engineered Spray Solutions, LLC

Print Name: James J. Estimer

Signed By: [Signature]

Title: Estimator / PM

Date: 5/20/19

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 6/4/19



ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of COUNTY Commissioners

BY: [Signature]
DEPUTY CLERK

Approved as to form and correctness:

BY: [Signature]
COUNTY ATTORNEY sqb

EXHIBIT A - DESCRIPTION OF WORK

UPC CONTRACT NUMBER: 2016-401 ORG CODE/CIP: 55958CONTRACTOR NAME: Engineered Spray Solutions, LLCWORK ASSIGNMENT TITLE: South County Lift Station RehabilitationTOTAL FEE: \$154,709.10

ORIGINAL CONTRACT AMOUNT:	\$2,700,000.00
PREVIOUS WORK ASSIGNMENTS (Not to exceed contract amount):	\$1,919,373.86
CONTRACT AMOUNT REMAINING AFTER ALL PRIOR WORK ASSIGNMENTS:	\$780,626.14
THIS WORK ASSIGNMENT AMOUNT:	\$154,709.10
CONTRACT AMOUNT REMAINING AFTER THIS WORK ASSIGNMENT:	\$625,917.04
TIME ALLOWED FOR THIS WORK ASSIGNMENT (NOTICE TO PROCEED TO FINAL ACCEPTANCE):	150 Calendar Days Time to substantial completion 120 calendar days
LIQUIDATED DAMAGES FOR WORK NOT COMPLETED BY SUBSTANTIAL COMPLETION	\$500.00 per day
LIQUIDATED DAMAGES FOR WORK NOT COMPLETED BY FINAL ACCEPTANCE	\$125.00 per day

CONTRACTOR'S PROJECT MANAGER		COUNTY'S PROJECT MANAGER	
NAME:	Michael Desvernine	NAME:	Jason Brown
TITLE:	Project Manager	TITLE:	Construction Project Manager
PHONE:	863-577-4821	PHONE:	941-650-3728
EMAIL:	mdesvernine@ess-1.net	EMAIL:	ikbrown@scgov.net

EXHIBIT A - DESCRIPTION OF WORK

Description of Work Including / Not limited To:

This project includes by-passing, cleaning and preparation of six Lift Stations in the south county area as depicted on the attached maps, attached hereto and incorporated herein as Exhibits 1 – 6 to Exhibit A.

The Contractor will apply coating of patching and profiling cement, and spraying the Lift Station with a 1/4-inch thick coating of Spraywall totaling 3,051 square feet, utilizing a Polyurethane coating per Contract No. 2016-401. More specifically, the work includes the following:

1. Cleaning and Televising of Manhole and/or Wet wells per Section 02539
 - a. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (DVD format), and assessment of each manhole/structure specified in the Work Assignment
 - b. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris
 - c. Contractor will be responsible for proper disposal of any debris removed during the cleaning operations per 1.07 Removal of Debris
 - d. Televising shall include producing and supplying two (2) copies of the before and after pictures and/or digital video records in DVD format, and the Cleaning and Television Inspection Log of each manhole and storm water structure specified and directed
 - e. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes/structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (P ACP)
2. Preparing and Installation of coating per Sarasota County standard specifications per Section 02757 of the contract
3. Plugging the lines and maintaining flow as needed
4. By-pass pumping, if necessary per Section 02540 of the contract
5. Maintenance of traffic
 - a. Consists of maintaining traffic within the project limits for each Work Assignment, including any temporary suspensions of traffic, and includes all traffic control plans, facilities, devices, and operations as required for the safety and convenience of the public and to minimize public nuisance, as specified in Section 01550 of the contract
6. Site restoration of any disturbed area to same or better conditions
7. Contractor will be responsible for acquiring a water meter through Sarasota County Utilities Department if needed. This includes deposit and cost of water utilized.

