

## **Solicitation 973-11905**

### **Stormwater Infrastructure Cleaning and Maintenance**

#### **Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 973-11905

### Stormwater Infrastructure Cleaning and Maintenance

Bid Number	973-11905
Bid Title	Stormwater Infrastructure Cleaning and Maintenance
Bid Start Date	Feb 24, 2017 8:45:43 AM EST
Bid End Date	Mar 23, 2017 2:00:00 PM EDT
Question & Answer End Date	Mar 16, 2017 5:00:00 PM EDT
Bid Contact	Hendry J Lopez Procurement Specialist I Finance / Procurement hlopez@fortlauderdale.gov
Contract Duration	2 years
Contract Renewal	2 annual renewals
Prices Good for	120 days
Pre-Bid Conference	Mar 6, 2017 10:00:00 AM EST Attendance is optional Location: Monday, March 6, 2017 at 10:00 a.m. City of Fort Lauderdale- City Hall 100 N. Andrews Avenue 4th floor, Engineering Conference Room Fort Lauderdale, FL 33301
Bid Comments	<p><b>The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Stormwater Infrastructure Cleaning and Maintenance for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).</b></p> <p><b>For information concerning technical specifications please utilize the question / answer feature provided by BidSync at <a href="http://www.bidsync.com">www.bidsync.com</a>. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.</b></p> <p><b>Added on Mar 10, 2017:</b>  <b>Two attachments were added. "Pre-Bid Meeting Sign in Sheet" and "Fort Lauderdale Sewer System Permit". No other changes were made.</b></p> <p><b>Added on Mar 15, 2017:</b>  <b>See attached Addendum No. 1. All other terms, conditions, and specifications remain unchanged.</b></p>

#### Addendum # 1

New Documents	Pre-Bid Meeting Sign in Sheet.pdf Fort Lauderdale Sewer System Permit.pdf
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## Item Response Form

Item 973-11905--01-01 - CCTV Inspections Labor Per Hour

Quantity 100 hour

Unit Price

Delivery Location City of Fort Lauderdale

No Location Specified

Qty 100

**Description**

CCTV - Cost per hour (Labor). See solicitation for details. The service will be for "as needed" basis.

Item 973-11905--01-02 - CCTV Inspections Overtime labor (As needed)

Quantity 25 hour

Unit Price

Delivery Location City of Fort Lauderdale

No Location Specified

Qty 25

**Description**

CCTV overtime cost per hour (labor). The service will be for "as needed" basis.

Item 973-11905--01-03 - Stormwater Pipes 3" - 18"

Quantity 8000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

No Location Specified

Qty 8000

**Description**

Cleaning of Stormwater Pipes, cost per linear foot. On call as requested by the city. See solicitation for details.

Item 973-11905--01-04 - Stormwater Pipes 19" - 30"

Quantity 6000 linear foot

Unit Price

Delivery Location City of Fort Lauderdale

No Location Specified

Qty 6000

**Description**

Cleaning of Stormwater Pipes, cost per linear foot. On call as requested by the city. See solicitation for details.

Item **973-11905--01-05 - Stormwater Pipes 31" - 54"**

Quantity **1000 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 1000

**Description**

Cleaning of Stormwater Pipes, cost per linear foot. On call as requested by the city. See solicitation for details.

Item **973-11905--01-06 - Stormwater Pipes 60" - 72"**

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 100

**Description**

Cleaning of Stormwater Pipes, cost per linear foot. On call as requested by the city. See solicitation for details.

Item **973-11905--01-07 - Stormwater Pipes 84" - 96"**

Quantity **100 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 100

**Description**

Cleaning of Stormwater Pipes, cost per linear foot. On call as requested by the city. See solicitation for details.

Item **973-11905--01-08 - Manholes**

Quantity **50 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified

Qty 50

**Description**

Cleaning of Manholes, per manhole. On call as requested by the city. See solicitation for details.

Item **973-11905--01-09 - Junction Boxes**

Quantity **25 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

No Location Specified



Qty 25

**Description**

Cleaning of Junction Boxes, per Junction Box. On call as requested by the city. See solicitation for details.

Item 973-11905--01-10 - Catch Basins

Quantity 200 each

Unit Price 

Delivery Location City of Fort Lauderdale

No Location Specified

Qty 200

**Description**

Cleaning of Catch Basins. On call as requested by the city. See solicitation for details.

Item 973-11905--01-11 - Cost of Quadrant 1

Quantity 1 each

Unit Price 

Delivery Location City of Fort Lauderdale

No Location Specified

Qty 1

**Description**

See exhibit B, SW quadrant for details.

Item 973-11905--01-12 - Cost of Quadrant 2

Quantity 1 each

Unit Price 

Delivery Location City of Fort Lauderdale

No Location Specified

Qty 1

**Description**

See exhibit C, SE quadrant for details.

Item 973-11905--01-13 - Cost of Quadrant 3

Quantity 1 each

Unit Price 

Delivery Location City of Fort Lauderdale

No Location Specified

Qty 1

**Description**

See exhibit D, NW quadrant for details.

Item 973-11905--01-14 - Cost of Quadrant 4

Quantity 1 each

Unit Price

Delivery Location City of Fort Lauderdale

No Location Specified

Qty 1

**Description**

See exhibit E, NE quadrant for details.

Item 973-11905--01-15 - Disposal of Contaminated Liquids

Quantity 99000 gallon

Unit Price

Delivery Location City of Fort Lauderdale

No Location Specified

Qty 99000

**Description**

Price per gallon for contaminated liquids that cannot be decanted. Price must be a pass-through cost to the city. This is an estimated amount.

**ITB # 973-11905****TITLE: Stormwater Infrastructure Cleaning and Maintenance****PART I - INFORMATION SPECIAL CONDITIONS****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Stormwater Infrastructure Cleaning and Maintenance for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

**02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Hendry Lopez, at (954) 828-5189 or email at [hlopez@fortlauderdale.gov](mailto:hlopez@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at [www.bidsync.com](http://www.bidsync.com) or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6<sup>th</sup> floor, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

**03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

**04. PRE-BID CONFERENCE AND/OR SITE VISIT**

There will be a pre-bid conference scheduled for this Invitation to Bid. It is strongly suggested that all Contractors attend the pre-bid conference.

Monday, March 6, 2017 at 10:00 a.m.  
City of Fort Lauderdale- City Hall  
100 N. Andrews Avenue  
4<sup>th</sup> floor, Engineering Conference Room  
Fort Lauderdale, FL 33301

While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-bid meeting and/or site visit.

It will be the sole responsibility of the bidder to inspect the City's location(s) facilities systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, equipment, materials and labor required.

**05. ELIGIBILITY**

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they are normally and routinely engaged in the business of providing services, as specified in the Technical Specifications/Scope of Services section of this solicitation, and have done so for at least three (3) years. Such services include, but are not limited to, pump out of stormwater systems, (hydro) jetting of stormwater pipes and related infrastructure, closed circuit television inspections and environmentally responsible disposal of all liquids and solids as a result of these operations, in accordance with all Federal, State and local laws and regulations.

Contractor must be able to demonstrate that they possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a contract. Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have and conflicts of interest that have not been waived by the City Commission. Neither firm nor any principal officer shall be in arrears.

Before awarding a contract, the City reserves the right to require that Contractor submit evidence of qualifications as the City deems necessary.

**06. PRICING/DELIVERY**

Contractor must quote a firm, fixed price for all services stated in the ITB, which includes any travel associated with coming to the City of Fort Lauderdale.

Failure to provide pricing as requested in this ITB may deem your bid non-responsive.

**07. BID DOCUMENTS**

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

**08. METHOD OF AWARD**

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the

interest of the City.

09. **PRICE VALIDITY**

Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

10. **GENERAL CONDITIONS**

General Conditions Form G-107 Rev. 02/15 (GC) are included and made a part of this ITB.

11. **NEWS RELEASES/PUBLICITY**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

12. **CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

13. **RULES AND SUBMITTALS OF BIDS**

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

14. **APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS**

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

15. **MANUFACTURER/BRAND/MODEL SPECIFIC REQUEST- N/A**

16. **WARRANTIES OF USAGE**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

17. **CONTRACT PERIOD**

The initial contract term shall commence upon date of award by the City, and shall expire two years from that date. The City reserves the right to extend the contract for two, additional one

year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

**18. COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term of two years. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this ITB.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract term then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least 90 days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

**19. SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**20. CONTRACT COORDINATOR**

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor  
Coordinate and approve all work under the contract.  
Resolve any disputes.

Assure consistency and quality of Contractor's performance.  
 Schedule and conduct Contractor performance evaluations and document findings.  
 Review and approve for payment all invoices for work performed or items delivered.

## 21. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

## 22. INVOICES/PAYMENT

Invoices shall be remitted by the Contractor once work is completed as reported by the Contractor and confirmed in writing by the City. Each invoice shall fully detail the related costs of the particular task or project, including copies of all disposal manifests and load tickets, including applicable waste types and fees. The City reserves the right to require photo or video documentation to confirm work is completed satisfactorily. Invoice shall reflect the date work was completed and approved by the City. Payment will be made within 45 days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

## 23. PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms should presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

## 24. RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

25. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor 30 days written notice.

26. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

27. SUBSTITUTION OF PERSONNEL – N/A

28. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice ten days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the



contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

### **Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440  
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed, operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$2,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

### **Pollution Liability/Environmental Insurance**

Pollution liability insurance with limits of at least \$2,000,000 if part of the Commercial General Liability Insurance or the licensee must carry a separate Pollution Liability Policy with limits of at least \$1,000,000.

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

**In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.**

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Suite 619  
Fort Lauderdale, FL 33301

## **29. SUB-CONTRACTORS**

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

30. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor. City reserves the right to require proof of insurance at any time for sub-contractors assigned to do work under this contract.

31. INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS – N/A

32. BID SURETY – N/A

33. PAYMENT AND PERFORMANCE BOND – N/A

34. OWNERSHIP OF WORK – N/A

35. CONDITION OF TRADE IN OF EQUIPMENT – N/A

36. CONDITIONS OF TRADE IN SHIPMENT AND PURCHASE PAYMENT – N/A

37. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

38. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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

39. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City. Contract Coordinator shall be notified in writing within 2 hours of any incident involving damage to public or private property by Contractor, sub-contractors or other agents of the Contractor.

40. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

41. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

42. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews

Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at [http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist\\_ordinance.pdf](http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf).

43. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results> , or any interested party may call the Procurement Services Division at 954-828-5933.

44. VERIFICATION OF EMPLOYMENT STATUS – N/A

45. SAMPLE CONTRACT AGREEMENT

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<http://www.fortlauderdale.gov/purchasing/AWARDS/CONTRACT%20TEMPLATE%20SERVICE%20060214.pdf>

46. SERVICE ORGANIZATION CONTROLS – N/A

47. LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

<http://fortlauderdale.gov/home/showdocument?id=6422>

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

48. PUBLIC RECORDS

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**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: (954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

## **PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **2.1 Purpose**

The City of Fort Lauderdale is responsible for the maintenance of all stormwater infrastructures. This includes 181 miles of stormwater piping, 1213 manholes, 1039 stormwater outfalls, 335 junction boxes and 6 drainage wells. Proper maintenance of the stormwater system is essential to ensure that city streets and properties receive the benefit of proper drainage as per the original intent and design of the stormwater infrastructure system.

The City of Fort Lauderdale, Public Works Department Sustainability Division, is soliciting bids from qualified bidders, hereinafter referred to as Contractor, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). The work includes, but is not limited to, providing labor, equipment, materials, transportation and disposal for the cleaning, inspection and maintenance of multiple City-owned catch basins, storm drainage piping, manholes, and junction boxes as needed throughout the City. Additionally, the City seeks to solicit bids from qualified Contractors to specifically provide stormwater infrastructure cleaning and maintenance services in the Progresso Village neighborhood.

### **2.2 Permits, Taxes, Licenses and Fees**

The successful bidder(s) shall at his or her own expense obtain all necessary permits, pay all license fees and taxes, shall be required to comply with all local ordinances, State and Federal laws and rules and regulations that may apply to the services provided under this contract.

Copies of all required licenses or registrations should be included with bidder's proposal, or upon request of the City, and on an annual basis thereafter.

### **2.3 Operational Plan**

Contractors shall provide all equipment, transportation, materials, and labor needed to accomplish the work. It is the Contractor's responsibility to identify what equipment is needed to perform the required work, which may vary based on the amount of debris or sediment and the type of infrastructure being cleaned. The City shall have final approval of the Contractor's operational plan and reserves the right to require changes that are in the best interests of the City.

Contractor shall develop and submit an operational plan to the City as a part of their bid response. Prior to any work taking place, the Contract Coordinator or designee will approve the operational plan and develop a timeline for the work with the Contractor.

### **2.4 Catch Basins**

#### **Contractor shall:**

1. Remove catch basin grate, clean catch basin by removing all debris, soils, organic matter and other miscellaneous debris, take a picture of the cleaned catch basin, and replace catch basin grate.
2. At the end of each work day, a list of all catch basins cleaned that day shall be submitted to the Contract Coordinator. When all catch basins have been cleaned on the location map, a copy of

the map with the date next to each catch basin indicating when it was cleaned shall be submitted to the Contract Coordinator as documentation.

3. The marked-up location map shall identify catch basins that cannot be cleaned due to either accessibility or maintenance issues. The Contract Coordinator shall be informed of such locations on the same day and may request that the identified catch basin be cleaned at a later date.
4. Document any broken or defective catch basins. Contractor shall notify the Contract Coordinator or designee of any such identified catch basins at the end of the working day, with photos depicting the defect or damage.
5. Photographs of cleaned catch basins shall be submitted to the Contract Coordinator or designee electronically once work is completed, or upon request of the City. Photographs shall be in electronic JPG format in a media approved by the City. Files shall be labeled with unique identifiers and correspond to the maps (Exhibits B,C,D,E) for Progresso Village or as provided by the City for other work assigned under this contract.
6. All catch basins will be marked with a painted dot on the face of the curb after they have been cleaned.

## **2.5 Storm Drainage Piping, Storm Lines, Manholes, and Junction Boxes Contractor shall:**

1. All storm drainage piping, manholes, and junction boxes shall be completely flushed of debris and accumulated sediment.
2. At the end of each work day, a list of storm drainage piping, manholes, and junction boxes shall be submitted to the Contract Coordinator. When all storm drainage piping, manholes, and junction boxes have been cleaned on a location map, a copy of the map with the date next to each item indicating when it was cleaned shall be updated reflecting progress and submitted to the Contract Coordinator or designee.
3. Identify storm drainage piping, manholes, and junction boxes that cannot be cleaned due to accessibility or maintenance issues. Contract Coordinator or designee shall be informed of such locations on the same day and may request that it be cleaned at a later date.
4. Document any broken or defective storm drainage piping, manholes, and junction boxes. Contractor shall notify the Contract Coordinator or designee of any such identified storm drainage piping, manholes, and junction boxes at the end of the working day.
5. Photographs/video of cleaned storm drainage piping, manholes, and junction boxes shall be submitted to the Contract Coordinator or designee electronically once work is completed, or upon request of the City. Photographs shall be in electronic JPG format in a media approved by the City. Contractor shall use Closed Circuit Television (CCTV) inspection of the stormwater system to provide a means of visually assessing the condition of the system. Videos shall be provided in DVD format. Files shall be labeled with unique identifiers and correspond to the maps (Exhibits B,C,D,E) for Progresso Village or as provided by the City for other work assigned under this contract.

## **2.6 CCTV (Closed Circuit Television) Inspection**

The City of Fort Lauderdale, through its Public Works Department, uses City-owned CCTV equipment as a tool to inspect its stormwater infrastructure. The City may, from time to time, request the Contractor to perform CCTV only inspections of this infrastructure. Contractor shall provide CCTV inspections at the request of the City including video footage in an electronic format acceptable to the City. City will provide Contractor with a written request for CCTV

inspection services. CCTV inspections shall occur on the next business day, or on a schedule approved by the Contract Coordinator.

Contractor shall invoice the City upon completion of the work requested, once approved by the Contract Coordinator. Contractor shall bill a minimum of one hour for each inspection request which may include multiple junction boxes, manholes, catch basins and/or stormwater pipes. All invoicing after the first hour shall be in 15 minute increments based on the actual work time performing the inspection.

## 2.6 Scope of Service:

### Progresso Village Project

Progresso Village is a 0.24 square mile neighborhood located in the downtown area of Fort Lauderdale, within the boundaries below (See Appendix A):

#### Location Boundaries:

Northern: Sunrise Blvd

Eastern: NW 1ST Avenue

Western: NW 9th Avenue (Powerline Road)

Southern: Sistrunk Boulevard (NW 6th Street)

City staff has identified that the stormwater infrastructure system within Progresso Village is not operating to design due to an accumulation of debris, silt and other material. The City is seeking a Contractor to perform cleaning and maintenance of the stormwater system in Progresso Village.

<b>Catch Basins (Storm Inlets)</b>	<b>Each</b>	<b>229</b>	
<b>Junction Boxes</b>	<b>Each</b>	<b>13</b>	
<b>Manholes</b>	<b>Each</b>	<b>27</b>	
<b>Storm Lines in linear feet (lf)</b>			<b>31,973 lf</b>

#### Storm Line Detail – Linear Footage by Size

<b>Unknown</b>	<b>15,416 linear feet (lf)</b>
<b>10 inches</b>	<b>158 lf</b>
<b>12 inches</b>	<b>4,890 lf</b>
<b>15 inches</b>	<b>4,601 lf</b>
<b>18 inches</b>	<b>1,505 lf</b>
<b>30 inches</b>	<b>2,797 lf</b>
<b>33 inches</b>	<b>986 lf</b>
<b>36 inches</b>	<b>972 lf</b>
<b>42 inches</b>	<b>648 lf</b>



The City has developed four quadrants within Progresso Village and identified the infrastructure within each quadrant. (See Exhibits B, C, D and E).

Contractors shall provide cleaning and maintenance of catch basins, storm lines, manholes and junction boxes as described in 2.4 and 2.5.

## **2.7 Dewatering and Disposal**

Sediment, waste materials and liquids collected in the stormwater system often contain petroleum, heavy metals and organic matter. As a result, testing or analysis requirements for the destination disposal or treatment facility may be required. All testing or analyses are the responsibility of the Contractor. Costs for testing/analysis and all costs related to disposal are the responsibility of the Contractor.

1. The dewatering process shall be in compliance with National Pollutant Discharge Elimination System (NPDES) MS4 Permit for the City of Fort Lauderdale.
2. A plan should be formulated for collecting and disposing of sediment, waste materials and liquids while on site. It should identify:
  - a. Locations for trash and waste receptacles/equipment and establish a specific collection or hauling schedule.
  - b. Methods for the ultimate disposal of waste; should be specified and carried out according to applicable local and state health and safety regulations.
  - c. Special provisions should be made for the collection, storage, and disposal of liquid wastes and toxic or hazardous materials.
  - d. Receptacles/equipment and other waste collection areas should be kept neat and orderly to the extent possible. Dumpsters/equipment shall be covered to prevent rainwater from entering.
  - e. Waste should not be allowed to overflow its container or accumulate for excessively long periods.
3. All collected sediment, waste materials and other matter shall be properly disposed off-site after it has been dewatered according to NPDES requirements. All collected sediment, waste materials and other matter shall be sufficiently decanted before being disposed off-site. Decanting liquids back into the stormwater system or sanitary sewer is strictly prohibited.
4. Provide appropriate disposal of petroleum, contaminated water/oil (liquid phase) in accordance with the Florida Environmental Protection Agency (FDEP) regulations.
5. Provide appropriate disposal of petroleum contact solids (solid phase) in accordance with the FDEP regulations.
6. Provide appropriate decontamination as needed in order to maintain the safety of site workers and storm water infrastructure in accordance with the FDEP regulations.

## **2.8 Equipment**

Contractor is responsible for providing equipment that will thoroughly clean all debris and materials at the bottom of the catch basins, storm drainage piping, manholes, and junction boxes. Equipment needed will include, but may not be limited to, vacuum trucks, closed circuit television monitoring, hydrojets, and debris and liquid waste hauling vehicles. All equipment shall be clearly marked with the Contractor's company name and phone number, along with a unique truck number or other identifier. All equipment to be used shall comply with Florida Department of Transportation (FDOT) regulations, be free of leaks, shall be covered if hauling any debris and be maintained according to the manufacturer's specifications. The City reserves

the right to require the removal and replacement of any vehicle that is found to be improperly functioning, leaking or in poor condition.