EXHIBIT B – PROJECT PRICE SCHEDULE

BID FORM - PRICE SCHEDULE					
MANHOLE, WETWELL AND STORMWATER STRUCTURE REHABILITATION CONTRACT					
Spray-Roq BID #153107CS					
A2. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - POLYURETHANE					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
9	Structure/Box Culvert Polyurethane Resin Based Coating - 1/4" Minimum Thickness	S.F.	3051.00	\$ 19.00	\$ 57,969.00
SUBTOTAL BID PRICE (A2) MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING-POLYURETHANE					\$ 57,969.00
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
12	Removal of Existing Manhole, Wetwell or Structure Lining System (Excluding T-Lock or Similar Liner)	S.F.	1229.00	\$ 9.00	\$ 11,061.00
14	Patching and Profiling - Cementitious Grout Only	S.F.	3051.00	\$ 12.00	\$ 36,612.00
15	Infiltration Control - Cementitious or Chemical Grout	GAL.	12.00	\$ 125.00	\$ 1,500.00
SUBTOTAL BID PRICE (B) MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					\$ 49,173.00
C. CLEANING, TELEVISIONING, AND ASSESSMENT					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
27	Cleaning Wetwells	EA	6.00	\$ 1,000.00	\$ 6,000.00
30	Televising (DVD)/Photographs (CD) Wetwells	EA	6.00	\$ 300.00	\$ 1,800.00
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING, AND ASSESSMENT					\$ 7,800.00
D. ANCILLARY SERVICES					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
33	Bypass Pumping - 6" Pump	DAY	8.00	\$ 3,900.00	\$ 31,200.00
37	Maintenance of Traffic - Arterial	EA	1.00	\$ 1,200.00	\$ 1,200.00
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES					\$ 32,400.00
SUMMARY OF BID ITEMS - COATING METHOD 3 - POLYURETHANE					
SUBTOTAL BID PRICE (A2) - STRUCTURE COATING - POLYURETHANE (Sum Items 10-19)					\$ 57,969.00
SUBTOTAL BID PRICE (B) - STRUCTURE REPAIR (Sum Items 20-32)					\$ 49,173.00
SUBTOTAL BID PRICE (C) - CLEANING, TELEVISIONING, AND ASSESSMENT (Sum Items 33-39)					\$ 7,800.00
SUBTOTAL BID PRICE (D) - ANCILLARY SERVICES (Sum Items 40-46)					\$ 32,400.00
TOTAL BID PRICE- COATING METHOD 2 -POLYURETHANE(Sum A2 + B through D)					\$ 147,342.00
PLUS	Construction Contingency Allowance (5% of Subtotal Price)				\$ 7,367.10
TOTAL PRICE INCLUDING CONTINGENCY ALLOWANCE					\$ 154,709.10

EXHIBIT 1 – Lift Station No. 132-0428, Oaks Center



EXHIBIT 2 - Lift Station No. 142-0435, Mac Ewen #1



Sarasota County

EXHIBIT 3 – Lift Station No. 382-0470, Laurel Woodlands



EXHIBIT 4 – Lift Station No. 413-0867, Hidden Lakes



Sarasota County

EXHIBIT 5 – Lift Station No. 420-0844, Venice Gardens CC Fieldstone



EXHIBIT 6 – Lift Station No. 444-0876, Wexford Boulevard South



Sarasota County

Sherise Nelson

From: Aaron Chevalier
Sent: Wednesday, June 5, 2019 4:51 PM
To: Aurea Denton; Sherise Nelson
Cc: Kimberly Stafford; Lori Carroll; John Chapman; Jason Brown
Subject: South County Lift Station Rehabilitation
Attachments: Engineered Spray Solutions, LLC WA 15 C2019-216.pdf; Funding for PO WA15.pdf; 1. COI Engineered Spray Solutions, LLC.pdf; 2. WC Engineered Spray Solutions, LLC.pdf

Hi Aurea/Sherise:

Attached for processing of the PO is the approved Contract No. 2019-216 with Engineered Spray Solutions, LLC for the referenced project. I've also attached the account information provided by Warren Skallman and the current certificates of insurance.

Thank you,

Aaron



Sarasota County Government
1660 Ringling Blvd., Sarasota, FL 34236

PURCHASE ORDER
PO193247

Purchase Order No. must appear
on all invoices, packing slips,
packages, and correspondence.

VENDOR:

ENGINEERED SPRAY SOLUTIONS LLC
1306 BANANA ROAD
LAKELAND, FL 33810

SHIP TO:

CAPITAL MANAGEMENT SERVICES
1001 SARASOTA CENTER BLVD
SARASOTA, FL 34240

EMAIL: MDESVERNINE@ESS-1.NET

DATE 07/19/2019	REQUISITION # WA005027	BID # 166396CS	CONTRACT # 2016-401	PAYMENT TERMS NET 45	FRT. TERMS F.O.B. FOB DELIVERED		
VENDOR ID 046452	VENDOR PHONE 863-577-4821	CONTRACT EXPIRATION 08/22/2019	DELIVERY REQUIRED BY	APPROVED BY Donna Bitting			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	FREIGHT	FEES	TOTAL PRICE
0001	1.00	EA	NORTH COUNTY LIFT STATIONS REHABILITATION WORK ASSIGNMENT NO: 16 This project includes by-passing, cleaning, and preparation of 8 Lift stations in the north county area; the contractor will apply coating of patching and profiling cement, spraying the stations with a 1/4 - inch thick coating of Spraywall totaling 4,093 square feet, utilizing A Polyurethane coating	221,330.000000	0.00	0.00	221,330.00
0002	1.00	EA	5% Construction Contingency Allowance Products and services cannot be provided after contract expiration date. Invoices must match adopted contract fee schedule. Purchase Order invoices must be mailed to County Contact named on the PO. CONTACT: JASON BROWN PHONE: (941) 650-3728 E-MAIL: JKBROWN@SCGOV.NET	11,066.500000	0.00	0.00	11,066.50
TOTAL				\$232,396.50			

WA005027

Contract No. <u>2019-254</u>
BCC Approved: <u>7-9-19</u>

**WORK ASSIGNMENT (BCC) NO. 16
TO CONTRACT NO. 2016-401**

This Work Assignment is made and entered into as of the date of execution by both parties, by and between Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and Engineered Spray Solutions, LLC, a Florida limited liability company, hereinafter referred to as "Contractor".

WHEREAS, the County and Contractor entered into Contract No. 2016-401 ("Contract") on August 23, 2016; and

WHEREAS, the Contract stipulates that the County may authorize the Contractor by Work Assignment to perform services; and

WHEREAS, County Resolution 2016-055 specifies that agreements over \$100,000.00 shall require approval of the Board of County Commissioners.

NOW THEREFORE, the County and Contractor in consideration of the mutual covenants contained herein, do agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The Contractor shall provide labor, services and materials as set forth in Exhibit A, Description of Work, attached hereto and incorporated herein.
3. The Contractor shall be paid an amount not to exceed \$232,396.50 (Two Hundred Thirty Two Thousand, Three Hundred Ninety Six Dollars and Fifty Cents) in accordance with the Project Price Schedule, as set forth in Exhibit B, attached hereto and incorporated herein.
4. Except as modified herein, all other terms, covenants, and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Work Assignment as of the last date written below.

WITNESS:

Print Name: Nelissa Kimball
Signed By: *Nelissa Kimball*
Date: 6-28-19

Engineered Spray Solutions, LLC

Print Name: *Leah G. Cooper*
Signed By: *Leah G. Cooper*
Title: CEO/owner
Date: 6-28-2019

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: *[Signature]*
DATE: 6-28-19

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of COUNTY Commissioners

BY: *Karen E. Rushing*
DEPUTY CLERK

Approved as to form and correctness:

BY: *F. J. E. Olin*
COUNTY ATTORNEY *SEB*

Sarasota County

EXHIBIT A - DESCRIPTION OF WORK

UPC CONTRACT NUMBER: 2016-401 **ORG CODE/CIP:** 55958

CONTRACTOR NAME: Engineered Spray Solutions, LLC

WORK ASSIGNMENT TITLE: North County Lift Station Rehabilitation

TOTAL FEE: \$232,396.50

ORIGINAL CONTRACT AMOUNT:	\$2,700,000.00
PREVIOUS WORK ASSIGNMENTS (Not to exceed contract amount):	\$2,074,082.96
CONTRACT AMOUNT REMAINING AFTER ALL PRIOR WORK ASSIGNMENTS:	\$625,917.04
THIS WORK ASSIGNMENT AMOUNT:	\$232,396.50
CONTRACT AMOUNT REMAINING AFTER THIS WORK ASSIGNMENT:	\$393,520.54
TIME ALLOWED FOR THIS WORK ASSIGNMENT (NOTICE TO PROCEED TO FINAL ACCEPTANCE):	150 Calendar Days Time to substantial completion 120 calendar days
LIQUIDATED DAMAGES FOR WORK NOT COMPLETED BY SUBSTANTIAL COMPLETION	\$500.00 per day
LIQUIDATED DAMAGES FOR WORK NOT COMPLETED BY FINAL ACCEPTANCE	\$125.00 per day

CONTRACTOR'S PROJECT MANAGER		COUNTY'S PROJECT MANAGER	
NAME:	Michael Desvernine	NAME:	Jason Brown
TITLE:	Project Manager	TITLE:	Construction Project Manager
PHONE:	863-577-4821	PHONE:	941-650-3728
EMAIL:	mdesvernine@ess-1.net	EMAIL:	jkbrown@scgov.net

EXHIBIT A - DESCRIPTION OF WORK**Description of Work Including / Not limited To:**

This project includes by-passing, cleaning and preparation of eight Lift Stations in the north county area as depicted on the attached maps, attached hereto and incorporated herein as Exhibits 1 – 8 to Exhibit A.