## **2.9 Employees**

All employees should be provided identification (uniform, employee badge, business card, etc.) that reflects they are authorized to perform work for the Contractor. Contractor shall provide any and all personal protective equipment (PPE) required for the work being performed, including high-visibility outerwear, in compliance with OSHA regulations.([www.osha.gov](http://www.osha.gov)) City reserves the right to stop work should the Contractor fail to provide appropriate PPE.

## **2.10 Maintenance of Traffic (MOT)**

Maintenance of Traffic (MOT) for road closures will be provided by the Contractor to locate any utility in the work area according to the American Public Works Association Uniform Color Codes (<https://www.apwa.net/Library/Resources/Uniform-Color-Code.pdf>). Contractor will call Sunshine 811 to obtain utility line location and clearance prior to any digging. All site storage, disposal, and cleanup will be maintained by the Contractor. City reserves the right to stop work should the Contractor fail to follow MOT or appropriately locate and mark utility lines prior to beginning work.

**QUESTIONNAIRE**

**Bidder certifies the truth and accuracy of all statements and the answers contained herein.  
Failure to answer each question could result in the disqualification of your bid.**

Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_

1. Provide complete information of three references for which you have performed the services listed in this Bid.

Entity name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Public Works Project: \_\_\_\_\_  
 Date of Project: \_\_\_\_\_  
 Email \_\_\_\_\_  
 Value of Project \_\_\_\_\_

Entity name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Public Works Project: \_\_\_\_\_  
 Date of Project: \_\_\_\_\_  
 Email \_\_\_\_\_  
 Value of Project \_\_\_\_\_

Entity name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Public Works Project: \_\_\_\_\_  
 Date of Project: \_\_\_\_\_  
 Email \_\_\_\_\_  
 Value of Project \_\_\_\_\_

2. Number of years experience you have had in providing as described on this ITB services.  
 \_\_\_\_\_

3. Have you ever failed to complete work awarded to you? If so, where and why?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

5. Have you included proof of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?

General Liability	Yes _____	No _____
Auto Liability	Yes _____	No _____
Worker's Comp	Yes _____	No _____

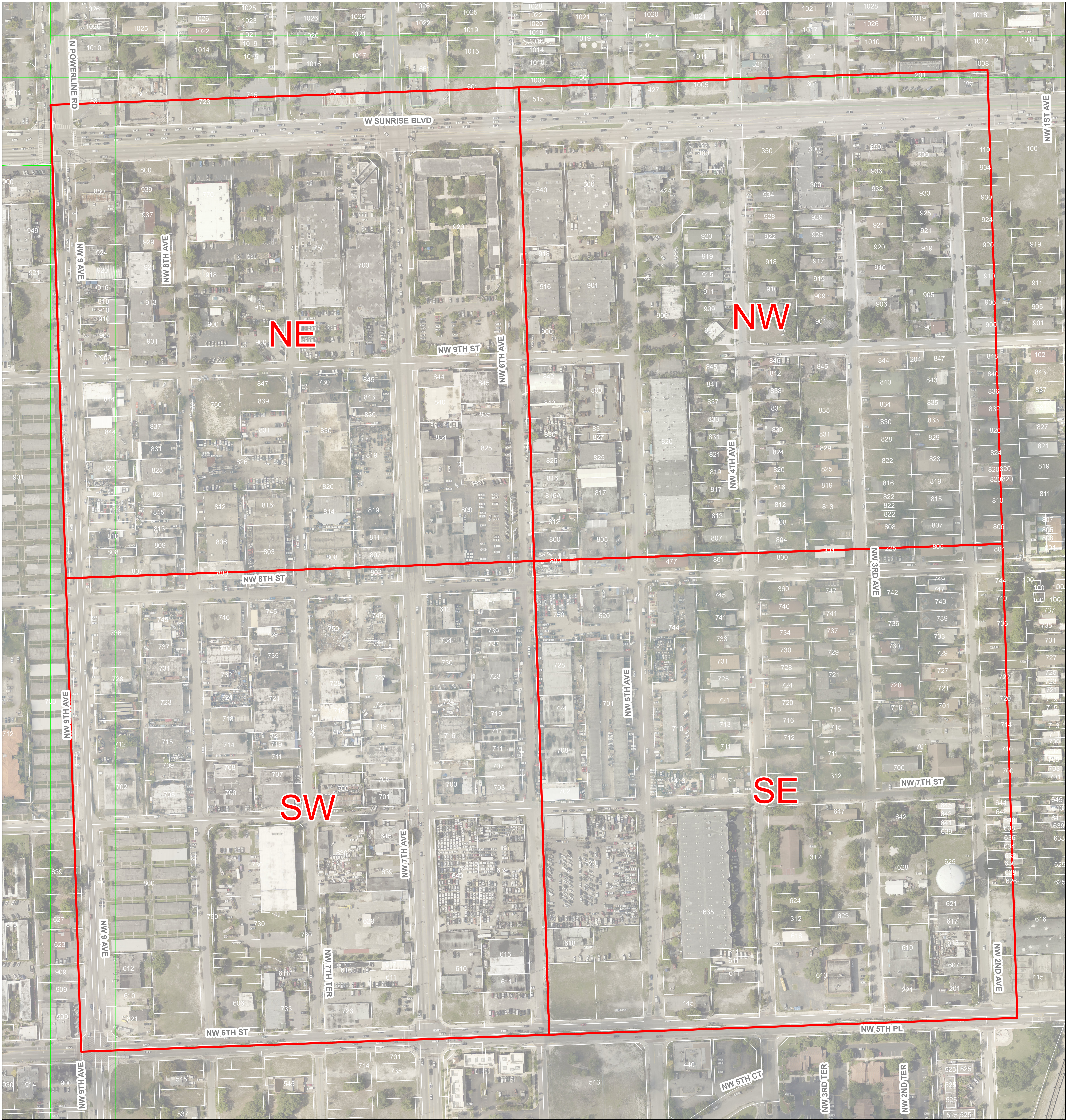
Pollution/Environmental Liability      Yes\_\_\_\_\_      No\_\_\_\_\_

6. Provide a list of the key personnel who will be involved in the project, as well as their experience related to the service on this ITB.
7. Provide an operational plan for the work. This section should reflect clearly the understanding of the scope of services stated on this Invitation to Bid (ITB) in section 2.3. Operational plan shall include the following:
- Company overview including management staff
  - Supervisor(s) assigned to oversee the work and communicate with the Contract Coordinator and City staff as needed
  - Equipment available and to be used to perform the work including make, model, year and function
  - Approach to the project (how will crews be mobilized to perform services to optimize time on site, avoid rework, etc.)
  - Safety plan (include Maintenance of Traffic- MOT, written safety policies and procedures)
  - Information regarding the use of any subcontractors including subcontractor name, insurance information, and tasks to be performed
  - Dewatering and disposal plan for all liquids, solids and special wastes including selected dewatering and disposal locations
  - Communications of defective or broken catch basins, storm water lines, manholes, etc.
  - Communicating catch basins, storm lines, manholes that are inaccessible and rescheduling work with staff
  - Providing photo documentation or CCTV video upon staff request
8. Have you included an operational plan as described above? Yes\_\_\_\_\_ No\_\_\_\_\_

The bidder understands that the information contained in these bid pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the bidder to be true. The bidder agrees to furnish such additional information, prior to acceptance of any contract relating to the qualifications of the bidder, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. **Failure to answer each question could result in the disqualification of your bid.**

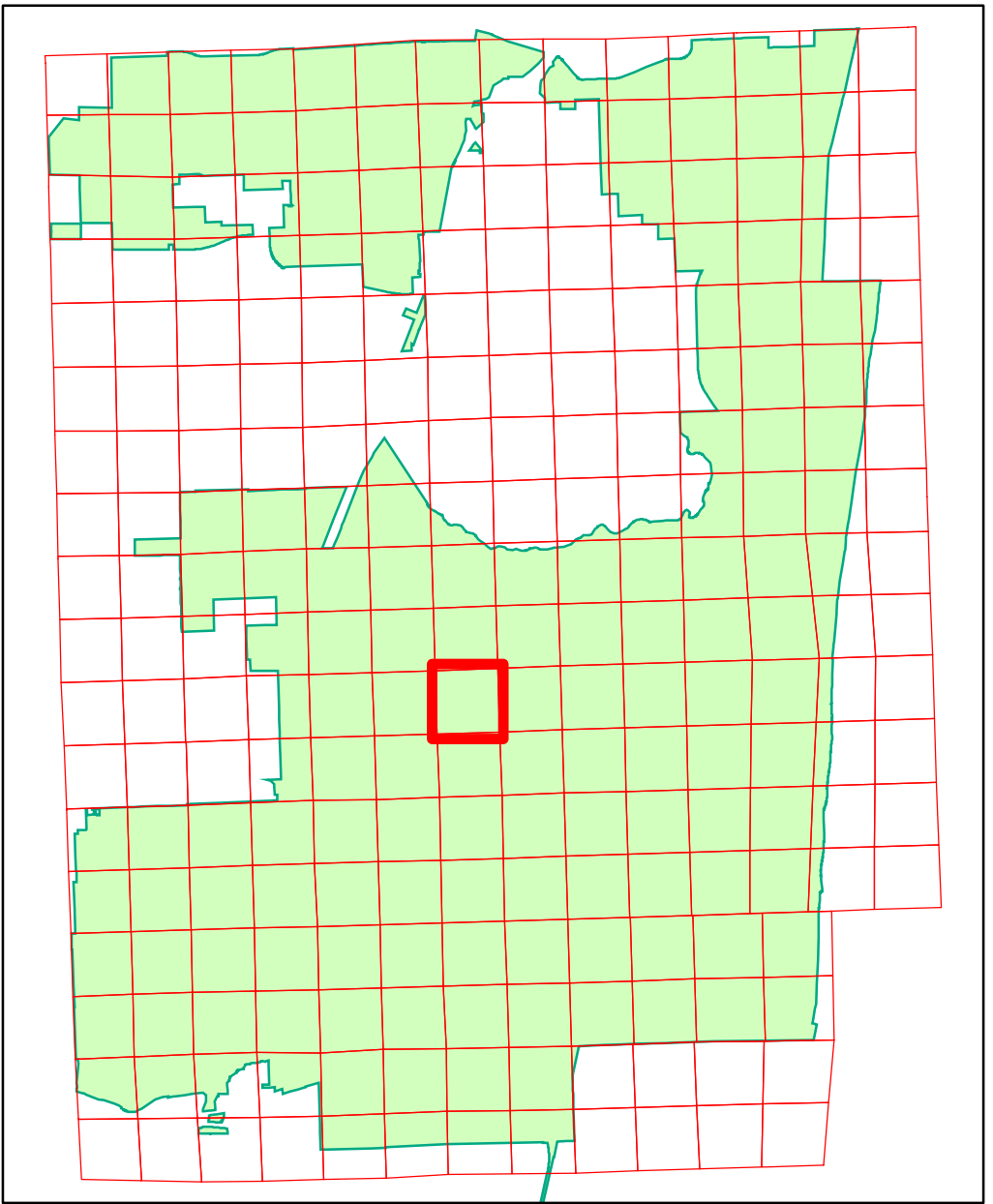




OVERVIEW MAP



1 inch = 95 feet







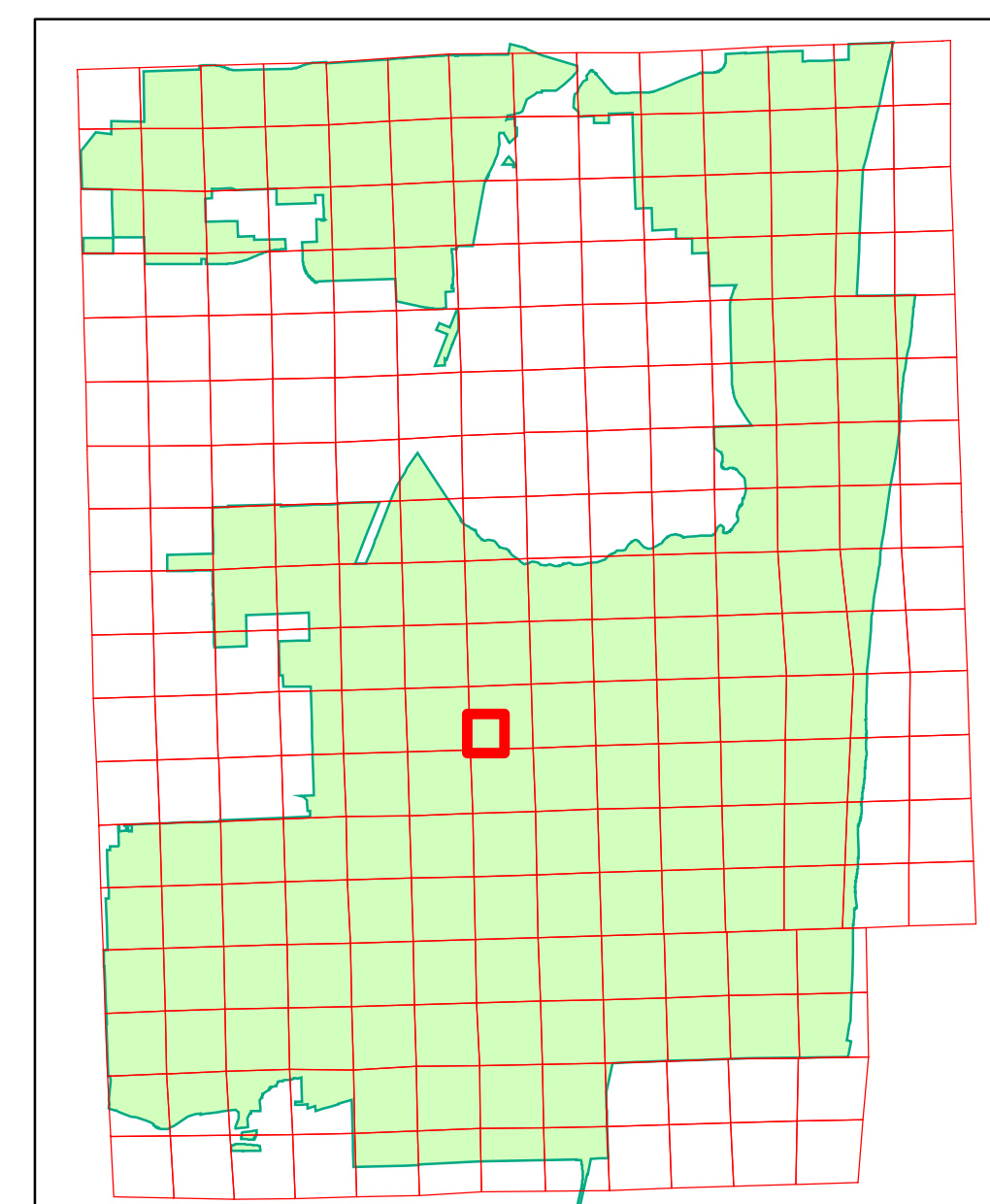
## STORM QUARTER SECTION MAP - - SOUTHWEST

CITY OWNED INLETS LABELED IN BLACK "-STIN-#####"
   
CITY OWNED MANHOLES LABELED IN RED "-STMH-#####"
   
CITY OWNED JUNCT BOXES LABELED IN BLUE "-STND-#####"
   
CITY OWNED OUTFALLS LABELED IN PURPLE "-STND-#####"

TOTALS-
   
60 STORM INLETS
   
14 STORM MANHOLES
   
5 JUNCTION BOXES

12" STORM LINE - 1777 LF
   
15" STORM LINE - 2242 LF
   
18" STORM LINE - 541 LF
   
33" STORM LINE- 986 LF
   
36" STORM LINE - 206 LF
   
UNKNOWN STORM LINE - 2172 LF

1 inch = 50 feet







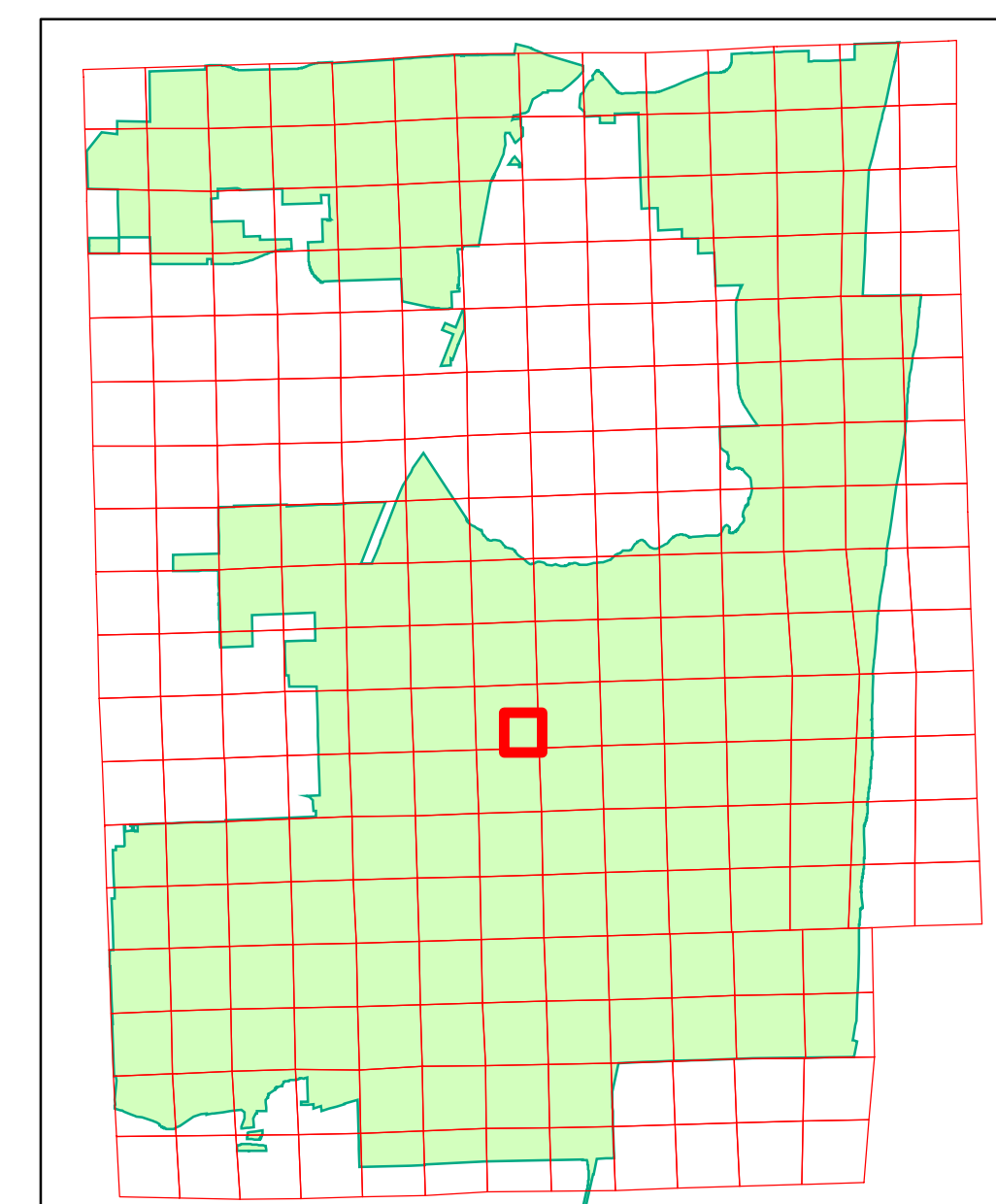
## STORM QUARTER SECTION MAP - - SOUTHEAST

CITY OWNED INLETS LABELED IN BLACK "-STIN-####"  
 CITY OWNED MANHOLES LABELED IN RED "-STMH-####"  
 CITY OWNED JUNCT BOXES LABELED IN BLUE "-STND-####"  
 CITY OWNED OUTFALLS LABELED IN PURPLE "-STND-####"

TOTALS-  
 66 STORM INLETS  
 8 STORM MANHOLES  
 4 JUNCTION BOXES

12" STORM LINE - 1068 LF  
 15" STORM LINE - 1226 LF  
 18" STORM LINE - 31 LF  
 30" STORM LINE - 300 LF  
 36" STORM LINE - 648 LF  
 42" STORM LINE - 648 LF  
 UNKNOWN STORM LINE - 4153 LF