The Contractor will apply coating of patching and profiling cement, and spraying the Lift Station with a 1/4-inch thick coating of Spraywall totaling 4,093 square feet, utilizing a Polyurethane coating per Contract No. 2016-401. More specifically, the work includes the following:

1. Cleaning and Televising of Manhole and/or Wet wells per Section 02539
 - a. The Contractor shall perform the flushing, cleaning, closed circuit televising/pictures (DVD format), and assessment of each manhole/structure specified in the Work Assignment
 - b. Cleaning shall include, as required, removal of sand, silt, and debris; water jetting/pressure washing; root removal; scales and corrosion scraping and removal; and the proper collection and disposal of the resulting cleaning operations debris
 - c. Contractor will be responsible for proper disposal of any debris removed during the cleaning operations per 1.07 Removal of Debris
 - d. Televising shall include producing and supplying two (2) copies of the before and after pictures and/or digital video records in DVD format, and the Cleaning and Television Inspection Log of each manhole and storm water structure specified and directed
 - e. Assessment shall include defect/observation coding as established by NASSCO's Manhole Assessment and Certification Program (MACP) for all manholes/structures cleaned and televised. Assessment shall be conducted by personnel certified in NASSCO's MACP. Rating and ranking system shall follow methods established by NASSCO Pipeline Assessment and Certification Program (P ACP)
2. Preparing and Installation of coating per Sarasota County standard specifications per Section 02757 of the contract
3. Plugging the lines and maintaining flow as needed
4. By-pass pumping, if necessary per Section 02540 of the contract
5. Maintenance of traffic
 - a. Consists of maintaining traffic within the project limits for each Work Assignment, including any temporary suspensions of traffic, and ~~includes all traffic control plans, facilities, devices, and operations as~~ required for the safety and convenience of the public and to minimize public nuisance, as specified in Section 01550 of the contract
6. Site restoration of any disturbed area to same or better conditions
7. Contractor will be responsible for acquiring a water meter through Sarasota County Utilities Department if needed. This includes deposit and cost of water utilized.

EXHIBIT B – PROJECT PRICE SCHEDULE

BID FORM - PRICE SCHEDULE					
MANHOLE, WETWELL AND STORMWATER STRUCTURE REHABILITATION CONTRACT					
Spray-Roq BID #153107CS					
A2. MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING - POLYURETHANE					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
9	Structure/Box Culvert Polyurethane Resin Based Coating - 1/4" Minimum Thickness	S.F.	4093.00	\$ 19.00	\$ 77,767.00
SUBTOTAL BID PRICE (A2) MANHOLE, WETWELL AND STORMWATER STRUCTURE COATING-POLYURETHANE					\$ 77,767.00
B. MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
12	Removal of Existing Manhole, Wetwell or Structure Lining System (Excluding T-Lock or Similar Liner)	S.F.	3383.00	\$ 9.00	\$ 30,447.00
14	Patching and Profiling - Cementitious Grout Only	S.F.	4093.00	\$ 12.00	\$ 49,116.00
15	Infiltration Control - Cementitious or Chemical Grout	GAL.	16.00	\$ 125.00	\$ 2,000.00
SUBTOTAL BID PRICE (B) MANHOLE, WETWELL AND STORMWATER STRUCTURE REPAIR					\$ 81,563.00
C. CLEANING, TELEVISIONING, AND ASSESSMENT					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
27	Cleaning Wetwells	EA	8.00	\$ 1,000.00	\$ 8,000.00
30	Televising (DVD)/Photographs (CD) Wetwells	EA	8.00	\$ 300.00	\$ 2,400.00
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING, AND ASSESSMENT					\$ 10,400.00
D. ANCILLARY SERVICES					
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
33	Bypass Pumping - 6" Pump	DAY	12.00	\$ 3,900.00	\$ 46,800.00
37	Maintenance of Traffic - Arterial	EA	4.00	\$ 1,200.00	\$ 4,800.00
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES					\$ 51,600.00
SUMMARY OF BID ITEMS - COATING METHOD 3 - POLYURETHANE					
SUBTOTAL BID PRICE (A2) - STRUCTURE COATING - POLYURETHANE (Sum Items 10-19)					\$ 77,767.00
SUBTOTAL BID PRICE (B) - STRUCTURE REPAIR (Sum Items 20-32)					\$ 81,563.00
SUBTOTAL BID PRICE (C) - CLEANING, TELEVISIONING, AND ASSESSMENT (Sum Items 33-39)					\$ 10,400.00
SUBTOTAL BID PRICE (D) - ANCILLARY SERVICES (Sum Items 40-46)					\$ 51,600.00
TOTAL BID PRICE - COATING METHOD 2 - POLYURETHANE (Sum A2 + B through D)					\$ 221,330.00
PLUS	Construction Contingency Allowance (5% of Subtotal Price)				\$ 11,066.50
TOTAL PRICE INCLUDING CONTINGENCY ALLOWANCE					\$ 232,396.50