1 inch = 50 feet

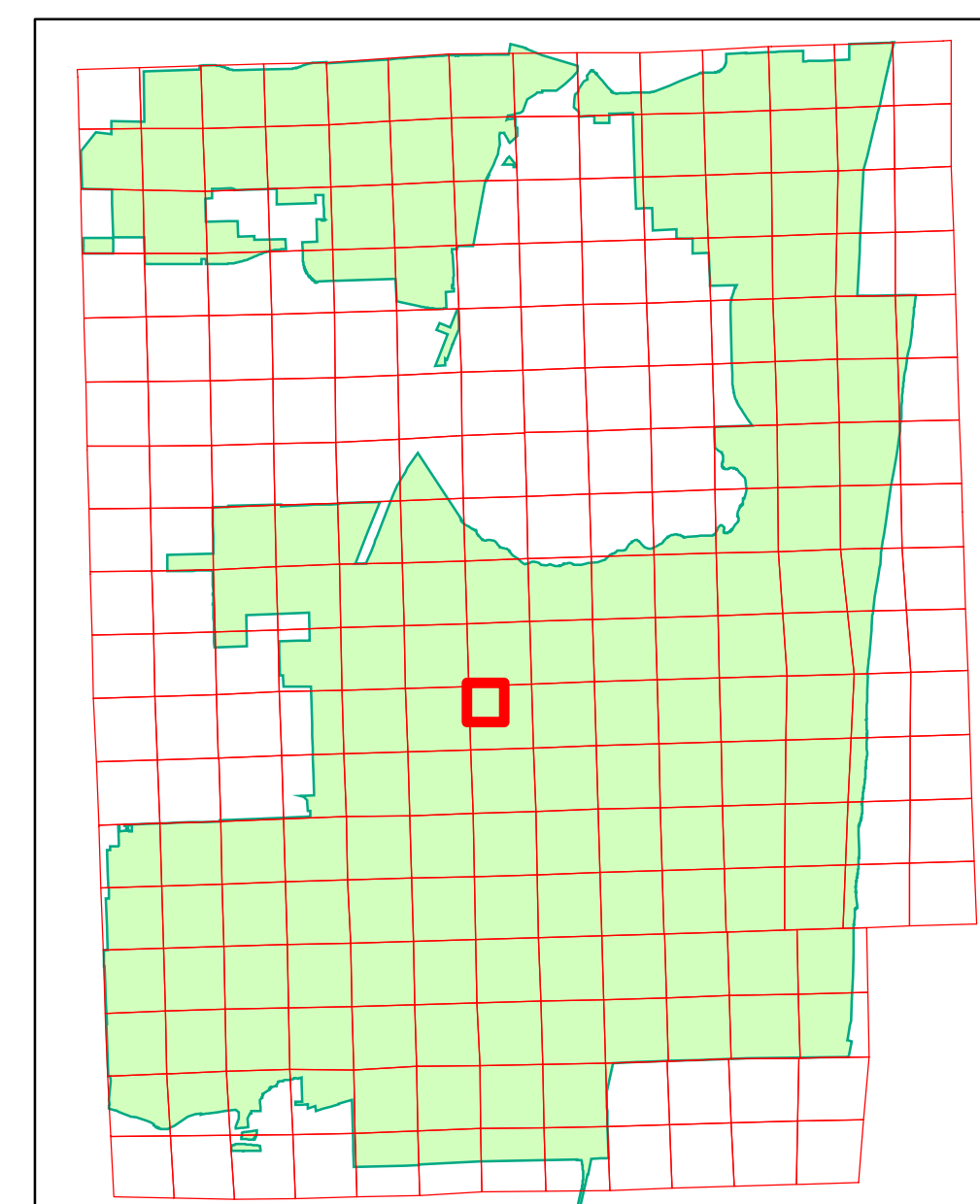




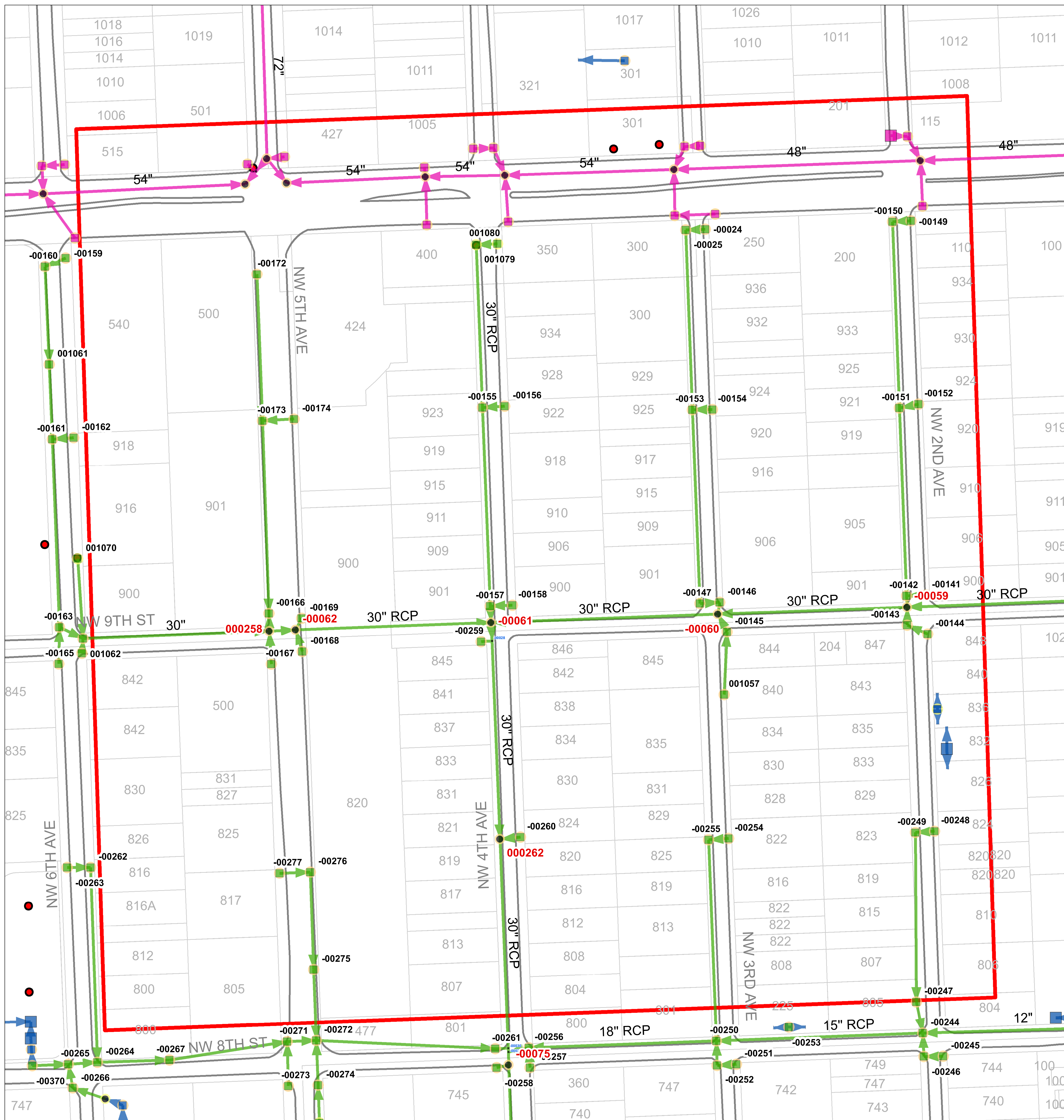


**TOTALS-**  
**48 STORM INLETS**  
**1 STORM MANHOLE**  
**0 JUNCTION BOXES**

1 inch = 50 feet







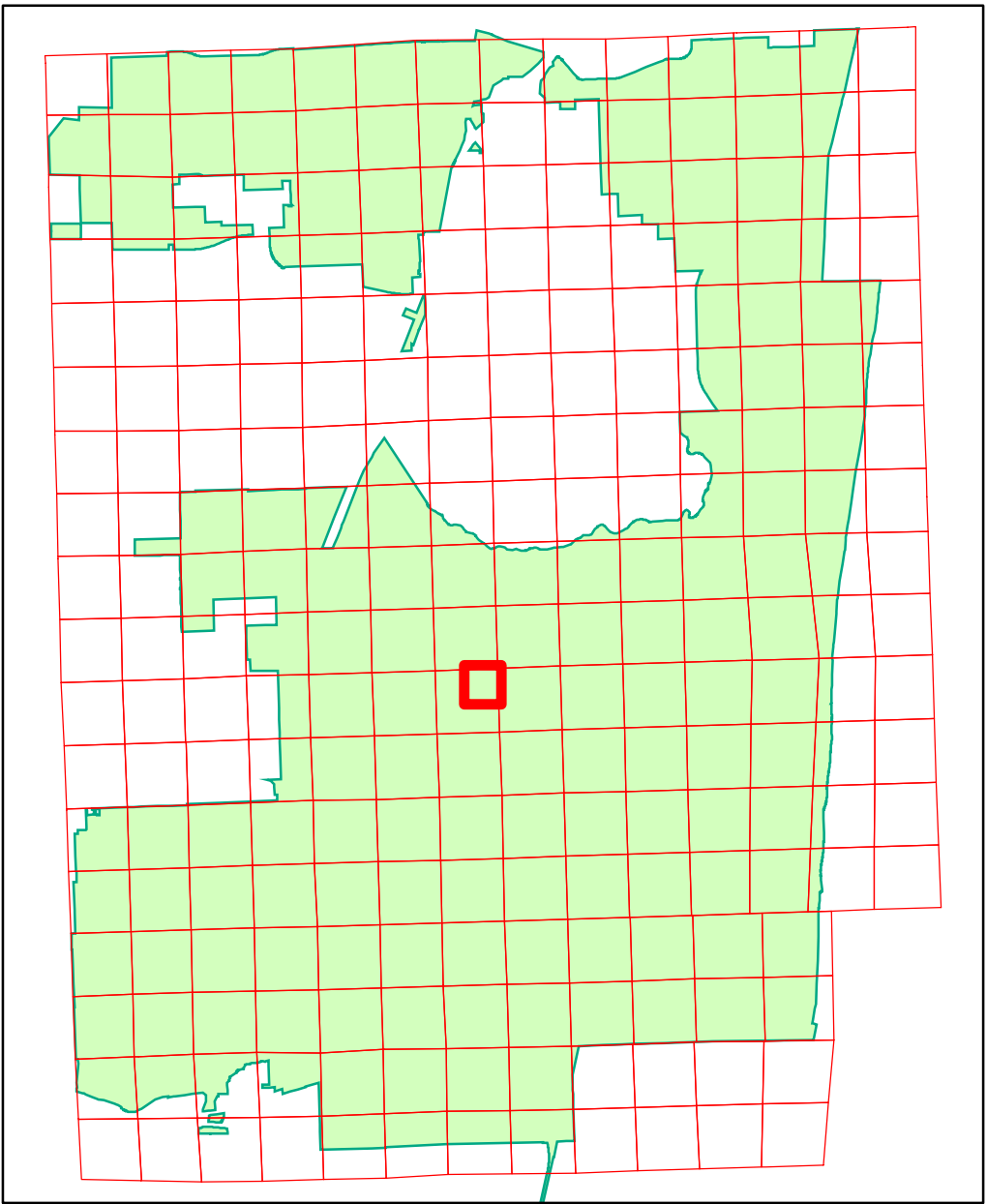
# STORM QUARTER SECTION MAP - - NORTHEAST

CITY OWNED INLETS LABELED IN BLACK "-STIN-#####"
CITY OWNED MANHOLES LABELED IN RED "-STMH-#####"
CITY OWNED JUNCT BOXES LABELED IN BLUE "-STND-#####"
CITY OWNED OUTFALLS LABELED IN PURPLE "-STND-#####"

TOTALS-
40 STORM INLETS
6 STORM MANHOLES
1 JUNCTION BOX
12" STORM LINE - 459 LF
30" STORM LINE- 2405 LF
UNKNOWN STORM LINE - 3124 LF



1 inch = 50 feet







**DEPARTMENT OF FINANCE – PROCUREMENT**  
**ITB SIGN-IN FORM**

Rev: 1 | Date: 08/31/15 | I.D. Number: PSM 1-03

DATE: 03/06/17 TIME: 10:00 AM  
 ITB #: 973-11905 OPENING DATE: 03/23/17  
 ITB TITLE: Stormwater Cleaning and Maintenance  
 PROCUREMENT CONTACT: Hendry Lopez

NAME COMPANY PHONE EMAIL

Hendry Lopez	City of Fort Lauderdale	ext. 5189	hlopez@fortlauderdale.gov
TERRI Adjudha	City of Fort Laud.	ext 5715	TADJODHA@fortlauderdale.gov
Melissa Doyle	COFL	954-828-6111	mldoyle@fortlauderdale.gov
Alain Delgado	Enviro Waste Group	305-200-4086	alain.delgado@enviro-waste.com
Charles Dunn	Gator dredging	727-527-1300	bill@gatordredging.com
JERRY FORTNEY	Gator Dredging	727-422-7422	jfortney@gatordredging.com
Troy Balint	COFL	954-828-7845	tbalint@fortlauderdale.gov
Sandra Marie Pierce	COFL	954-828-7847	mpierce@fortlauderdale.gov
AL PANZARACCA	JES	954-776-5931	ALPAN2@JOHNSONES.COM
PETE CAMERON	JES	954-776-5971	ALPAN2@JOHNSONES.COM
Danny Dimura	Sherridan General Const	954-975-0098	D.Dimura@sherridanconstruction.ca
Geno Gargiulo	Commercial Diver Services	954-245-4811	geno@commercialdiverserv.com
SANTIAGO DUNN	Virtual Engineering	317-225-4243	bid@vuel.us
Roberto Luna	Flotech Environmental	786-970-0010	roberto.luna@flotechllc.com

**STATE OF FLORIDA  
MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT**

**FACILITY NAME:** City of Fort Lauderdale MS4

**PERMIT NUMBER:** FLS000017-004 — MAJOR Facility

**ISSUANCE DATE:** January 5, 2017

**EXPIRATION DATE:** January 4, 2022

**PERMITTEE:** City of Fort Lauderdale  
949 N.W. 38<sup>th</sup> Street  
Fort Lauderdale, Florida 33309

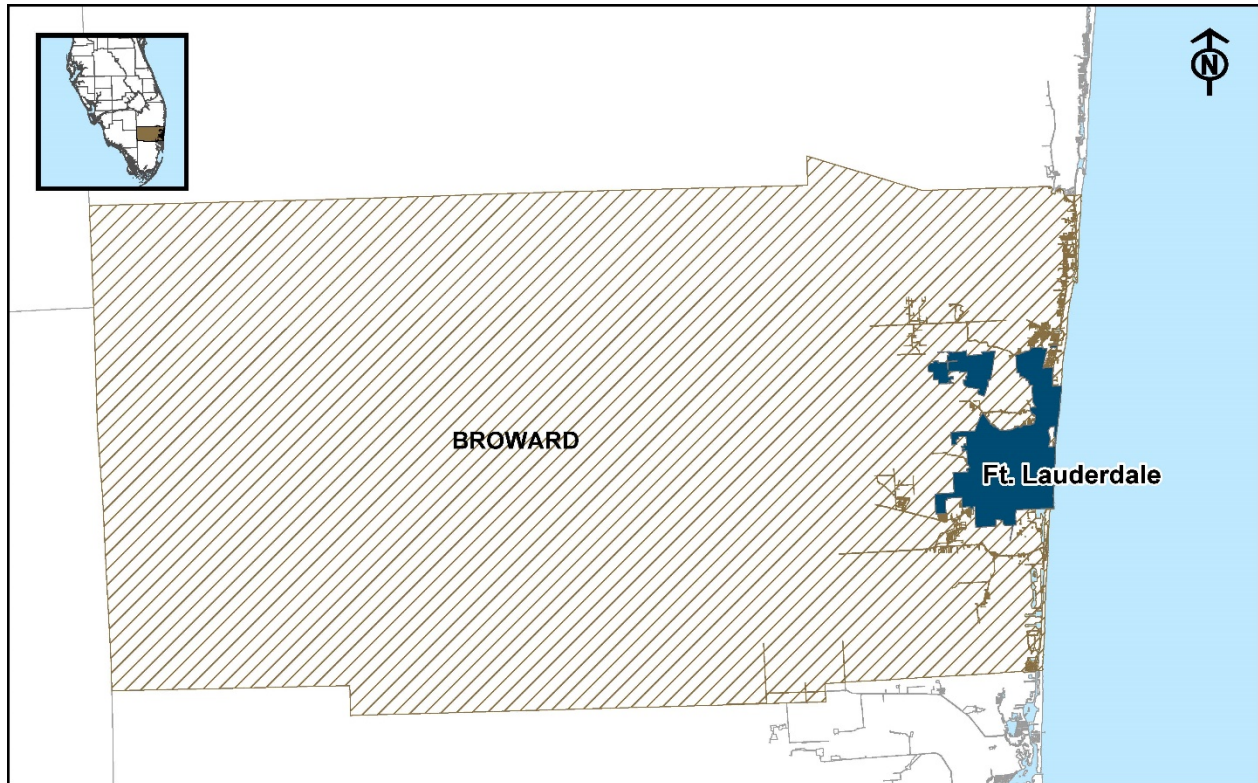
This permit is issued pursuant to Section 403.0885, Florida Statutes (F.S.), and rules promulgated thereunder. The Department of Environmental Protection (Department) implements the stormwater element of the federal National Pollutant Discharge Elimination System (NPDES). The stormwater element of the federal NPDES program is mandated by Section 402(p) of the Clean Water Act (CWA), which is set out in the federal statutes at 33 U.S.C. Section 1342(p) and implemented through federal regulations including 40 Code of Federal Regulations (CFR) 122.26.

Authorized by Section 403.0885, F.S., the Department's federally approved NPDES Stormwater Program is set out in various provisions within Chapters 62-4, 62-620, 62-621 and 62-624 of the Florida Administrative Code (F.A.C.). Chapter 62-624, F.A.C., specifically addresses Municipal Separate Storm Sewer Systems (MS4s).

The above named permittee is hereby authorized to discharge stormwater to waters of the State, in accordance with the approved Stormwater Management Program (SWMP), effluent limitations, monitoring requirements, and other provisions as set forth in this permit, the application and other documents attached hereto or on file with the Department and made a part hereof, from all portions of the MS4 owned or operated by the permittee listed above.

**PART I. DISCHARGES AUTHORIZED UNDER THIS PERMIT****A. Permit Area.**

This permit covers all areas located within the political boundary of the City of Fort Lauderdale that is served by the MS4 owned or operated by the permittee identified above.

**B. Authorized Discharges.**

Except for discharges prohibited under Part I.D, this permit authorizes all existing stormwater point source discharges to waters of the State from those portions of the MS4 owned or operated by the permittee. New stormwater discharges are authorized provided they meet all applicable requirements of the South Florida Water Management District (SFWMD) environmental resource permitting (ERP) program authorized pursuant to Part IV of Chapter 373, F.S.

**C. Permittee Responsibility.**

1. The permittee is responsible for:
  - a. Compliance with permit conditions relating to discharges from portions of the MS4 where they are the operator;

- b. Implementation of the SWMP on portions of the MS4 where they are the operator;
- c. Where permit conditions are established for specific portions of the MS4, the permittee need only comply with the permit conditions relating to those portions of the MS4 for which they are the operator;
- d. A plan of action to assume responsibility for implementation of stormwater management and monitoring programs on its portions of the MS4 should inter-jurisdictional agreements allocating responsibility between other MS4 permittees be dissolved or in default. (See Part II.G.3 of this permit also.);
- e. Submission of annual reports as specified in Part VI (Reporting Requirements);
- f. Collection of monitoring data as required by Part V.B; and
- g. Insuring implementation of system-wide management program elements, including any system-wide public education efforts.

**D. Limitations on Coverage.**

Pursuant to Section 403.0885, F.S., and rules promulgated thereunder, and consistent with Section 402(p)(3)(B)(ii) of the CWA, this permit must include a requirement to effectively prohibit non-stormwater discharges into the storm sewers within the permittee's MS4. Consequently, this permit does not authorize the following discharges:

- 1. *Non-stormwater*: Discharges of non-stormwater, except where such discharges are:
  - a. Authorized under the provisions of Chapter 373 or 403, F.S., or rules promulgated thereunder; or
  - b. Identified by and in compliance with Part II.A.7.a.
- 2. *Spills*: Discharges of material resulting from a spill, except where such discharges are:
  - a. The result of an Act of God where reasonable and prudent measures have been taken to minimize the impact of the discharge; or
  - b. An emergency discharge required to prevent imminent threat to human health or prevent severe property damage, where reasonable and prudent measures have been taken to minimize the impact of the discharge.

## **PART II. STORMWATER POLLUTION PREVENTION AND MANAGEMENT PROGRAM**

The permittee shall implement a Stormwater Management Program (SWMP) that shall include pollution prevention measures, treatment or removal techniques, stormwater monitoring, use of legal authority, and other appropriate means to control the quality of stormwater discharged from the MS4.

Controls and activities in the SWMP shall identify areas of permittee jurisdiction. The SWMP shall include controls necessary to effectively prohibit the discharge of non-stormwater into the MS4 and reduce the discharge of pollutants from the MS4 to the Maximum Extent Practicable (MEP). Compliance with the SWMP shall be reported annually in the ANNUAL REPORT discussed in Part VI of this permit.

Implementation of the SWMP may be achieved through participation with other MS4 permit holders, public agencies, or private entities in cooperative efforts to satisfy the requirements of Part II and Part III of the permit in lieu of creating duplicate program elements. However, the permittee remains responsible for annually reporting on the program elements conducted by the other entity within its jurisdictional area and maintaining documentation of the activity. The SWMP, taken as a whole, shall achieve the "effective prohibition" requirements and "MEP" standards from Section 402(p)(3)(B) of the CWA, as implemented pursuant to Section 403.0885, F.S., and rules promulgated thereunder.

The SWMP covers the term of the permit and shall be updated as necessary, or as required by the Department, to ensure that it complies with Section 403.0885, F.S., and rules promulgated thereunder, and is consistent with Section 402(p)(3)(B) of the CWA. Modifications to the SWMP shall be made in accordance with Part II.G of this permit. Compliance with the SWMP and the compliance schedules in Part III shall be deemed in compliance with Parts II.A and II.B of the permit. Specific components of the SWMP are identified in Parts II and III to serve as measurable and enforceable elements of this permit.

### **A. Stormwater Management Program (SWMP) Requirements.**

1. *Structural Controls and Stormwater Collection System Operation:* The MS4 and any stormwater structural control shall continue to be operated by the permittee in a manner to reduce the discharge of pollutants (including floatables) to the MEP.
  - a. The permittee shall comply with the applicable inspection and maintenance requirements in Table II.A.1.a for those controls operated by the permittee.



**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
<p>Dry Retention Systems</p> <p>New systems (i.e., those in operation after the effective date of the permit) →</p> <p>Existing systems without chronic problems →</p> <p>Existing systems with chronic problems that affect the permitted operation of the system →</p>	<p>Annually the first two years of operation</p> <p>Once every three years</p> <p>Annually until the chronic problems are corrected</p>	<ul style="list-style-type: none"> <li>Inspect the system for storage volume recovery within the permitted time, generally less than 72 hours. Dead or dying grass on the bottom and/or standing water following three or more days of dry weather is an indication of potential clogging and reduced infiltration capacity.</li> <li>Inspect and monitor sediment accumulation on the bottom or inflow/outflow to prevent loss of storage volume, clogging of the system or the inflow/outflow pipes.</li> <li>Inspect vegetation of bottom and side slopes to assure it is healthy, maintaining coverage, and that no erosion is occurring within the system.</li> <li>Inspect inflow and outflow structures, trash racks, and other components for signs of undercutting or piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact operation of the system.</li> <li>Inspect the system for potential mosquito breeding areas such as where standing water occurs after 72 hours or where cattails or other invasive vegetation becomes established.</li> <li>Note any signs of excessive petroleum hydrocarbon contamination and handle appropriately (3).</li> </ul>	<p>As needed based on inspection to assure proper operation</p>	<ul style="list-style-type: none"> <li>If needed, restore the infiltration capacity of the system by scraping, discing or otherwise aerating the bottom so that it meets the permitted recovery time for the required treatment volume.</li> <li>Remove accumulated sediment from the bottom and inflow and outflow pipes and dispose of properly. If possible, sediment removal should be done when the system is dry and when the sediments are cracking.</li> <li>Maintain healthy vegetative cover to prevent erosion in the bottom, side slopes or around inflow and outflow structures (4). Vegetation roots also help to maintain soil permeability. Mow as needed.</li> <li>Conduct repairs to prevent undercutting or piping. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow.</li> <li>Eliminate mosquito breeding habitats.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Underdrain Filter Systems				
New systems (i.e., those in operation after the effective date of the permit) →	Annually the first two years of operation	<ul style="list-style-type: none"> <li>Inspect the system for storage volume recovery within the permitted time, generally less than 36 hours. Dead or dying grass on the bottom and/or standing water following three or more days of dry weather is an indication of potential clogging and reduced infiltration or filtration capacity. Inspect filter system outflow to assure it is operating as designed and is not clogged.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>If needed, restore the infiltration or filtration capacity of the system by scraping, discing or otherwise aerating the bottom and/or by conducting appropriate maintenance of the filter system so that it meets the permitted recovery time for the required treatment volume.</li> </ul>
Existing systems without chronic problems →	Once every three years	<ul style="list-style-type: none"> <li>Inspect and monitor sediment accumulation on the bottom or inflow/outflow to prevent loss of storage volume, clogging of the system or the inflow/outflow pipes.</li> </ul>		<ul style="list-style-type: none"> <li>Remove accumulated sediment from the bottom and inflow and outflow pipes and dispose of properly. If possible, sediment removal should be done when the system is dry and when the sediments are cracking.</li> </ul>
Existing systems with chronic problems that affect the permitted operation of the system →	Annually until the chronic problems are corrected	<ul style="list-style-type: none"> <li>Inspect vegetation of bottom and side slopes to assure it is healthy, maintaining coverage, and that no erosion is occurring within the system.</li> <li>Inspect inflow and outflow structures, trash racks, and other components for signs of undercutting or piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact operation of the system.</li> <li>Inspect the system for potential mosquito breeding areas such as where standing water occurs after 72 hours or where cattails or other invasive vegetation becomes established.</li> </ul>		<ul style="list-style-type: none"> <li>Maintain healthy vegetative cover to prevent erosion in the bottom, side slopes or around inflow and outflow structures (4). Vegetation roots also help to maintain soil permeability. Mow as needed.</li> <li>Conduct repairs to prevent undercutting or piping. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow.</li> <li>Eliminate mosquito breeding habitats.</li> </ul>



**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
<p>Exfiltration Trench / French Drains</p> <p>New systems (i.e., those in operation after the effective date of the permit) →</p> <p>Existing systems without chronic problems →</p> <p>Existing systems with chronic problems that affect the permitted operation of the system →</p>	<p>Annually the first two years of operation</p> <p>Once every three years</p> <p>Annually until the chronic problems are corrected</p>	<ul style="list-style-type: none"> <li>Inspect facility for sediment accumulation in the pipe (when used) and for storage volume recovery (i.e., drawdown capacity). If present, observation wells and inspection ports should be checked following a minimum of 3 days of dry weather. Failure to percolate stored runoff to the design treatment volume level within 72 hours indicates binding of soil in the trench walls and/or clogging of geotextile wrap with fine solids.</li> <li>Inspect appurtenances such as sedimentation and oil and grit separation traps or catch basins as well as diversion devices and overflow weirs when used. Diversion facilities and overflow weirs should be free of debris and ready for service. Sedimentation and oil/grit separators should be scheduled for cleaning when sediment depth approaches cleanout level. Cleanout levels should be established not less than 1 foot below the invert elevation of the chamber.</li> </ul>	<p>As needed based on inspection to assure proper operation</p>	<ul style="list-style-type: none"> <li>Conduct minor maintenance measures to restore infiltration rates to acceptable levels. This may include removal of accumulated sediments by mechanical or manual means.</li> <li>Major maintenance (total rehabilitation) is required to remove accumulated sediment in most cases or to restore recovery rate when minor measures are no longer effective or cannot be performed due to design configuration.</li> <li>Remove trash and debris from diversion facilities and overflow weirs. Clean out sedimentation and oil/grit separators when sediment depth approaches cleanout level and dispose of properly (3, 5).</li> <li>Remove debris from the outfall or “smart box” (diversion device in the case of off-line facilities).</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
<p>Grass Treatment Swales (Dry)</p> <p>New systems (i.e., those in operation after the effective date of the permit) →</p> <p>Existing systems without chronic problems →</p> <p>Existing systems with chronic problems that affect the permitted operation of the system →</p>	<p>Annually the first two years of operation</p> <p>Once every three years</p> <p>Annually until the chronic problems are corrected</p>	<ul style="list-style-type: none"> <li>Inspect the swale for storage volume recovery within the permitted time, generally less than 72 hours. Dead or dying grass, cattails / aquatic vegetation in the swale and/or standing water following three or more days of dry weather is an indication of potential clogging and reduced infiltration capacity.</li> <li>Inspect the swales for debris or litter accumulation or damage to structures including diversion devices, inflow pipes, driveway culverts, and swale blocks.</li> <li>Inspect and monitor sediment accumulation in the swale or at inflows to prevent clogging of the swale or the inflow pipes.</li> <li>Inspect vegetation of bottom and side slopes to assure it is healthy, maintaining coverage, and that no erosion is occurring within the swale.</li> <li>Inspect the swale for potential mosquito breeding areas such as where standing water occurs after 72 hours or where cattails or other invasive vegetation becomes established.</li> <li>Inspect the swale to determine if parking, filling, excavation, construction of fences, or other objects are damaging or obstructing stormwater flow in the swales.</li> </ul>	<p>As needed based on inspection to assure proper operation</p>	<ul style="list-style-type: none"> <li>If needed, restore the infiltration capacity of the swale system by scraping, discing or otherwise aerating the bottom so that it meets the permitted recovery time for the required treatment volume.</li> <li>Remove trash and debris, especially from inflow or outflow structures, to prevent clogging or impeding flow. Repair any damages to structures within the swale system as needed to maintain proper operation.</li> <li>Remove accumulated sediment from the swale and inflow or outflows and dispose of properly (3, 5). If possible, sediment removal should be done when the swale is dry and when the sediments are cracking.</li> <li>Maintain healthy vegetative cover to prevent erosion of the swale bottom or side slopes (4). Mow grass as needed.</li> <li>Eliminate mosquito breeding habitats.</li> <li>Repair any damage to the swale system and remove fences or other obstructions that may have been built in the swale system.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
<p>Dry Detention Systems</p> <p>New systems (i.e., those in operation after the effective date of the permit) →</p> <p>Existing systems without chronic problems →</p> <p>Existing systems with chronic problems that affect the permitted operation of the system →</p>	<p>Annually the first two years of operation</p> <p>Once every three years</p> <p>Annually until the chronic problems are corrected</p>	<ul style="list-style-type: none"> <li>Inspect the system for storage volume recovery within the permitted time, generally less than 72 hours. Dead or dying grass on the bottom and/or standing water following three or more days of dry weather is an indication of potential clogging and reduced infiltration capacity.</li> <li>Inspect and monitor sediment accumulation on the bottom and at the inflow/outflow to prevent loss of storage volume, clogging of the system or the inflow/outfall pipes.</li> <li>Inspect vegetation of bottom and side slopes to assure it is healthy and maintaining coverage, no erosion is occurring, and excessive seepage that may indicate excessive ground water inflow is not occurring.</li> <li>Inspect inflow and outflow structures, trash racks, and other system components for signs of undercutting, piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact proper operation.</li> <li>Inspect the system for potential mosquito breeding areas such as where standing water occurs after 72 hours or where cattails or other invasive vegetation becomes established.</li> <li>Note any signs of excessive petroleum hydrocarbon contamination and handle appropriately (3).</li> </ul>	<p>As needed based on inspection to assure proper operation</p>	<ul style="list-style-type: none"> <li>If needed, restore the infiltration capacity of the system by scraping, discing or otherwise aerating the bottom so that it meets the permitted recovery time for the required treatment volume.</li> <li>Remove accumulated sediment from the system and inflow/outflow pipes and dispose of properly (3, 5). If possible, sediment removal should be done when the system is dry and when the sediments are cracking.</li> <li>Maintain healthy vegetative cover to prevent erosion in the bottom, side slopes or around inflow and outflow structures (4). Mow as needed. Monitor seepage and repair if needed.</li> <li>Conduct repairs to prevent undercutting, piping, or damage. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow.</li> <li>Eliminate mosquito breeding habitats.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Wet Detention Systems				
New systems (i.e., those in operation after the effective date of the permit) →	Annually the first two years of operation	<ul style="list-style-type: none"> <li>Inspect the system for storage volume recovery within the permitted time frame.</li> <li>Inspect the system for excessive sediment accumulations that cause a 20% or more decrease in the wet detention system's permitted storage volume.</li> <li>Inspect inflow and outflow structures, trash racks, and other system components for signs of undercutting, piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact proper operation.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>If required, take actions to assure that storage volume is recovered within the permitted time frame.</li> <li>Remove accumulated sediments to restore permitted storage volume and dispose of properly (3, 5).</li> <li>Conduct repairs to prevent undercutting, piping, or damage. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow.</li> </ul>
Existing systems without chronic problems →	Once every three years	<ul style="list-style-type: none"> <li>Inspect vegetation on side slopes to assure it is healthy and maintaining coverage, and that no erosion is occurring.</li> </ul>		<ul style="list-style-type: none"> <li>Maintain healthy vegetative cover to prevent erosion of side slopes or around inflow and outflow structures (4). Remove any trees or shrubs that may have become established on the discharge structure embankment, if applicable.</li> </ul>
Existing systems with chronic problems that affect the permitted operation of the system →	Annually until the chronic problems are corrected	<ul style="list-style-type: none"> <li>Inspect the wet detention system and, if applicable, littoral zone to assure that cattails or other invasive vegetation are not becoming established.</li> </ul>		<ul style="list-style-type: none"> <li>Remove cattails and other exotic vegetation from the littoral zone, if applicable, and replant appropriate vegetation if needed to meet littoral zone requirements (4).</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
<p>Detention with Filtration Systems</p> <p>New systems (i.e., those in operation after the effective date of the permit) →</p> <p>Existing systems without chronic problems →</p> <p>Existing systems with chronic problems that affect the permitted operation of the system →</p>	<p>Annually the first two years of operation</p> <p>Once every three years</p> <p>Annually until the chronic problems are corrected</p>	<ul style="list-style-type: none"> <li>Inspect the system for storage volume recovery within the permitted time, generally less than 36 hours by assuring that filter system is flowing as designed.</li> <li>Inspect and monitor sediment accumulation in the detention system or inflow/outflow points to prevent loss of storage volume, clogging of the filter system or the inflow/outflow pipes.</li> <li>Inspect inflow and outflow structures, trash racks, and other components for signs of undercutting or piping, settling, or damage, and for accumulation of debris and trash that would cause clogging and adversely impact operation of the system.</li> <li>Inspect the system for potential mosquito breeding areas such as where cattails or other invasive vegetation becomes established.</li> </ul>	<p>As needed based on inspection to assure proper operation</p>	<ul style="list-style-type: none"> <li>If needed, restore the filtration capacity of the system by conducting appropriate maintenance of the filter system so that it meets the permitted recovery time for the required treatment volume.</li> <li>Remove accumulated sediment from the system and from inflow and outflow pipes and dispose of properly.</li> <li>Conduct repairs to prevent undercutting or piping. Remove trash and debris from inflow and outflow structures, trash racks, and other system components to prevent clogging or impeding flow.</li> <li>Eliminate mosquito breeding habitats.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Alum Injection Systems	Monthly unless historical records or the OM Manual specify a different inspection frequency	<ul style="list-style-type: none"> <li>• Conduct inspections as outlined in the operation and maintenance manual for the system.</li> <li>• Inspect pumps for proper operation.</li> <li>• Inspect alum storage tank to assure it has no leaks and that alum levels are appropriate for normal operation.</li> <li>• Inspect alum usage and total runoff discharge.</li> <li>• Verify proper alum dosage rate.</li> <li>• Inspect flow meters to assure they are operating properly.</li> <li>• Inspect computer and telemetry systems to assure they are operating properly.</li> <li>• If appropriate, inspect floc accumulation areas to assure proper collection and disposal of floc.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>• Conduct maintenance as outlined in the operation and maintenance manual for the system.</li> <li>• Maintain or repair pump as needed to assure proper operation.</li> <li>• Order alum as needed to assure it is available during storms.</li> <li>• Maintain or repair flow meters as needed to assure proper operation and alum dosage.</li> <li>• Maintain or repair computer and telemetry system as needed to assure proper operation.</li> <li>• Dispose of floc properly as needed to assure proper operation.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Pollution Control Boxes (e.g., baffle boxes, CDS units, hydrodynamic separators, catch basin inserts, etc.)	Quarterly, unless historic clean out operation records demonstrate that a more or less frequent schedule is appropriate	<ul style="list-style-type: none"> <li>Inspect inlets, outlets, and other system components for damage that would prevent proper flow conditions and operation.</li> <li>Inspect and monitor sediment accumulation in the pollution control box and at the inflow/outflow to prevent loss of storage volume, clogging of the inflow/outfall pipes.</li> <li>If applicable, inspect and monitor vegetation and debris accumulation in the pollution control box screens to prevent loss of storage volume or clogging of the system.</li> <li>If applicable, inspect absorbent materials used to trap hydrocarbons or bacteria to determine if they need replacement.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Repair any damage to assure proper flow conditions and operation.</li> <li>Remove accumulated sediment and dispose of properly.</li> <li>Remove accumulated vegetation and debris and dispose of properly (3, 5).</li> <li>Replace absorbent materials as required for proper operation.</li> <li>Follow all manufacture's recommended maintenance schedule and activities.</li> </ul>
Pump Stations	Semi-annually or more frequently as needed	<ul style="list-style-type: none"> <li>Inspect pump for proper operation.</li> <li>Inspect inlets, bar screens (if used) and other associated components for debris or litter to assure that pump operates properly.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Maintain or repair pump as needed to assure proper operations.</li> <li>Remove debris, litter, and sediments as needed to assure proper operations. Properly dispose of the litter and debris collected. Properly dispose of sediment collected (3, 5).</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Major Outfalls	Annually unless historic operation records demonstrate that a more or less frequent schedule is appropriate	<ul style="list-style-type: none"> <li>Inspect outfalls to assure they are not clogged with litter, debris, or sediment and they are flowing properly.</li> <li>Inspect for damaged headwalls, seepage around pipe, erosion of bank around outfall, erosion or sedimentation at outfall discharge point, and damage or clogged riprap.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Remove debris, litter, and sediments as needed to assure proper operations. Properly dispose of the litter and debris collected. Properly dispose of sediment collected (3, 5).</li> <li>Repair any structural damage to assure proper operation.</li> <li>Maintain healthy vegetative cover to prevent erosion of banks or areas near outfalls (4).</li> <li>Assure that discharges from outfalls are not causing erosion and sedimentation.</li> </ul>
Weirs, Channel Control Structures, or Other Control Structures Associated with Stormwater Structural Controls	Same as specified in this column for the type of stormwater control with which it is associated	<ul style="list-style-type: none"> <li>Inspect weirs / control structures for damage that would prevent proper flow conditions and operation.</li> <li>Inspect and monitor sediment accumulation behind weirs / control structures to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>Inspect and monitor litter/debris accumulation behind weirs / control structures to prevent loss of storage volume and adverse impacts on flow and operation.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Repair any damages to weirs / control structures as needed to assure proper flow conditions and operation.</li> <li>Remove accumulated sediments to restore permitted storage volume and dispose of properly (3, 5).</li> <li>Remove litter/debris as needed to assure proper flow conditions and operation and dispose of properly.</li> </ul>



**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Pipes / Culverts	Inspect a minimum of 10% of the total number of structures each year. All of the structures shall be inspected at least once over two consecutive permit cycles (every 10 years).	<ul style="list-style-type: none"> <li>• Inspect pipes and culverts for structural deficiencies or damage that would prevent proper flow conditions and operation.</li> <li>• Inspect pipes and culverts to monitor sediment accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>• Inspect pipes and culverts to monitor vegetation and litter/debris accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>• Inspections of pipes and culverts can be done through a variety of methods, such as visual observations during normal operating conditions, TVing, mirroring, or other appropriate methods as set forth in the stormwater system operation and maintenance SOPs.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>• Repair any damages to pipes or culverts as needed to assure proper flow conditions and operation.</li> <li>• Remove accumulated sediments as needed to assure proper flow conditions and operation. Dispose of collected sediments properly (3, 5).</li> <li>• Remove vegetation and litter/debris as needed to assure proper flow conditions and operation and dispose of properly.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Canals that are part of the MS4 system and not Waters of the State	Annually	<ul style="list-style-type: none"> <li>Visually inspect for signs of erosion on embankment or side slopes and record. Schedule for stabilization as needed.</li> <li>Visually inspect for any obstructions to flow (e.g., aquatic plant growth, debris, etc.). Schedule for clean-out as needed.</li> <li>Visually inspect appearance of water in Canal. Report if water appearance indicates problem (i.e., discoloration, fish kill, oil &amp; grease sheen, algae bloom, etc.).</li> <li>Visually inspect and discuss general observation of the Levee to include: <ul style="list-style-type: none"> <li>Any evidence of subsidence</li> <li>Aquatic plant growth</li> <li>Condition of Canal bank</li> <li>Erosion along canal banks</li> <li>Schedule maintenance or aquatic weed treatment as needed.</li> <li>Spot check section of the Canal for changes in Canal design cross-section.</li> </ul> </li> </ul>	As needed based on inspection	<ul style="list-style-type: none"> <li>Mow grass along Canal</li> <li>Repair any erosion to stabilize</li> <li>Schedule and perform maintenance as needed.</li> </ul>