EXHIBIT 1 - Lift Station No. 018-0304, Cedar Creek



Sarasota County

EXHIBIT 2 - Lift Station No. 025-0310, Tri-Par Estates



EXHIBIT 3 - Lift Station No. 033-0009, Hadfield Drive



Sarasota County

EXHIBIT 4 - Lift Station No. 070-0614, Beneva Ridge



EXHIBIT 5 - Lift Station No. 083-0618, Landings II



Sarasota County

EXHIBIT 6 - Lift Station No. 105-0723, Dolphin Bay



EXHIBIT 7 - Lift Station No. 258-0109, Heritage Oaks B



Sarasota County

EXHIBIT 8 – Lift Station No. 261-0039, Kahana Master



**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**
In compliance with F.S. Chapter 255.05(1)(a)

BOND NO.:	<u>533147P</u>
CONTRACTOR NAME:	<u>Engineered Spray Solutions, LLC</u>
CONTRACTOR ADDRESS:	<u>1306 Banana Road</u> <u>Lakeland, FL 33810</u>
CONTRACTOR PHONE NO.:	<u>(863) 859-3889</u>
SURETY COMPANY:	<u>Developers Surety and Indemnity Company</u> <u>9721 Executive Center Dr., Suite 105</u> <u>St. Petersburg, FL 33702</u>
SURETY AGENT:	<u>Prosure Group, LLC</u> <u>7217 Benjamin Road</u> <u>Tampa, FL 33634</u>
OWNER NAME:	<u>Sarasota County Board of County Commissioners</u>
OWNER ADDRESS:	<u>1660 Ringling Boulevard</u> <u>Sarasota FL 34236</u>
OWNER PHONE NO.:	<u>(941) 861-5000</u>
BOND AMOUNT:	<u>\$232,396.50</u>
CONTRACT NO.: (if applicable)	<u>2016-401</u>
WORK ASSIGNMENT NO.:	<u>16</u>
DESCRIPTION OF WORK:	<u>The work includes by-passing, cleaning and preparation of eight Lift Stations utilizing a Polyurethane coating, per Contract No. 2016-401.</u> <u>To be used on Work Assignments exceeding \$200,00.00.</u>
PROJECT ADDRESS:	<u>Lift Station Nos. 018-0304, 025-0310, 033-0009, 070-0614, 083-0618, 105-0723, 258-0109 and 261-0039</u>
LEGAL DESCRIPTION:	<u>Lift Station Nos. 018-0304, 025-0310, 033-0009, 070-0614, 083-0618, 105-0723, 258-0109 and 261-0039</u>

By this bond, we, Engineered Spray Solutions, LLC, as Principal and Developers Surety and Indemnity Company, a corporation, as Surety, are bound to Sarasota County Board of County Commissioners, herein called Owner, in the sum of \$232,396.50, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**
In compliance with F.S. Chapter 255.05(1)(a)

The conditions of this bond is that if Principal:

1. Performs the Contract dated 7-9-19, between principal and Owner for construction of **Work Assignment (BCC) No. 16, Contract No. 2016-401, North County Lift Station Rehabilitation** the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1) Florida Statutes, supplying principal with labor, materials, or supplies, used directly or indirectly by principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by principal under the contract work; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect surety's obligation under this bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Sarasota County