**TABLE II.A.1.a — INSPECTION AND MAINTENANCE SCHEDULE FOR STRUCTURAL CONTROLS AND ROADWAYS**

STRUCTURAL CONTROL (1)	FREQUENCY OF INSPECTION	POSSIBLE INSPECTION ACTIVITIES	FREQUENCY OF MAINTENANCE	POSSIBLE MAINTENANCE ACTIVITIES (2)
Inlets, Catch Basins, Grates, Ditches, Conveyance Swales, and Other Stormwater Conveyances	Inspect a minimum of 10% of the total number of structures each year. All of the structures shall be inspected at least once over two consecutive permit cycles (every 10 years).	<ul style="list-style-type: none"> <li>Inspect for damage that would prevent proper flow conditions and operation.</li> <li>Inspect and monitor sediment accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>Inspect and monitor litter/debris accumulation to prevent loss of storage volume and adverse impacts on flow and operation.</li> <li>Inspect vegetation on bottom and side slopes of conveyances to assure it is healthy, maintaining coverage, and that no erosion is occurring within the conveyance system.</li> </ul>	As needed based on inspection to assure proper operation	<ul style="list-style-type: none"> <li>Repair any damages to weirs / control structures as needed to assure proper flow conditions and operation.</li> <li>Remove accumulated sediments to restore permitted storage volume and dispose of properly (3, 5).</li> <li>Remove litter/debris as needed to assure proper flow conditions and operation and dispose of properly.</li> <li>Maintain healthy vegetative cover to prevent erosion of the conveyance bottom or side slopes (4).</li> </ul>

- Notes:**
- (1) The structural controls listed herein are not intended to be a complete listing of all stormwater structures owned and operated by the permittee. The permittee is responsible to perform and record inspections and maintenance of all structures that comprise its municipal separate storm sewer system.
  - (2) The inspection and maintenance activities in the third and fifth columns of this table are not intended to address every possible inspection need or maintenance activity that may be required to assure that an existing structural control continues to function properly or as permitted.
  - (3) Excessive petroleum hydrocarbon contamination can present severe sediment disposal/cleanup problems. Evidence of such pollution includes very dark oily stains, particularly at inlet and outlet structures and strong odors of gasoline, etc. The source of such pollutant discharges to the MS4 should be determined and removed if possible. Otherwise, pretreatment practices should

be used as necessary to ensure that stormwater runoff is not contaminated beyond levels normally observed in runoff from highways and parking lots.

- (4) Use only pesticides approved by USEPA and FDACS for aquatic sites to control weed pests in and around treatment facilities. Use of pesticides and chemicals for the control of invasive species and common undesirable aquatic plants should be minimized. Careful herbicide selection and application is essential to minimize harm to desirable plants and animals. If done on a routine basis mechanical removal can help control unwanted aquatics and minimize the use of chemicals. However, experienced trained applicators can selectively control many undesirable plants with minimum harm to desirable vegetation and possible downstream contamination. The Florida Fish and Wildlife Conservation Commission's Bureau of Invasive Plant Management and/or the County Extension Office should be contacted for assistance.

Supplemental nutrients (fertilizer) should be used as needed to establish and maintain healthy and vigorous cover on the banks of treatment facilities. However, normal rates of fertilization should be lowered in the immediate vicinity of treatment facilities to avoid over-enrichment of the soil and adjacent waters. Apply supplemental nutrients only when grass shows signs of distress once ground cover is well established. Clippings should not go into the water and should be removed periodically to prevent the buildup of nutrients in vegetation subject to periodic or frequent inundation.

Problem areas susceptible to chronic erosion require more intense measures for protection and establishment of permanent vegetative cover. These special considerations may include the use of sod in lieu of seeding and/or the use of higher rates of soil amendments and supplemental moisture during dry weather conditions to insure more rapid establishment or vigorous growth in bank vegetation. Experts in soil conservation are available for assistance by contacting the Natural Resources Conservation Service with the USDA.

- (5) Solids disposal. Stormwater system sediments including street sweepings, catch basin sediments, collected screenings, slurry, sludge, and other solids shall be handled and disposed of pursuant to Department rules and guidance, which is available at: [www.dep.state.fl.us/water/stormwater/npdes/docs/GuidanceSt-Sweep\\_05-03-04.pdf](http://www.dep.state.fl.us/water/stormwater/npdes/docs/GuidanceSt-Sweep_05-03-04.pdf).

1. *Structural Controls and Stormwater Collection System Operation:* (continued)
  - b. Additionally, to satisfy the requirements of this section, the permittee shall continue to implement the SWMP elements identified in Part III.A.1 of this permit.
2. *Areas of New Development and Significant Redevelopment:* The permittee shall continue the comprehensive master planning process (or equivalent) to reduce the stormwater discharge of pollutants from MS4s, which receive discharges from areas of new development and significant redevelopment, after construction is completed to the MEP.
  - a. To satisfy the requirements of this section, the permittee shall continue to implement the SWMP elements identified in Part III.A.2 of this permit.
3. *Roadways:* Public streets, roads, and highways, including rights-of-way, shall continue to be operated and maintained by the permittee in a manner to reduce the discharge of pollutants in stormwater to the MEP.
  - a. To satisfy the requirements of this section, the permittee shall continue to implement the SWMP elements identified in Part III.A.3 of this permit.
4. *Flood Control Projects:* The permittee shall continue to assure that flood management projects assess the impacts on the water quality of receiving water bodies and meet current ERP rules of the SFWMD for stormwater treatment. Existing structural flood control devices shall be evaluated to determine if retrofitting the device to provide additional pollutant removal from stormwater is needed or feasible.
  - a. To satisfy the requirements of this section, the permittee shall continue to implement the SWMP elements identified in Part III.A.4 of this permit.
5. *Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered by an NPDES Stormwater Permit:* The permittee shall continue to implement a program to reduce pollutants in stormwater discharges from facilities that handle municipal waste not covered by an NPDES stormwater permit through procedures to evaluate, inspect, and monitor these facilities to the MEP.
  - a. To satisfy the requirements of this section, the permittee shall continue to implement a program as identified in Part III.A.5 of this permit.
6. *Pesticide, Herbicide, and Fertilizer Application:* The permittee shall continue to implement controls to reduce the stormwater discharge of pollutants related to the storage and application of pesticides, herbicides, and fertilizers applied by employees or contractors to public property to the MEP.

- a. To satisfy the requirements of this section, the permittee shall continue to implement the SWMP elements identified in Part III.A.6 of this permit.
7. *Illicit Discharges and Improper Disposal:* The permittee shall continue the ongoing program to detect and eliminate (or require the discharger to the MS4 to eliminate) illicit discharges and improper disposal into the MS4 to reduce pollutants discharged to the MS4 to the MEP.
- a. *Inspection, Ordinances, and Enforcement Measures:* Non-stormwater discharges to the MS4 shall continue to be effectively prohibited by the permittee through the use of inspections, ordinances, and enforcement. The permittee, however, may allow the following non-stormwater discharges to the MS4 where they are not identified as a source of pollutants to waters of the State:
- Water line flushing;
  - Landscape irrigation;
  - Diverted stream flows;
  - Rising ground waters;
  - Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)) to separate storm sewers;
  - Uncontaminated pumped ground water;
  - Discharges from potable water sources;
  - Foundation drains;
  - Air conditioning condensate;
  - Irrigation water;
  - Springs;
  - Water from crawl space pumps;
  - Footing drains;
  - Lawn watering;
  - Individual residential car washing;
  - Flows from riparian habitats and wetlands;
  - Dechlorinated swimming pool discharges;
  - Street wash waters;
  - Discharges or flows from emergency firefighting activities;
  - Reclaimed water line flushing authorized pursuant to a permit issued under the authority of Rule 62-610, F.A.C.; and
  - Flows from uncontaminated roof drains.

To satisfy the requirements of this section, the permittee shall:

- (1) Continue assessment of the non-stormwater discharges listed under Part II.A.7.a (above), as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.

- (2) Continue to enforce ordinances that prohibit illicit connections and illegal dumping into the MS4, as per the schedule in Part III.A.7.a of this permit.
- b. *Dry Weather Field Screening Program:* \*\*\*RESERVED\*\*\* Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, the Department has concluded that more environmental benefits can be achieved through the implementation of a proactive illicit discharge detection program, which is set forth in the remaining sections of Part II.A.7 of this permit. The permittee performed dry weather field screening during its first permit cycle. The Department shall incorporate additional dry weather field screening into the permit as necessary.
- c. *Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal:* The permittee shall continue to implement the program developed to identify and eliminate source(s) of illicit discharges, illicit connections and dumping to the MS4 through a proactive inspection schedule and through reactive investigations into reports of suspected illicit activity.
  - (1) To satisfy the requirements of this section, the permittee shall continue to implement the SWMP elements identified in Part III.A.7.c of this permit.
- d. *Spill Prevention and Response:* The permittee shall continue to implement procedures to prevent, contain, and respond to spills that may discharge into the MS4.
  - (1) To satisfy the requirements of this section, the permittee shall continue to implement the SWMP elements identified in Part III.A.7.d of this permit.
- e. *Public Notification:* The permittee shall continue to implement a program to promote, publicize, and facilitate public reporting of illicit discharges.
  - (1) To satisfy the requirements of this section, the permittee shall continue to implement the SWMP elements identified in Part III.A.7.e of this permit.
- f. *Oils, Toxics, and Household Hazardous Waste Control:* The permittee shall continue to effectively prohibit the discharge or disposal of used motor vehicle fluids, household hazardous wastes, and lead acid batteries into the MS4.

- (1) To satisfy the requirements of this section, the permittee shall continue to implement the SWMP elements identified in Part III.A.7.f of this permit.
- g. *Limitation of Sanitary Sewer Seepage:* The permittee shall continue to prevent (or require the operator of the sanitary sewer to eliminate) unpermitted discharges of dry and wet weather overflows from sanitary sewers into the MS4. The permittee shall eliminate the inflow/infiltration from collection/transmission systems and/or septic tanks into the MS4 to the MEP.
  - (1) To satisfy the requirements of this section, the permittee shall continue to implement the SWMP elements identified in Part III.A.7.g of this permit.
8. *Industrial and High Risk Runoff:* The permittee shall continue to implement a program to identify and control pollutants in stormwater discharges to the MS4 to the MEP from any operating municipal landfill(s); hazardous waste treatment, storage, disposal and recovery facilities; facilities that are subject to EPCRA Title III, Section 313; and any other industrial or commercial discharge that the permittee determines is contributing a substantial pollutant loading to the MS4.

To satisfy the two (2) requirements of this section:

- a. *Identification of Priorities and Procedures for Inspections:* The permittee shall implement the SWMP elements identified in Part III.A.8.a of this permit.
  - b. *Monitoring of High Risk and Industrial Facilities:* The permittee shall implement the SWMP elements identified in Part III.A.8.b of this permit.
9. *Construction Site Runoff:* The permittee shall continue to implement a program to reduce the discharge of pollutants from construction sites to the MEP.
    - a. *Site Planning and Non-structural & Structural Best Management Practices:* The permittee shall continue to require the use and maintenance of appropriate structural and non-structural best management practices to reduce pollutants discharged to the MS4 during the time of construction.
      - (1) To satisfy the requirements of this section, the permittee shall implement the SWMP elements identified in Part III.A.9.a of this permit.
    - b. *Inspection and Enforcement:* The permittee shall continue to implement a program for inspecting construction sites and enforcing the requirements for stormwater runoff control measures.



(1) To satisfy the requirements of this section, the permittee shall implement the SWMP elements identified in Part III.A.9.b of this permit.

c. *Site Operator Training:* The permittee shall continue to provide appropriate education and training measures for those associated with the review, implementation, and inspection of proper stormwater, erosion, and sedimentation control measures at construction sites.

(1) To satisfy the requirements of this section, the permittee shall implement the SWMP elements identified in Part III.A.9.c of this permit.

**B. Area-specific Stormwater Management Program Requirements.**

\*\*\*RESERVED\*\*\* This section may be reopened or revised in accordance with Part VII of this permit.

**C. Deadlines for Program Compliance.**

Except as provided in Part III, compliance with the SWMP shall be required upon permit issuance.

**D. Roles and Responsibilities of the Permittee.**

The SWMP, together with any interagency agreements or interagency agreements developed subsequent to the effective date of the permit, shall clearly identify the roles and responsibilities of the permittee, where applicable.

**E. Legal Authority.**

To the extent allowed by law, the permittee shall continue to ensure legal authority to control discharges to and from those portions of the MS4 over which it has jurisdiction. This legal authority may be a combination of statute, ordinance, permit, contract, order or inter-jurisdictional agreements between permitted MS4 operators with adequate existing legal authority to accomplish Items 1 - 6 below. A permittee can rely on the legal authority of another entity if it allows the permittee, or another entity under a written agreement, to effectively prohibit and enforce as necessary.

1. Control the contribution of pollutants to the MS4 by stormwater discharges associated with industrial activity, including construction sites, and the quality of stormwater discharged from these facilities/sites;
2. Prohibit illicit discharges and illicit connections to the MS4;

3. Control the discharge of spills and the dumping or disposal of materials other than stormwater (e.g., industrial and commercial wastes, trash, used motor vehicle fluids, leaf litter, grass clippings, animal wastes, etc.) into the MS4;
4. Control through interagency or inter-jurisdictional agreements between permitted MS4 operators the contribution of pollutants from one portion of the MS4 to another;
5. Require compliance with conditions in ordinances, permits, contracts or orders; and
6. Carry out all inspection, surveillance and monitoring procedures necessary to determine compliance with permit conditions.

**F. Stormwater Management Program Resources.**

The permittee shall undertake annually an analysis of the financial and staffing resources needed to successfully implement its activities under the SWMP. If program resources have decreased from the previous year, a discussion of the impacts on the implementation of the SWMP shall be provided. The permittee shall also have a source of funding for implementing all the other requirements included within this permit.

**G. Stormwater Management Program Review and Modification.**

1. *Program Review:* The permittee shall continue to participate in an annual review of the current SWMP in conjunction with preparation of the ANNUAL REPORT required under Part VI of the permit.
2. *Program Modification:* The permittee may modify its SWMP during the life of the permit in accordance with the following procedures:
  - a. Modifications adding (but not subtracting nor replacing) components, controls, or requirements to the approved SWMP may be made by the permittee at any time. A description of the modification shall be included within the subsequent ANNUAL REPORT.
  - b. Modifications replacing or deleting components, controls, or requirements (such as an ineffective or unfeasible BMP or maintenance schedule) with an alternate BMP or schedule may be requested by the permittee in any ANNUAL REPORT. A description of the replacement BMP or schedule shall be included in the ANNUAL REPORT along with the following information:
    - (1) An analysis of why the former BMP or schedule was ineffective or infeasible (including cost prohibitive);

- (2) Expectations on the effectiveness of the replacement BMP or schedule; and
    - (3) An analysis of why the replacement BMP or schedule is expected to achieve the goals of the BMP that was replaced.
  - c. Written approval from the Department must be received prior to implementing a modification requested pursuant to sub-paragraph b., above.
  - d. Modifications requested within the ANNUAL REPORT shall be signed in accordance with Rule 62-620.305, F.A.C.
3. *Transfer of Ownership, Operational Authority, or Responsibility for Stormwater Management Program Implementation:* The permittee shall implement the SWMP on all new areas added to its portion of the MS4 (or for which it becomes responsible for implementation of stormwater quality controls) as expeditiously as practicable. Transfer of ownership shall be in accordance with Rule 62-620.610(14), F.A.C.

**H. Recordkeeping Requirements.**

The permittee shall maintain the following records for the MS4 for a minimum of three years from the date the report or record was prepared in accordance with Rule 62.620 F.A.C. including:

1. Copies of all reports required by this permit;
2. All SWMP operation and maintenance records;
3. Records of all data, including reports and documents used to complete the application for the permit; and
4. All original recordings for any continuous monitoring instrumentation.

The permittee shall maintain all sampling and analytical records for the MS4 in accordance with Rule 62.160 F.A.C.

**PART III. SCHEDULES FOR IMPLEMENTATION AND COMPLIANCE**

The permittee shall comply with the following schedules for SWMP implementation and permit compliance.

**A. Implementation of Stormwater Management Program.**

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>1. <i>Structural Controls and Stormwater Collection Systems Operation.</i></b>	
<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
Maintain an up-to-date inventory of the structural controls and roadway stormwater collection structures operated by the permittee, including, as applicable, all of the types of control structures listed in Table II.A.1.a of the permit.	Report the current known inventory in each ANNUAL REPORT.
Provide an inventory of all known major outfalls covered by the permit and a map depicting the location of the major outfalls (hard copy or electronic).	Provide the major outfall inventory and map with the Year 1 ANNUAL REPORT.

STORMWATER MANAGEMENT PROGRAM:	
1. <i>Structural Controls and Stormwater Collection Systems Operation.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a structural control inspection and maintenance program to conduct inspections and maintenance of the structural controls and roadway stormwater collection systems operated by the permittee in accordance with Table II.A.1.a of the permit to reduce pollutants, including floatables, in discharges from the MS4. The written Standard Operating Procedure (SOP) shall be reviewed annually.</p> <p>Maintain an internal record keeping system to schedule and document inspections and maintenance activities conducted on the structural controls and roadway stormwater collection structures operated by the permittee.</p> <p>If these activities are conducted by another entity under a contractual agreement, then the permittee shall retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.</p>	<p>Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained in each ANNUAL REPORT.</p> <p>If the minimum inspection frequencies set forth in Table II.A.1.a were not met, provide as an attachment an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>2.     <i>Areas of New Development and Significant Redevelopment.</i></b>	
<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
<p>Continue to adhere to the policies of the permittee's current Comprehensive Plan (or similar document) and the requirements of local codes and regulations, as well as development review and permitting procedures, that incorporate stormwater quality considerations into land-use planning and development activities to reduce pollutants in stormwater discharges from areas of new development and significant redevelopment, and guide new development away from environmentally sensitive areas. The comprehensive planning process shall limit the increases in the discharge of pollutants in stormwater as a result of new development, and shall reduce the discharge of pollutants in stormwater from redeveloped areas, consistent with the requirements set forth in the ERP rules of the SFWMD.</p> <p>Maintain documentation of the new development and significant redevelopment project review activity.</p>	<p>Report the number of significant development projects, including new and redevelopment projects reviewed and approved by the permittee for post-development stormwater considerations in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>2. <i>Areas of New Development and Significant Redevelopment.</i></b>	
<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
<p>Conduct an inter-departmental review of the permittee's current local codes and land development regulations to identify potential changes to existing codes and regulations that will further reduce the stormwater impacts of new development and areas of significant redevelopment. In particular, focus on changes to the code that will promote low impact design, also termed green infrastructure: reductions in impervious surfaces, the use of swales or other retention BMPs, the incorporation of low impact development principles, reduction in flow and volume of stormwater, increase in natural hydrology, and adherence to the principles of the Florida Yards and Neighborhoods program in new landscaping.</p> <p>Develop a summary report of the review activity that includes the following information: all applicable local code and regulation citations reviewed (both current and draft); a description of the current and proposed techniques aimed at reducing the stormwater impacts of new development and areas of significant redevelopment that are included within the applicable codes and regulations; a description of innovative stormwater planning techniques, including those described above, recommended for possible future incorporation into the codes and regulations (beyond what may be currently in draft); and, a plan for implementing changes to codes and regulations.</p> <p>In addition, develop a follow-up report that summarizes plan implementation to change the local codes and regulations and promote reducing stormwater impacts from new development and areas of significant redevelopment.</p>	<p>Provide in the Year 2 ANNUAL REPORT the summary report of the review activity.</p> <p>Provide in the Year 4 ANNUAL REPORT the follow-up report on plan implementation.</p>

STORMWATER MANAGEMENT PROGRAM: 3. <i>Roadways.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a litter control program for public streets, roads, and highways, including rights-of-way operated by the permittee; and procedures to properly dispose of collected material. Implement the program on a monthly, or on an as needed, basis. The written SOP shall be reviewed annually.</p> <p>Maintain documentation of the litter control program activities.</p>	<p>Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected in each ANNUAL REPORT.</p>
<p>In addition to the litter collection program, consider promoting and coordinating an "Adopt-A-Road" (or similar) program where volunteers collect litter along roadways within the permittee's jurisdictional area. This activity may be accomplished through cooperative efforts with other MS4 permittees, public agencies, or private entities.</p> <p>Maintain documentation of the Adopt-A-Road (or similar program) activities.</p>	<p>If an Adopt-A-Road or similar program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected in each ANNUAL REPORT.</p>



STORMWATER MANAGEMENT PROGRAM: 3. <i>Roadways.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a street sweeping program for highways and streets, including rights-of-way, with curbs and gutters operated by the permittee. The SOP shall include the criteria for determining which roadways will be swept and the frequency of sweeping, proper disposal of collected material, and the method for quantifying and tracking the amount of material removed by the street sweepers. The written SOP shall be reviewed annually.</p> <p>The permittee shall use the results of the Florida Stormwater Association MS4 Project to calculate the total nitrogen (TN) and total phosphorus (TP) load reductions. This report and the associated spreadsheet to calculate the nutrient loadings are available online at: <a href="http://www.dep.state.fl.us/water/stormwater/npdes/MS4_1.htm">http://www.dep.state.fl.us/water/stormwater/npdes/MS4_1.htm</a>. A permittee may use results from a similar study if it is approved by the Department.</p> <p>Maintain documentation of the street sweeping program activities.</p>	<p>Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the estimated pounds of total nitrogen (TN) and total phosphorus (TP) that were removed by the collection of sweepings, in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 3. <i>Roadways.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a roadway maintenance program to reduce the pollutants in stormwater runoff from areas associated with road repair and maintenance, and from permittee-owned or operated equipment yards and maintenance shops that support road maintenance activities.</p> <p>The pollution prevention practices during road repair shall include limiting the amount of soil disturbance to the immediate area under repair and using appropriate stormwater, erosion, and sedimentation control BMPs from the <a href="#">Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual</a> (Florida DEP, most current version) and from the <a href="#">State of Florida Erosion and Sediment Control Design and Review Manual</a>, (Prepared for FDOT &amp; FDEP; by the State Erosion and Sediment Control Task Force, 2013) until disturbed areas are stabilized.</p> <p>The permittee shall identify the equipment yards and maintenance shops that support road maintenance activities, and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. The written SOP shall be reviewed annually.</p> <p>Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed and the appropriate control measures and procedures implemented or needing to be implemented.</p>	<p>Report the number of applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>4. Flood Control Projects.</b>	
ACTIVITY	REPORTING REQUIREMENT
<p>Stormwater treatment shall be provided for all flood management projects undertaken by the permittee as required by the ERP rules of the SFWMD. Continue to maintain a list of stormwater capital improvement projects proposed by the Stormwater Management Master Plan or Basin Master Planning studies (or a similar document). Include in the project list any retrofits of existing structural flood control devices to provide additional pollutant removal from stormwater.</p> <p>Existing structural flood control devices shall be evaluated to determine if retrofitting the device to provide additional pollutant removal from stormwater is needed or feasible. A "stormwater retrofit project" is primarily to provide stormwater treatment for areas currently without treatment or requiring additional stormwater treatment.</p>	<p>Report the total number of flood control projects that were constructed by the permittee during the reporting period and the number of those projects that did not include stormwater treatment in each ANNUAL REPORT.</p> <p>The permittee shall provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems.</p>

STORMWATER MANAGEMENT PROGRAM:	
5. <i>Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered by an NPDES Stormwater Permit.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a Municipal Waste Treatment, Storage, or Disposal (TSD) facility program for inspections and implementation of measures to control discharges from the following facilities that are not otherwise covered by an NPDES stormwater permit:</p> <ul style="list-style-type: none"> <li>• operating municipal landfills;</li> <li>• municipal waste transfer stations;</li> <li>• municipal waste fleet maintenance facilities; and</li> <li>• other municipal waste treatment, waste storage, and waste disposal facilities.</li> </ul> <p>The permittee shall identify the applicable facilities and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. Site specific monitoring may be required as detailed in Part III.A.8.b. The written SOP shall be reviewed annually.</p> <p>Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed, and the appropriate pollution control measures and procedures implemented or needing to be implemented.</p>	<p>Report the number of applicable facilities and the number of inspections conducted for each facility in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>6.     <i>Pesticides, Herbicides, and Fertilizer Application.</i></b>	
<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
<p>Continue to require proper certification and licensing by the Florida Department of Agriculture and Consumer Services (FDACS) for all applicators contracted to apply pesticides or herbicides (commercial applicator) on permittee-owned property, as well as any permittee personnel (public applicator) employed in the application of these products.</p> <p>Maintain a list of the public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed.</p>	<p>Report the number of public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed in each ANNUAL REPORT.</p>
<p>All permittee personnel applying fertilizer shall be trained through the <a href="#">Green Industry BMP Program</a>. A permittee who contracts the application of fertilizer shall use only commercial applicators of fertilizer who have obtained a limited certification for urban landscape commercial fertilizer application under Section 482.1562, F.S.</p> <p>Maintain a list of the permittee personnel who have been trained through the Green Industry BMP Program and the contracted commercial applicators of fertilizer who are FDACS certified/licensed.</p>	<p>Report the number of permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS licensed in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 6. <i>Pesticides, Herbicides, and Fertilizer Application.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Pursuant to Section 403.9337, F.S., all local governments are encouraged to adopt a Florida-Friendly Landscaping Ordinance similar to the one set forth in the <a href="#">Florida-Friendly Guidance Models for Ordinances, Covenants and Restrictions</a>. This model ordinance incorporates Florida-Friendly landscaping and irrigation design requirements, Florida-Friendly fertilizer requirements, and training and certification requirements.</p> <p>If the broader Florida-Friendly Landscaping ordinance described above is not adopted, then all local governments within the watershed of a nutrient-impaired water body shall adopt the Department's <a href="#">Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes</a> pursuant to Section 403.9337, F.S., or an ordinance that includes all of the elements set forth in the Model Ordinance. The requirements in this section apply to impaired waterbodies established as of the effective date of this permit.</p> <p>The ordinance shall be adopted within 24 months of the date of permit issuance.</p>	<p>Provide a copy of the adopted ordinance with the Year 2 ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 6. <i>Pesticides, Herbicides, and Fertilizer Application.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a public education and outreach program to encourage citizens to reduce their use of pesticides, herbicides, and fertilizers. The program shall include the distribution of public education materials describing the need to minimize the application of fertilizers, pesticides and herbicides, and promote actions such as incorporating Florida-friendly landscaping concepts into new landscaping projects.</p> <p>The written SOP for implementation of the program shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• the goals and objectives;</li> <li>• the topics to be addressed;</li> <li>• a description of the target audience(s);</li> <li>• a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen;</li> <li>• the methods for distribution;</li> <li>• the annual schedule for the activities/distribution;</li> <li>• the method for documenting the outreach activities;</li> <li>• identification of the staff / department(s) / entities responsible for performing the outreach activities; and</li> <li>• a description of the resources allocated to implement the program.</li> </ul> <p>If these activities are conducted under a contractual agreement with another MS4 permittee, one SOP may be developed for all the permittees covered by the agreement.</p> <p>A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit.</p>	<p>In each ANNUAL REPORT, report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers, including the type and number of activities conducted, the type and number of materials distributed, and the number of website visits (if applicable).</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>6.     <i>Pesticides, Herbicides, and Fertilizer Application.</i></b>	
<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
<p>Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of website visits (if applicable).</p> <p>Compliance with this element may be achieved through participating in the Florida Yards and Neighborhoods (FYN) program administered by the UF/IFAS County Extension.</p>	



STORMWATER MANAGEMENT PROGRAM:	
6. <i>Pesticides, Herbicides, and Fertilizer Application.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a pesticide, herbicide and fertilizer application program to minimize the use of pesticides, herbicides, and fertilizers on public property and to properly apply, store, and mix these products.</p> <p>The written SOP for the program shall be reviewed annually and include items such as:</p> <ul style="list-style-type: none"> <li>• incorporating Florida-Friendly Landscaping and fertilization on all landscape projects;</li> <li>• maintaining an inventory of pesticides, herbicides, and fertilizers;</li> <li>• properly storing products;</li> <li>• eliminating spraying programs with minimal effectiveness;</li> <li>• using non-toxic pesticides where practical;</li> <li>• timing applications for maximum effectiveness by considering growth cycles; and</li> <li>• using efficient chemical management practices such as drift-retardants and applying during appropriate weather conditions.</li> </ul> <p>If the permittee operates one or more golf courses, the courses shall be operated in a manner that is consistent with the <a href="#"><i>Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses</i></a> manual (Florida DEP, 2007, or most current version).</p> <p>Maintain documentation of the procedures.</p>	As Needed

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. a.) <i>Illicit Discharges and Improper Disposal — Inspections, Ordinances, and Enforcement Measures.</i></b>	
<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
<p>Where applicable, strengthen the legal authority to conduct inspections, conduct monitoring, control illicit discharges, illicit connections, illegal dumping and spills into the MS4 and to require compliance with conditions in ordinances, permits, contracts, and orders. This includes the legal authority to take legal action to eliminate illicit discharges or connections.</p> <p>Continue, as necessary, an assessment of the non-stormwater discharges listed under Part II.A.7.a of this permit, as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.</p>	<p>Report amendments, as needed, in the Year 4 ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 7. b.) <i>Illicit Discharges and Improper Disposal — Dry Weather Field Screening.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>***RESERVED***</p> <p>Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, the Department has concluded that more environmental benefits can be achieved through the implementation of a proactive illicit discharge detection program, which is set forth in the remaining sections of Part III.A.7 of this permit.</p>	As Needed

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a proactive inspection program to inspect the MS4 and identify and eliminate sources of illicit discharges, illicit connections, illegal dumping or other sources of non-stormwater to the MS4 (excluding those non-stormwater discharges listed in Part II.7.a).</p> <p>The written SOP for the program shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• a list of priority areas/facilities;</li> <li>• an annual schedule for inspections;</li> <li>• procedures for conducting MS4/facility inspections;</li> <li>• procedures for confirming whether a facility has coverage under the Department's NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity (MSGP, Rule 62-621.300(5), F.A.C.), and notifying the Department's NPDES Stormwater Program if the permittee suspects the facility does not have coverage, if applicable);</li> <li>• procedures for tracing the source of an illicit discharge/connection;</li> <li>• procedures for eliminating the discharge/connection;</li> <li>• procedures for documenting inspections and enforcement activities (including use of a standard form/report with the date and findings of inspection, type of illicit discharge found, type of enforcement taken, date of verification of elimination, and non-permitted MSGP facility referrals);</li> <li>• procedures for enforcement actions or referrals to the appropriate jurisdictional authority (e.g. applicable MS4 operator, DEP, DOH or SFWMD);</li> <li>• identification of the staff / department(s) / entities responsible for performing inspections and enforcement activities; and</li> </ul>	<p>Report on the proactive inspection program, including the number of inspections conducted, the number of illicit activities found, and the number and type of enforcement actions taken or the number of referrals completed in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>	
ACTIVITY	REPORTING REQUIREMENT
<ul style="list-style-type: none"> <li>a description of the resources allocated to implement the plan.</li> </ul> <p>Priority areas shall include the following as applicable to the permittee's jurisdiction:</p> <ul style="list-style-type: none"> <li>watersheds with bacteria TMDLs;</li> <li>areas with older infrastructure;</li> <li>industrial, commercial, or mixed use areas;</li> <li>facilities inspected in conjunction with other programs (e.g., industrial pretreatment inspections, health inspections, fire inspections, etc.);</li> <li>areas with a history of past illicit discharge and/or illegal dumping;</li> <li>areas with on-site sewage disposal systems; and</li> <li>areas upstream of sensitive or impaired water bodies.</li> </ul> <p>If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the permittees covered by the agreement. The plan must include annual inspections in each permittee's jurisdiction.</p>	

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a reactive investigation program to conduct reactive investigations to identify and eliminate the source(s) of illicit discharges, illicit connections or illegal dumping to the MS4 based on reports received from permittee personnel, contractors, citizens, or other entities regarding suspected illicit activity.</p> <p>Based upon the reports received, investigate the suspected illicit activity. Through additional sampling or investigation and systematically tracing the source upstream from the point of initial detection, identify the source of the problem.</p> <p>If an illicit discharge or connection is found, the permittee shall take appropriate action(s) under its illicit discharge program (ordinance or other regulatory mechanism), including enforcement actions where necessary, to correct or eliminate the discharge or connection.</p> <p>If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify the Department's NPDES Stormwater Program and provide the name and address of the facility. The written SOP shall be reviewed annually.</p> <p>Maintain documentation (standard form/report) of the reactive investigations performed, including the date of the initial complaint or observation (from permittee personnel, contractors, citizens, or other entities), source and type of illicit discharge, date of the investigation, findings of the investigation, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.</p>	<p>Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. c.) <i>Illicit Discharges and Improper Disposal — Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i></b>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a training program for the training of all appropriate permittee personnel and contractors employed by or under contract with the permittee (including field crews, fleet maintenance staff, and inspectors) to identify and report conditions in the stormwater system that may indicate the presence of illicit discharges / connections / dumping to the MS4. Instruct personnel and appropriate contractors to be alert for illicit connections and suspicious flows during routine maintenance activities (particularly in areas with high risk facilities). The training shall include an overview of the NPDES stormwater permitting requirements under the Department's MSGP, and the types of facilities covered.</p> <p>The written SOP for the program shall be reviewed annually and include the following:</p> <ul style="list-style-type: none"> <li>• a description of the topics;</li> <li>• a description of the personnel and contractors targeted;</li> <li>• the methods and materials to be used;</li> <li>• identification of staff / department(s) / entities who will perform training;</li> <li>• the method for documenting (in-house and outside) training activities; and</li> <li>• the annual schedule of training for new and current personnel.</li> </ul> <p>A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit.</p> <p>Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.</p>	<p>Report the type of training activities, and the number of permittee personnel and contractors trained in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 7. d.) <i>Illicit Discharges and Improper Disposal — Spill Prevention and Response.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a spill prevention / spill response program with procedures to prevent, contain, and respond to spills that discharge into the MS4. Ensure that spills, regardless of whether they are hazardous, are properly addressed. The written SOP shall be reviewed annually and identify the applicable staff/ entities to be notified of spills, control measures and procedures to minimize or prevent spills, and the method for documenting program activities.</p> <p>Maintain documentation of the spill prevention and response activities.</p>	<p>Report on the spill prevention and response activities, including the number of spills responded to in each ANNUAL REPORT.</p>



<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. d.) <i>Illicit Discharges and Improper Disposal — Spill Prevention and Response.</i></b>	
<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
<p>Implement a training program for the training of all appropriate permittee personnel and contractors employed by or under contract with the permittee (including field crews, firefighters, fleet maintenance staff and inspectors) on proper spill prevention, containment, and response techniques and procedures. The training shall include how to prevent a spill, recognize and quickly assess the nature of a spill, contain a spill, and promptly report hazardous material and chemical spills to the appropriate authority.</p> <p>The written SOP for the program shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• a description of the topics;</li> <li>• a description of the personnel and contractors targeted;</li> <li>• the methods and materials to be used;</li> <li>• identification of the staff / department(s) / entities who will perform the training;</li> <li>• the method for documenting (in-house and outside) training activities; and</li> <li>• the annual schedule of training for new and current personnel.</li> </ul> <p>A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit.</p> <p>Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.</p>	<p>Report the type of training activities, and the number of permittee personnel and contractors trained in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 7. e.) <i>Illicit Discharges and Improper Disposal — Public Reporting.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a public education and outreach program to promote, publicize, and facilitate public reporting of the presence of illicit discharges and improper disposal into the MS4. The permittee shall maintain and publicize a phone line and website for public reporting of suspected illicit discharges and improper disposal. The permittee shall also disseminate information on the problems associated with illicit discharges, illicit connections and improper disposal, how to identify them, and how to report incidents discovered.</p> <p>The written SOP for the program shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• the goals and objectives;</li> <li>• the topics to be addressed;</li> <li>• a description of the target audience(s);</li> <li>• a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen;</li> <li>• the methods for distribution;</li> <li>• the annual schedule for the activities/distribution;</li> <li>• the method for documenting the activities;</li> <li>• identification of the staff / department(s) / entities responsible for performing the outreach activities; and</li> <li>• a description of the resources allocated to implement the program.</li> </ul> <p>If these activities are conducted under a contractual agreement with another MS4 permittee, one SOP may be developed for all the permittees covered by the agreement. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit.</p> <p>Maintain documentation of the type and number of outreach activities conducted, the type and number of materials distributed, and the number of website visits (if applicable).</p>	<p>In each ANNUAL REPORT, report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of website visits (if applicable).</p>

STORMWATER MANAGEMENT PROGRAM: 7. f.) <i>Illicit Discharges and Improper Disposal — Oils, Toxics, and Household Hazardous Waste Control.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a public education and outreach program to encourage the proper use and disposal of used motor vehicle fluids, leftover hazardous household products, and lead acid batteries. Routinely inform the public of the locations of collection facilities, a description of the types of materials accepted and the hours of operation. The program may include an activity such as the stenciling/marking of municipally-owned storm sewer inlets, and providing information through the Internet, utility bill inserts, brochures, flyers, PSAs, presentations, etc.</p> <p>The written SOP for the program shall also include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• the goals and objectives;</li> <li>• the topics to be addressed;</li> <li>• a description of the target audience(s);</li> <li>• a description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen;</li> <li>• the methods for distribution;</li> <li>• the annual schedule for the activities/distribution;</li> <li>• the method for documenting the activities;</li> <li>• identification of the staff / department(s) / entities responsible for performing the outreach activities; and</li> <li>• a description of the resources allocated to implement the program.</li> </ul> <p>If these activities are conducted under a contractual agreement with another MS4 permittee, one SOP may be developed for all the permittees covered by the agreement. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the permit.</p>	<p>In each ANNUAL REPORT, report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of website visits (if applicable).</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. f.) <i>Illicit Discharges and Improper Disposal — Oils, Toxics, and Household Hazardous Waste Control.</i></b>	
<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of website visits (if applicable).	