**SARASOTA COUNTY GOVERNMENT
PERFORMANCE AND PAYMENT BOND**
In compliance with F.S. Chapter 255.05(1)(a)

In witness whereof, the said Principal and Surety have signed and sealed this instrument
this 7-9-19
(date)

Engineered Spray Solutions, LLC
Principal

By: 

As President

(SEAL)

Developers Surety and Indemnity Company
Surety

By: 

David B. Shick, Attorney-in-Fact, & Licensed
Florida Resident Agent #A241176

Approved as to form and execution:

By: 

Attorney to Board of
County Commissioners of
Sarasota County, Florida

SEB

Any Claims under this bond may be addressed to
(name and address of Surety):

Developers Surety and Indemnity Company

9721 Executive Center Dr., Suite 105

St. Petersburg, FL 33702

Telephone No: (727) 822-5610

Name and address of agent or representative in Florida if different from above:

Prosure Group, LLC

7217 Benjamin Road

Tampa, FL 33634

Telephone No: (813) 243-1110

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

David B. Shick

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as said corporation could do, but reserving to said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 4, 2018 before me, _____

Lucille Raymond, Notary Public
Here Insert Name and Title of the Officer

personally appeared _____

Daniel Young and Mark Lansdon
Name(s) of Signer(s)

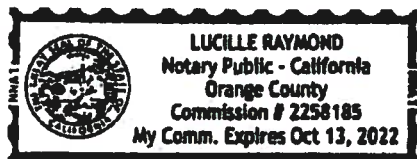
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 9th day of July, 2019.

By: *Cassie J. Burisford*
Cassie J. Burisford, Assistant Secretary

ATS-1004 (10/18)



Project: North County Lift Station Rehabilitation
Work Assignment (BCC) No. 16 to Contract No. 2016-401

Contractor: Engineered Spray Solutions, LLC

Funding Information:

Fund	Organization Code	Object Code	Amount
405	55958402	500630	\$232,396.50
Total			\$232,396.50

Project Contact: Jason Brown
(info. for PO) Cell: (941) 650-3728
Email: jkbrown@scgov.net

Sherise Nelson

From: Warren Skallman
Sent: Friday, July 12, 2019 1:10 PM
To: Sherise Nelson
Cc: Aurea Denton
Subject: FW: North County Lift Station Rehabilitation
Attachments: Engineered Spray Solutions, LLC C2019-256.pdf; Performance and Payment Bond WA16 C2019-256.pdf; Funding for PO WA16.pdf; 1. COI Engineered Spray Solutions, LLC.pdf; 2. WC Engineered Spray Solutions, LLC.pdf

Hi Sherise,

Funding confirmed as indicated on the attached.

Thank you,
 Warren

From: Aaron Chevalier <achevali@scgov.net>
Sent: Friday, July 12, 2019 12:59 PM
To: Aurea Denton <adenton@scgov.net>; Sherise Nelson <shnelson@scgov.net>
Cc: Warren Skallman <wskallman@scgov.net>; Lori Carroll <lcarroll@scgov.net>; Kimberly Stafford <kstaffor@scgov.net>; John Chapman <jchapman@scgov.net>; Jason Brown <jkbrown@scgov.net>
Subject: North County Lift Station Rehabilitation

Hi Aurea/Sherise:

Last one! Attached for processing of the PO is the approved Contract No. 2019-256 with Engineered Spray Solutions, LLC for the referenced project. I've also attached the performance and payment bond for the work, as it's over \$200k, the account information provided by Warren Skallman and the current certificates of insurance. The contract has been logged in OnBase and SharePoint.

Thank you,

Aaron

Question and Answers for Bid #201918KW - Unit Price Contract for Manhole & Structures Rehabilitation

Overall Bid Questions

Question 1

Please provide the following for this bid:

- Please provide the estimated annual expenditure for this bid.
- Please provided a copy of the bid tabulation from the two previous contracts of this nature.
- Please provide a copy of the two previous annual contracts for this job.
- Please provide a copy of all work orders issued off of this contract over the last year (**Submitted: Dec 11, 2019**

1:30:31 PM EST)

Answer

- Please refer to Addendum 1. (**Answered: Dec 26, 2019 12:02:30 PM EST)**

Question Deadline: Jan 8, 2020 5:00:00 PM EST