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>7. g.) <i>Illicit Discharges and Improper Disposal — Limitation of Sanitary Sewer Seepage.</i></b>	
<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
<p>Implement a wastewater contamination program to reduce or eliminate sanitary wastewater contamination into the MS4, including discharges to the MS4 from sanitary sewer overflows (SSOs) and from inflow/infiltration from collection/transmission systems and/or septic tank systems.</p> <p>Example activities to reduce sanitary wastewater contamination include: repair/lining of sanitary sewer; septic systems removed emergency generator added. The permittee should contact the appropriate authorities for accurate reporting information, such as the sanitary sewer system operator who is responsible for investigating and eliminating SSOs and the local health department who is responsible for permitting/overseeing septic tank systems.</p> <p>Advise the appropriate utility owner of a possible violation if constituents common to wastewater contamination are discovered in the permittee's MS4. The written SOP shall be reviewed annually.</p> <p>Maintain documentation of the SSOs and inflow/infiltration incidents addressed.</p>	<p>Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/infiltration, the number of SSOs or inflow/infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction in each ANNUAL REPORT.</p>

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>8. a.) Industrial and High Risk Runoff—Identification of Priorities and Procedures for Inspections.</b>	
ACTIVITY	REPORTING REQUIREMENT
<p>Maintain an up-to-date inventory of all existing high risk facilities discharging into the permittee's MS4. The inventory shall identify the facility outfall to the MS4, the MS4 outfall and receiving surface water body. For the purposes of this permit, high risk facilities include:</p> <ul style="list-style-type: none"> <li>• operating municipal landfills;</li> <li>• hazardous waste treatment, storage, disposal and recovery facilities;</li> <li>• facilities that are subject to EPCRA Title III, Section 313 (Toxics Release Inventory (TRI) maintained by the U.S. EPA); and</li> <li>• any other industrial or commercial discharge that the permittee determines is contributing a substantial pollutant loading to the permittee's MS4. This may include facilities identified through the proactive inspection program as per Part III.A.7.c of the permit, or an MSGP as the permittee deems necessary.</li> </ul>	<p>Report on the high risk facilities inventory, including the type and total number of high risk facilities and the number of facilities newly added each year, in each ANNUAL REPORT.</p>
<p>Implement a high-risk facility program for conducting inspections of high risk facilities to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit discharges / connections / dumping, compliance with local stormwater regulation requirements, and confirm coverage under the Department's MSGP, if applicable).</p> <p>The written SOP for the program shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• procedures for prioritizing the inventoried facilities for inspection;</li> <li>• an inspection schedule (that includes inspecting each facility at least once during the permit cycle);</li> <li>• procedures for conducting the site inspections (including confirming whether a facility has coverage under the MSGP, if applicable);</li> <li>• procedures for addressing illicit discharges to the MS4;</li> </ul>	<p>Report on the high risk facilities inspection program, including the number of inspections conducted, and the number and type of enforcement actions taken, in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff— Identification of Priorities and Procedures for Inspections.</i>	
ACTIVITY	REPORTING REQUIREMENT
<ul style="list-style-type: none"> <li>procedures for documenting the inspections and any enforcement activities (including use of a standard form/report);</li> <li>identification of the staff / department(s) / outside entities responsible for performing the inspections and the enforcement activities;</li> <li>a schedule for training inspectors as per Part III.A.7.c of the permit; and</li> <li>a description of the resources allocated to implement the plan.</li> </ul> <p>If these activities are conducted under a contractual agreement with another permittee, one SOP may be developed for all the permittees covered by the agreement.</p> <p>In the event that the inspection identifies conditions or activities that are in violation of local codes and ordinances, the permittee shall implement the necessary enforcement to prevent the discharge of pollutants to the MS4.</p> <p>If the permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify the Department's NPDES Stormwater Program and provide the name and address of the facility.</p> <p>Maintain documentation of the high risk inspections performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.</p>	

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>8. b.) <i>Industrial and High Risk Runoff—Monitoring for High Risk Industries.</i></b>	
<b>ACTIVITY</b>	<b>REPORTING REQUIREMENT</b>
<p>Sampling of the discharge to the stormwater system may be required on an as-needed basis in the event that inspections of high-risk facilities disclose suspected illicit discharges to the MS4. New high-risk industrial facilities as defined in 40 CFR 122.26(d)(2)(iv)(C) must be evaluated to determine if the new discharge is contributing a substantial pollutant load to the MS4. The evaluation may include site-specific sampling.</p> <p>Maintain documentation of the sampling activities.</p>	<p>Report the number of high risk facilities sampled in each ANNUAL REPORT.</p>



STORMWATER MANAGEMENT PROGRAM: 9. a.) <i>Construction Site Runoff— Site Planning and Non-Structural &amp; Structural Best Management Practices.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a pre-construction site plan review program. The written SOP for the program shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• Implement the local codes or land development regulations that require the use and maintenance of appropriate structural and non-structural erosion, sedimentation and waste controls during construction to reduce the discharge of pollutants to the MS4. Consider innovative structural and non-structural BMPs and new technologies as they evolve for use on permittee projects.</li> <li>• Notify permit applicants of the need to obtain all required stormwater permits including but not limited to, the ERP from the SFWMD or DEP Southeast District Office, and the Department's <i>NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities</i> (CGP; Rule 62-621.300(4), F.A.C.), as applicable.</li> <li>• Confirm that ERP and CGP coverage has been obtained, as applicable, prior to commencement of any land grading, excavation or clearing (local approvals are not contingent upon obtaining these permits).</li> </ul> <p>Maintain documentation of the pre-construction site plan review activity, including notification and confirmation of ERP and CGP coverage.</p>	<p>Report the number of permittee and private pre-construction site plans reviewed and approved for stormwater erosion, sedimentation and waste controls, the number of permit applicants notified of ERP and CGP, and confirmations of coverage in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff—Inspection and Enforcement.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a construction site inspection program for stormwater, erosion and sedimentation inspections of construction sites discharging stormwater to the MS4. The plan shall apply to both permittee-operated and privately-operated construction projects discharging into the permittee's MS4.</p> <p>The written SOP for the program shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• Prioritization and frequency schedule for construction site inspections. The schedule must identify the priorities for selecting sites to be inspected and the site inspection frequencies deemed by the permittee to be appropriate to provide protection from pollutant discharges to the MS4 and surface waters to the MEP.</li> <li>• Inspections shall occur at multiple phases of construction, at all phases determined as necessary and appropriate. At a minimum, inspections shall occur at least once prior to land disturbance to ensure that BMPs have been properly installed, at least once during active construction, and at the conclusion of active construction, unless otherwise justified by the permittee within the written SOP and approved by the Department.</li> <li>• The priority order and inspection frequencies shall be based on the following criteria: <ol style="list-style-type: none"> <li>1. Construction site size. Larger sites (as determined by the permittee) shall be inspected more frequently.</li> <li>2. Water body status. Sites that discharge to impaired waters or sensitive waters shall be inspected more frequently.</li> <li>3. Significance of adverse water quality impacts. Sites that have been determined by the permittee to be a significant threat to water quality shall be inspected more frequently. An evaluation of the site's threat to water quality shall include consideration of factors such as the site's proximity to receiving waters</li> </ol> </li> </ul>	<p>Report on the inspection program for privately-operated and permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken, in each ANNUAL REPORT.</p>

STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff—Inspection and Enforcement.</i>	
ACTIVITY	REPORTING REQUIREMENT
<p>and adjacent wetlands, its slopes, its soil characteristics, its need to be dewatered, history of non-compliance by site operators, and public complaints. This evaluation shall be performed during the pre-construction site plan review as per Part III.A.9.a of this permit.</p> <p>4. Seasonality and rainfall. Sites with construction occurring during the wet season or sites where rains greater than one inch occur shall be inspected more frequently.</p> <p>5. Historical inspection considerations. The permittee may use knowledge gained from past implementation of the construction site inspection program to further establish priorities and inspection frequencies.</p> <p>6. Other criteria as determined by the permittee.</p> <ul style="list-style-type: none"> <li>• The procedures for conducting site inspections (including a construction site inspection checklist), including appropriate stormwater management and water quality inspection items; and confirmation of ERP and CGP coverage.</li> <li>• Procedures for tracking inspections (including use of a summary log) to demonstrate the history of the activities for each site for each reporting year and to verify that the sites are inspected at no less than the minimum frequency as described in the permittee's SOP. <ul style="list-style-type: none"> <li>○ site name and location,</li> <li>○ site operator,</li> <li>○ date of inspection,</li> <li>○ name of inspector,</li> <li>○ summary of the inspection findings, and</li> <li>○ any enforcement actions or referrals.</li> </ul> </li> </ul>	

STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff—Inspection and Enforcement.</i>	
ACTIVITY	REPORTING REQUIREMENT
<ul style="list-style-type: none"><li>Procedures for enforcement (e.g., Stop Work Orders, Notices of Violation, citations, fines) used to ensure compliance with the permittee’s regulatory requirements for construction sites. This shall include procedures to assure that corrective actions are taken where approved erosion and sedimentation control BMPs and permit conditions are not being met; the method used for tracking the date and type of all follow-up enforcement actions taken based on inspection findings; and procedures for referrals to the appropriate jurisdictional authorities (e.g. applicable MS4 operator, DEP, or SFWMD).</li></ul>	

<b>STORMWATER MANAGEMENT PROGRAM:</b> <b>9. c.) Construction Site Runoff— Site Operator Training.</b>	
ACTIVITY	REPORTING REQUIREMENT
<p>Implement a training program for stormwater training/outreach for permittee personnel (and contractors employed by or under contract with the permittee) involved in the site plan review, site operation or inspection of construction site stormwater management, erosion, and sedimentation controls. All permittee inspectors and site operators (and contractors employed by or under contract with the permittee) of construction sites shall be certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training program, or an equivalent program approved by the Department.</p> <p>The written SOP shall include the following and be reviewed annually:</p> <ul style="list-style-type: none"> <li>• a description of the topics;</li> <li>• a description of the personnel and contractors targeted;</li> <li>• the methods and materials to be used;</li> <li>• identification of the staff / department(s) / entities to perform the training;</li> <li>• method for documenting (in-house and outside) training activities; and</li> <li>• annual schedule of training for new and current personnel.</li> </ul> <p>A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the permit.</p> <p>Maintain documentation of the training activities, including the date, type, topic(s) covered, and the names and affiliations of the participants.</p>	<p>Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained and the number of private construction site operators trained by the permittee in each ANNUAL REPORT.</p>

**B. Compliance with Effluent Limitations.**

\*\*\*RESERVED\*\*\*

**PART IV. NUMERIC EFFLUENT LIMITATIONS**

\*\*\*RESERVED\*\*\*

## PART V. MONITORING REQUIREMENTS

### A. Annual Loadings and Event Mean Concentrations.

1. The permittee shall provide estimates of the average annual pollutant loading for the constituents listed in Table V.A.1 for each “major outfall” or “major watershed” within the MS4. The average annual pollutant loading for each major outfall or major watershed shall be estimated using local event mean concentrations (EMCs) derived from storm event monitoring or the State’s EMCs listed in the Department’s [\*NPDES Phase I MS4 Permitting Resource Manual\*](#) (most current version), and shall take into consideration land uses within the drainage areas associated with the outfall or watershed.

<b>TABLE V.A.1 — PARAMETERS</b>
Biochemical Oxygen Demand (BOD <sub>5</sub> ) (mg/L)
Total Copper (mg/L)
Total Nitrogen (as N) (mg/L)
Total Phosphorus (mg/L)
Total Suspended Solids (TSS) (mg/L)
Total Zinc (mg/L)

2. The permittee shall provide a table of average annual pollutant loadings and EMCs. The permittee shall compare the current cycle’s average annual pollutant loadings with those from the previous cycle’s Year 3 ANNUAL REPORT. In addition, the permittee shall specify the source of the data used (local storm event monitoring or state EMCs) and methods or models used for the calculations. The model or method must normalize the average annual pollutant loading estimates to reflect variations in annual rainfall. Based on this comparison of average annual pollutant loadings, the permittee shall indicate whether pollutant loadings are increasing or decreasing for each major outfall or major watershed. Submit average annual pollutant loading information with the Year 3 ANNUAL REPORT.
3. If the total annual pollutant loadings for each parameter in Table. V.A.1 have not decreased since the issuance of the previous MS4 permit, the permittee shall re-evaluate its SWMP and identify and submit revisions to its SWMP, as appropriate, to reduce pollutant loadings, especially to impaired waters in the Year 4 ANNUAL REPORT.

**B. Assessment Program.**

1. *Assessment Program Objective:* The purpose of the assessment program is to provide information for the permittee to determine the overall effectiveness of the SWMP in reducing stormwater pollutant loadings from the MS4. The following elements shall be used to develop the assessment program:
  - a. A water quality monitoring plan intended to identify local sources where urban stormwater is adversely effecting surface water resources.
  - b. Pollutant loadings
  - c. A description of how the data from a. and/or b. above will be used to:
    - (1) evaluate trends in pollutant loadings from the MS4 and in water quality; and
    - (2) identify portions of the MS4 which can be targeted for loading reduction /corrective action with additional pollutant reduction measures.
2. *Assessment Program Requirements:* The permittee, or permittees operating under a collaborative assessment program, shall develop and submit an assessment program to the Department for review and approval within 12 months of permit issuance. Prior to Department approval, the permittee shall continue to implement their previously approved monitoring program. If multiple permittees operate under one collaborative assessment program, the program shall specify which permittees are collaborating on which elements in 1.a. through c. above, within an interlocal agreement. The monitoring plan shall be prepared in accordance with the Department's [Guidance For Preparing Stormwater Monitoring Plans As Required For Phase I Municipal Separate Storm Sewer System \(MS4\) Permits](#) (most current version).
3. *Reporting of Assessment Results:* Each ANNUAL REPORT shall include the following:
  - a. Status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions.
  - b. Brief discussion of the assessment program results to date which includes a summary of the water quality monitoring data and/or stormwater pollutant loading changes from the reporting year.  
NOTE: Results must be specific to the permittee's SWMP.
  - c. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years.  
NOTE: Analysis must be specific to the permittee's SWMP.



4. *Changes to Approved Assessment Program:* Requests for changes to the permittee's approved Assessment Program (Part V.B.2) shall be made to the Department in at any time in writing and shall include the rationale for the requested change.
5. *Submission of the Assessment Program for Reissuance:* The permittee shall submit a copy of the Assessment Program as an attachment to the Year 4 ANNUAL REPORT, including any suggested changes to improve the plan. for Department review and approval. Specifically, the submission of the assessment program shall:
  - a. Based on an analysis of the assessment results, identify any evidence of water quality and/or pollutant loading improvements or degradation over the permit period or a statement indicating that the results are inconclusive; and
  - b. Determine whether the assessment program is providing data that can be used to assess the effectiveness of the SWMP in reducing stormwater pollutant loadings, assess the effectiveness of specific BMPs, and determine where stormwater retrofitting projects should be prioritized for implementation. If not, identify any additional assessment elements needed to assist in the evaluation of the effectiveness of the SWMP, and include any requested changes and the rationale for each change
6. *Monitoring Data and Recordkeeping:* Field testing, sample collection, preservation, laboratory testing, including quality control procedures and all record keeping, shall be maintained for at least five years from the date of sampling or measurement in accordance with Rule 62-160, F.A.C. Ambient monitoring data shall be entered into DEP STORET (or successor) at least annually.
7. *Sample Analysis:* All samples shall be collected and analyzed in accordance with the methods specified at 40 CFR Part 136 and the Department's Quality Assurance requirements as detailed in Rule 62-160, F.A.C.
8. *Sampling Waiver:* In the event a permittee is unable to collect samples due to circumstances beyond the permittee's control, the permittee must submit in lieu of sampling data, a description of why samples could not be collected, including available documentation of the event. Circumstances beyond the control of a permittee may include adverse climatic conditions that may prohibit the collection of samples (i.e., drought) and weather conditions that create dangerous conditions for personnel (i.e., local flooding, high winds, hurricane, tornadoes, electrical storms, etc.) that otherwise make the collection of samples impracticable.

**PART VI. REPORTING REQUIREMENTS****A. Annual Report: Reporting Period and Due Date.**

The permittee shall prepare an ANNUAL REPORT to be submitted by no later than six months following the period covered by the report. The ANNUAL REPORT shall cover the 12-month period beginning on January 1 of each year and must be submitted no later than June 30 of each year. If the permittee has a legal agreement with another permitted MS4 to conduct any permit requirements on its behalf, the permittee shall obtain (and upon request, the other permitted MS4 shall make available) the necessary annual report information from the other permitted MS4.

**B. Annual Report: Content.**

1. The ANNUAL REPORT shall be prepared in accordance with the requirements of Rule 62-624.600, F.A.C.
2. The ANNUAL REPORT shall include a summary of the strengths and limitations for each of the elements in Part III of the permit as set forth in the ANNUAL REPORT form.
3. The ANNUAL REPORT shall include as an attachment the reporting of the assessment program results in accordance with Part V.B.3 of the permit.
4. Where a SWMP activity is being performed by another entity on behalf of a permittee, the permittee remains responsible for reporting on the activities performed by the other entity and maintaining documentation of the activities.

**C. Reapplication: Evaluation of SWMP Effectiveness.**

The permittee shall attach to the YEAR 4 ANNUAL REPORT and reapplication a summary of the SWMP evaluation including the following:

1. An evaluation of the effectiveness of the SWMP in reducing pollutant loading from the MS4, accomplishments in the implementation of MS4 pollutant reduction activities, and the overall effectiveness of SWMP implementation. The permittee should utilize information generated in Part V and Part VIII of the permit in composing their evaluation.
2. Describe whether stormwater pollutant loadings discharged from the MS4 have decreased. Include results and annual loadings from Part V.
3. Recommended SWMP revisions for each of the elements in Part III of the permit as a result of the SWMP evaluation. Based on an analysis of the assessment results, identify any areas or drainage basins within the boundaries of the MS4 that should be targeted for corrective action(s). If applicable, specify what corrective actions should be completed and a timetable for implementation. Corrective action(s)

include but are not limited to retrofits, structural BMPs, and non-structural BMPs (e.g., public education, street sweeping).

**D. Annual Report: Certification and Signature.**

All reports required by the permit and other information requested by the Department shall be signed and certified in accordance with Rule 62-620.305, F.A.C.

**E. Annual Report: Where to Submit.**

Signed copies of the ANNUAL REPORT required by Part VI.A and any other reports or information requested by the Department shall be submitted by email to the MS4 coordinator. Their email address is available online at <http://www.dep.state.fl.us/water/stormwater/npdes/contacts.htm>. If files are too large to email, materials may be placed on the NPDES Stormwater ftp site at: [ftp://ftp.dep.state.fl.us/pub/NPDES\\_Stormwater/](ftp://ftp.dep.state.fl.us/pub/NPDES_Stormwater/). After uploading the ANNUAL REPORT, an email must be sent to the MS4 coordinator notifying them the report is ready for downloading.

If submitted in hard copy, materials shall be submitted to:

Florida Department of Environmental Protection  
NPDES Stormwater Section, Mail Station 3585  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

**F. Additional Notification.**

\*\*\*RESERVED\*\*\*

**PART VII. OTHER SPECIFIC CONDITIONS****A. Revision of Permit Conditions.**

The permit may be revised in accordance with Rule 62-620.325, F.A.C. Modifications to the SWMP do not require revision to the permit and can be authorized pursuant to Part II.G of this permit.

**B. Reopener Clause.**

1. This permit may be reopened and revised for good cause as defined in Rule 62-620.325, F.A.C.
2. The permit may be reopened and revised during the life of the permit to:
  - a. Adjust effluent limitations or monitoring requirements should future adopted total maximum daily load (TMDL), water quality studies, the Department-approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement;
  - b. Address impacts on receiving water quality caused, or contributed to, by discharges from the MS4;
  - c. Address changes in State or Federal statutory or regulatory requirements; or
  - d. Include the addition of a new permittee who is the owner or operator of a portion of the MS4.

**C. Duty to Reapply.**

1. The permittee shall submit an application to renew this permit at least 180 days before the expiration date of this permit, or in the Year 4 ANNUAL REPORT. Reapplication must be in accordance with Rule 62-624.420, F.A.C.
2. A complete application filed in accordance with subsection 1 of this section shall be considered timely and sufficient. When an application for renewal of a permit is timely and sufficient, the existing permit shall not expire until the Department has taken final action on the application for renewal or until the last day for seeking judicial review of the agency order or a later date fixed by order of the reviewing court.
3. The late submittal of a renewal application shall be considered timely and sufficient for the purpose of extending the effectiveness of the expiring permit only if it is submitted and made complete prior to the permit expiration date.

## **PART VIII. STORMWATER DISCHARGE COMPLIANCE AND WATER QUALITY STANDARDS**

### **A. The Maximum Extent Practicable (MEP) Standard.**

The stormwater management program must be designed and implemented to reduce the discharge of pollutants from the permittee's MS4 to surface waters of the State to the MEP. Narrative effluent limitations requiring implementation of best management practices (BMPs) are generally the most appropriate form of effluent limitations when designed to satisfy technology requirements (including reduction of pollutants to the MEP) and to protect water quality. Implementation of BMPs consistent with the provisions of the stormwater management program required pursuant to this permit constitutes compliance with the standard of reducing pollutants to the MEP. The MEP standard is applied to MS4s in recognition of the fact that an operator typically does not have total control over the quality or quantity of stormwater entering its system and ultimately entering waters of the State. Stormwater management programs must be assessed and adjusted by the permittee, as part of an iterative process, to maximize their efficiency and make reasonable further progress toward an ultimate goal of reducing the discharge of pollutants to the extent necessary to protect receiving waters.

### **B. Requirements for Total Maximum Daily Loads (TMDLs).**

For the purposes of Part VIII.B., the term "TMDL" shall mean either a DEP-adopted TMDL or an EPA-established TMDL within a water body that is verified impaired by DEP for the pollutant of concern using the processes defined in the Impaired Waters Rule (62-303, F.A.C.). The term "MS4 discharge" shall mean direct discharge, or indirect discharge through an interconnected MS4. "Point of interconnection" shall mean the point at which the MS4 of one permittee discharges into the MS4 of another permittee whose MS4 discharges to the TMDL water body. This situation is termed an "indirect discharge" to a TMDL water body. Additional guidance and information about direct and indirect discharges are included in the Department's [\*NPDES Phase I MS4 Permitting Resource Manual\*](#) (most current version).

The requirements of this section apply only to the permittee's MS4 discharges to receiving waters with TMDLs and associated allocations. It is the intent of this section to ensure that pollutant discharges for those pollutants listed in the TMDL are reduced to the MEP through the implementation of the permittee's SWMP. Adequate progress toward addressing TMDL wasteload allocations (WLAs) will be demonstrated through the implementation of structural and nonstructural best management practices and other program activities that are targeted at TMDL-related pollutants within watersheds that discharge to a water body with a TMDL.

The requirements in this section apply to all of the TMDLs that have been adopted or established as of the effective date of this permit.

DEP Adopted TMDLs are listed in Chapter 62-304, F.A.C. at: <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-304> and in the

TMDL Tracker Application at:

<http://webapps.dep.state.fl.us/DearTmdl/welcomehz.do>.

EPA-established TMDLs can be found at:

[http://iaspub.epa.gov/apex/waters/f?p=ASKWATERS:V\\_WO\\_APPROVED\\_TMDLS:0:::P4\\_OWNER:ATTAINS](http://iaspub.epa.gov/apex/waters/f?p=ASKWATERS:V_WO_APPROVED_TMDLS:0:::P4_OWNER:ATTAINS) and

<http://archive.epa.gov/pesticides/region4/water/tmdl/web/html/index-2.html>.

**1. For water bodies within an adopted DEP TMDL and Basin Management Action Plan (BMAP).**

**a. BMAP Adopted:**

In accordance with Section 403.067, F.S., NPDES permits must be consistent with the requirements of adopted TMDLs. Therefore, when a Basin Management Action Plan (BMAP) and/or an implementation plan for a TMDL for a water body into which the permitted MS4 discharges the pollutant of concern is adopted pursuant to Section 403.067(7), F.S., the MS4 operator must comply with the adopted provisions of the BMAP and/or implementation plan that specify activities to be undertaken by the permittee during the permit cycle.

**b. BMAP in Development and Scheduled to be Adopted Within Two Years of the Effective Date of the Permit:**

If a BMAP is being developed by DEP and watershed stakeholders, including the permittee, for a water body with an adopted TMDL and the BMAP is scheduled to be adopted within two years of the effective date of the permit, the permittee shall not be required to undertake the activities in Part VIII.B.2 or 3 below. The permittee shall continue to participate in the BMAP process and shall comply with the adopted provisions of the BMAP that specify activities to be undertaken by the permittee during the permit cycle.

If the permittee discharges to a water body with an adopted TMDL for which a BMAP has been adopted or is scheduled to be adopted within two years of the effective date of the permit, the permittee shall include the water body in the list of TMDLs in the TMDL Prioritization Plan pursuant to Part VIII.B.2.a; however, this water body does not need to be included in the final prioritized list of TMDLs. If the permittee only discharges to a water body with a BMAP, or to a water body where a BMAP is scheduled for adoption within two years of effective date of the permit, their TMDL Prioritization Plan shall consist of a letter informing DEP of their participation in the BMAP.

**2. For water bodies with a TMDL and without a BMAP.**

- a. TMDL Prioritization Plan (Due within six months of the effective date of the permit):

The permittee shall develop a list of TMDL water bodies into which its MS4 discharges. If the permittee(s) discharges into only one TMDL water body, the permittee(s) shall prioritize that water body. If the permittee(s) discharges into more than one TMDL water body, the permittee shall develop a list of factors to rank these water bodies. The permittee shall prioritize the water body(ies) that will be addressed within the permit cycle and include a schedule for completing the remaining tasks set forth in Parts VIII.B.2.b through VIII.B.3.a for the prioritized water body(ies) within the current permit cycle. The permittee shall prepare a final report that includes the list of ranked water bodies that the MS4 discharges into and factors used, the prioritized TMDL water body(ies), and the associated schedule for completing the remaining tasks for those TMDL water body(ies) that will be addressed within the current permit cycle. The plan shall be submitted to DEP within six months of the effective date of the permit for review and approval.

Steps b. through d. below shall be applied to the TMDL(s) selected by the permittee for implementation during the current permit cycle (excluding bacteria TMDLs, which are addressed in Part VIII.B.3 below).

- b. TMDL Outfall Prioritization Plan (Due within twelve months of the effective date of the permit):

The permittee shall develop an Outfall Prioritization Plan for the TMDL(s) water body selected by the permittee in Part VIII.B.2.a for implementation during the current permit cycle. The permittee shall determine, collect, and assess any additional information that is needed to identify either a MS4 stormwater outfall or point of interconnection that will be used to determine progress towards addressing the pollutant load reductions established in the MS4 wasteload allocation of the TMDL. This outfall or point of interconnection shall be referred to as the "load assessment discharge point." The permittee shall select the load assessment discharge point using the factors listed below.

- (1) Estimated annual loading of the pollutant(s) of concern into the prioritized waterbody using water quality or sediment monitoring results; or
- (2) Estimated annual loadings for the pollutants(s) of concern discharged into the prioritized water body using EMCs and rainfall data. The permittee that discharge indirectly, calculate the loads at the point of interconnection; or

(3) Planned stormwater retrofitting projects.

NOTE: If the permittee has only one outfall or point of interconnection to the TMDL water body, the permittee shall use that point as their load assessment discharge point, and will be exempt from steps (1) through (3) above.

The Outfall Prioritization Plan shall be submitted to DEP within twelve months of the effective date of this permit.

c. TMDL Monitoring (Years 2 and 3):

The purpose of this monitoring is to provide baseline pollutant loads for the load assessment point. There are two options for monitoring listed below.

1. Conduct storm event monitoring to obtain flow-weighted composite samples from the load assessment discharge point identified in the Outfall Prioritization Plan. A minimum of seven storm events will be monitored at the load assessment discharge point; or
2. Develop a Targeted Water Quality Monitoring Plan for the TMDL waterbody to obtain current estimates of stormwater annual loadings, identify the major sources of the pollutant of concern that are discharging into the waterbody, and evaluate water body health changes over time. The plan shall include monitoring at the prioritized outfall and within receiving waters and shall include biological and sediment monitoring if appropriate to the pollutant of concern. The plan shall provide a description of the monitoring locations, methods of monitoring at each location, monitoring frequency, and a narrative detailing the monitoring plan's ability to evaluate changes in stormwater pollutant loadings and water body health over time. The permittee shall submit the Targeted Monitoring Plan to DEP within twelve months of the effective date of the permit.



The outfall monitoring data shall be normalized to average annual rainfall to allow calculation of the average annual stormwater pollutant loading for the parameter(s) analyzed. A final report summarizing the monitoring program's results, including rainfall normalized annual stormwater pollutant loadings, shall be submitted to DEP in the Year 3 ANNUAL REPORT. The normalized annual stormwater loadings measured at the load assessment discharge point shall be used along with other relevant data, such as load reduction data from BMPs that have been implemented in the MS4 drainage basins discharging to the TMDL water body, to evaluate progress over time towards addressing the MS4 wasteload allocation in the TMDL water body through the implementation of the Supplemental SWMP required in Part VIII.B.2.d. below.

- d. Supplemental SWMP ( Year 4 ANNUAL REPORT and permit reapplication package):

The permittee shall develop a Supplemental SWMP for reducing stormwater pollutant loads within the MS4 drainage basins discharging to the TMDL water body. Each Supplemental SWMP shall include structural and nonstructural BMPs, as needed, and other program activities to increase the reduction of stormwater pollutant loads of the pollutant(s) of concern to the MEP, and a schedule for their implementation. The Supplemental SWMP shall include, but not be limited to, the following:

- (1) Modifications to the existing SWMP to implement additional structural and nonstructural BMPs and program activities in MS4 drainage basins that discharge to the TMDL water body. A table shall be included that lists the BMPs and program activities to be implemented, a schedule for their implementation, and projected load reductions associated with the implementation of each BMP or activity.
- (2) A specific strategy for implementing periodic monitoring in the manner and method as done in Part VIII.B.2.c to document progress in addressing the TMDL, along with BMP effectiveness monitoring; or ambient water chemistry, biological, or sediment monitoring, as appropriate; together with other evaluation techniques to enable the permittee to evaluate the effectiveness of the Supplemental SWMP in reducing TMDL pollutant loads to the MEP.

**3. Discharging into Waters with a Bacteria TMDL that does not have a BMAP.**

If the permittee has prioritized a bacteria TMDL in Part VIII.B.2.a, the permittee shall develop a Bacterial Pollution Control Plan (BPCP) to identify the sources and activities to reduce bacteria loadings from the MS4 to the MEP. and submit with the Year 3 ANNUAL REPORT. To develop the plan, the

permittee shall use the assessment tools and methodology within the Department's current bacteria guidance:

[http://www.dep.state.fl.us/water/watersheds/docs/fcg\\_toolkit.pdf](http://www.dep.state.fl.us/water/watersheds/docs/fcg_toolkit.pdf)

(Florida DEP, 2011, or most current version).

The BPCP shall include the following elements:

- (1) Identification of potential sources of bacteria discharged from the MS4.
- (2) Bacteria source tracking including monitoring to better identify sources of bacteria in the MS4 and to prioritize activities to reduce bacteria loadings.
- (3) Implementation of a pet waste management ordinance or program.
- (4) Implementation of an education program directed at reducing bacterial pollution.
- (5) Identification of additional structural or nonstructural BMPs or activities to reduce bacteria loadings discharged from the MS4 to the MEP. A table shall be included that lists the BMPs and other activities to be implemented, a schedule for their implementation, and estimated load reductions of each BMP or activity.

**4. Status of Part VIII.B.2 and 3 (Each ANNUAL REPORT):**

Each ANNUAL REPORT shall include a table summarizing the status of the TMDL process. The report also shall include a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.

**5. Collaboration with Other MS4 Permittees and Pollution Sources within the Drainage Basin:**

The permittee is encouraged to collaborate with each other and other entities that have TMDL-assigned Wasteload Allocations or Load Allocations within the drainage basin of a TMDL water body to complete the tasks outlined in Part VIII.B.2 through 3 above. The Department recognizes that TMDLs are best implemented on a watershed-wide basis and that no single entity is responsible for developing and implementing a TMDL implementation plan or for addressing the load reductions specified in an adopted TMDL. Additionally, the Florida Watershed Restoration Act requires the equitable allocation of allowable loads and required load reductions among all sources that are causing or contributing to the water body impairment.

**PART IX. GENERAL CONDITIONS**

These general conditions apply to all permits subject to Rule 62-620, F.A.C. except as noted. These conditions are primarily designed for wastewater facilities and may or may not be appropriate for MS4 stormwater discharges. Consult with the Department on the applicability of specific provisions.

- (1) The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. [62-620.610(1), F.A.C.]
- (2) This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. [62-620.610(2), F.A.C.]
- (3) As provided in Subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringements of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. [62-620.610(3), F.A.C.]
- (4) This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-620.610(4), F.A.C.]
- (5) This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5), F.A.C.]
- (6) If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. [62-620.610(6), F.A.C.]
- (7) *[General Condition 62-620.610(7), F.A.C. is excepted by 62-624.310, F.A.C.]*

- (8) This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8), F.A.C.]
- (9) The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
- (a) Enter upon the permittee premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - (b) Have access to and copy any records that shall be kept under the conditions of this permit;
  - (c) Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - (d) Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules. [62-620.610(9), F.A.C.]
- (10) In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, Florida Statutes, or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10), F.A.C.]
- (11) When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11), F.A.C.]
- (12) *[General Condition 62-620.610(12), F.A.C. is excepted by 62-624.310, F.A.C.]*
- (13) The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fees in accordance with Rule 62-4.052, F.A.C. [62-620.610(13), F.A.C.]
- (14) This permit is transferable only upon Department approval in accordance with Rule 62-620.610(14), F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14), F.A.C.]

- (15) *[Not Applicable] [62-620.610(15), F.A.C.]*
- (16) *[General Condition 62-620.610(16), F.A.C. is excepted by 62-624.310, F.A.C.]*
- (17) *[General Condition 62-620.610(17), F.A.C. is excepted by 62-624.310, F.A.C.]*
- (18) Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246, Chapter 62-160 and 62-601, F.A.C. and 40 CFR 136, as appropriate.
- (a) *[Not Applicable]*
- (b) If the permittee monitors any contaminate more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR [ANNUAL REPORT].
- (c) Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
- (d) Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified through the Department of Health Environmental Laboratory Certification Program. Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit.  
*[Not Applicable]*
- (e) Field activities including on-site test and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- (f) Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220 and 62-160.330, F.A.C.  
*[62-620.610(18), F.A.C.]*
- (19) Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19), F.A.C.]*
- (20) The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- (a) *[Not Applicable]*
- (b) Oral reports as required by this subsection shall be provided as follows:
1. *[Not Applicable]*
  2. Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1. above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.

- (c) If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report. [62-620.610(20), F.A.C.]
- (21) *[Not Applicable]* [62-620.610(21), F.A.C.]
- (22) *[General Condition 62-620.610(22), F.A.C. is excepted by 62-624.310, F.A.C.]*
- (23) *[General Condition 62-620.610(23), F.A.C. is excepted by 62-624.310, F.A.C.]*

**PART X. DEFINITIONS**

Where terms are used in this permit, definitions found in Rule 62-620.200, F.A.C. and Rule 62-624.200, F.A.C. shall apply. Other definitions used in this permit are provided below:

- A. “Best management practices (BMPs)” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, residuals, industrial sludge or waste disposal, or drainage from raw material storage. [62-620.200(3), F.A.C.]
- B. “Major facility” means any NPDES facility or activity classified as such by EPA with the concurrence of the Department. [62-620.200(23), F.A.C.]
- C. “Major municipal separate storm sewer outfall” or “major outfall” means a municipal separate storm sewer outfall that discharges from a single pipe with an inside diameter of 36 inches or more or its equivalent (discharge from a single conveyance other than circular pipe which is associated with a drainage area of more than 50 acres); or for municipal separate storm sewers that receive stormwater from lands zoned for industrial activity (based on comprehensive zoning plans or the equivalent), an outfall that discharges from a single pipe with an inside diameter of 12 inches or more or from its equivalent (discharge from other than a circular pipe associated with a drainage area of 2 acres or more). [62-624.200(5), F.A.C.]
- D. “Major watershed” is defined as an area bounded peripherally by a water parting (i.e., ridge) and draining to a particular water course or body of water. A major watershed shall encompass a named major water course or may consist of a coastal area draining directly into a bay. A major watershed must contain at least one major outfall.
- E. “Municipal separate storm sewer” or MS4 means a conveyance or system of conveyances like roads with stormwater systems, municipal streets, catch basins, curbs, gutters, ditches, constructed channels, or storm drains:
  - 1. Owned or operated by a State, city, town, county, special district, association, or other public body (created by or pursuant to State Law) having jurisdiction over management and discharge of stormwater and which discharges to surface waters of the state;
  - 2. Designed or used for collecting or conveying stormwater;
  - 3. Which is not a combined sewer; and
  - 4. Which is not part of a Publicly Owned Treatment Works (POTW). POTW means any device or system used in the treatment of municipal sewage or industrial wastes of a liquid nature which is owned by a “State” or “municipality.” This definition includes sewers, pipes, or other conveyances only if they convey wastewater to a POTW providing treatment. [62-624.200(8), F.A.C.]
- F. “Outfall” means a point source at the location where a municipal separate storm sewer discharges to water of the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels or other conveyances which connect

segments of the same stream or other waters of the state and are used to convey waters of the state. [62-624.200(9), F.A.C.]

- G. "Permittee" means the owner, operator or other entity to which a permit for a wastewater facility or activity is issued by the Department. The term "permittee" shall be functionally synonymous with the terms "owner," "contractor," and "licensee," but shall not include licensed individuals, such as State certified operators, unless they are the persons to whom a facility permit is issued by the Department. The term shall extend to a permit "applicant" for purposes of this chapter. [62-620.200(35), F.A.C.]
- H. "Point source" is defined as any discernible, confined, and discrete conveyance, such as any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, or landfill leachate collection system from which pollutants are or may be discharged. [62-624.200(9), F.A.C.]
- I. "Stormwater" means stormwater runoff, surface runoff and drainage. [62-624.200(12), F.A.C.]
- J. "Stormwater Associated with Industrial Activity" is as defined in 40 CFR 122.26(b)(14).
- K. "Storm sewer" for the purposes of this permit unless otherwise indicated, refers to an MS4.

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



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Borja Crane-Amores  
Environmental Administrator  
NPDES Stormwater Program  
Division of Water Resource Management



**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic

circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### **1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### **1.11 SCRUTINIZED COMPANIES**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

#### **1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

### **Part II DEFINITIONS/ORDER OF PRECEDENCE:**

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### **PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or

employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
[http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid

specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in

accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

**5.22 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: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME****RELATIONSHIPS**

-







**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**CONTRACT PAYMENT METHOD BY P-CARD**

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☐ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1)

Business Name

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (2)

Business Name

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
- (3)

Business Name

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
- (4)

Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (5)

Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
- (6)

Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY:

AUTHORIZED  
COMPANY  
PERSON:

NAME

SIGNATURE

DATE

**BID/PROPOSAL CERTIFICATION**

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City:  State:  Zip:

Telephone No.  FAX No.  Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE ☐ WBE ☐

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSINC you must also click the "Take Exception" button.**

5

6

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date:

Title



City of Fort Lauderdale • Procurement Services Division  
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301  
954-828-5933 Fax 954-828-5576  
[www.fortlauderdale.gov/purchasing](http://www.fortlauderdale.gov/purchasing)

**ADDENDUM NO. 1**

RFP/ ITB No. 973-11905

TITLE: Stormwater Infrastructure Cleaning and Maintenance

ISSUED: 03/15/17

This addendum is being issued to make the following change:

Item Response Form – The following line item has been added to the Invitation to Bid:

“Item                Disposal of contaminated liquids

Quantity           99,000 Gallons

Unit Price        1 / Gallon

Delivery Location City of Fort Lauderdale  
No Location Specified

Description

Price per gallon for contaminated liquids that cannot be decanted. Price must be a pass-through cost to the city.”

All other terms, conditions, and specifications remain unchanged.

Hendry Lopez  
Procurement Specialist II

Company Name: \_\_\_\_\_  
(Please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Question and Answers for Bid #973-11905 - Stormwater Infrastructure Cleaning and Maintenance

### Overall Bid Questions

#### Question 1

Section 2.7 of the ITB talks about dewatering. The last sentence of line 3 states: Decanting liquids back into the stormwater system is prohibited."

Unless the city knows for a fact the liquid is contaminated, this is not a standard practice by anyone in the state.

All bidders will need clarification on this, since it will almost be impossible to do the work with the restriction.

Take into consideration a vactor jet truck will fill it's debris body with liquids in less than 20 minutes. Decanting back into the storm system is a requirement and is what City staff currently does with their equipment.

(Submitted: Feb 27, 2017 3:24:34 PM EST)

#### Answer

- All sediment removed from the system shall be disposed according to current erosion and sediment control regulations. Clear and unpolluted liquids can be decanted and discharged back into the storm system.

Unpolluted liquids are defined as any water that may be discharged under NPDES regulations into waters of the State without having to be authorized by a NPDES permit and which will not cause any violations of State or Federal water quality standards. Decanted water that does not meet the standards of unpolluted water should be pumped and hauled to an acceptable wastewater disposal facility or treated by an effective filtration method to meet the criteria of unpolluted water. (Answered: Mar 2, 2017 8:32:36 AM EST)

#### Question 2

What happened to the Progresso Village Cleaning bid from October 2016, bid No 663-11819, Project Q14988? If it was opened can we be supplied the bid tabulations? (Submitted: Feb 27, 2017 3:32:52 PM EST)

#### Answer

- All bids were rejected for solicitation 663-11819. You may obtain the bid tabulation from BidSync, it is made public on the opening date of the solicitation. (Answered: Mar 2, 2017 8:32:36 AM EST)

#### Question 3

The maps of the quadrants show 48, 54, and 72" lines, yet they are not mentioned in the lengths. The bid simply states 15,416' of pipe is of unknown diameter. There is a huge difference between cleaning 12" or 72" pipe. Can these unknown diameters be provided, or can the pricing be broken down to the individual diameters? Otherwise the bidders would be forced to price worst case scenario. (Submitted: Feb 27, 2017 3:37:09 PM EST)

#### Answer

- Please refer to the map keys at the bottom of the Exhibits B,C,D and E for the counts and linear feet of the stormwater infrastructure (Answered: Mar 2, 2017 8:32:36 AM EST)

#### Question 4

The bid describes the hourly CCTV inspection to solely be done when the City has cleaned their own areas and the contractor would come in to cctv inspect those lines. Is this the case or will we also use this item to cctv the lines which are cleaned by the contractor?

If that is the case, will every line be cctv'd or will it be on an as needed basis? (Submitted: Feb 27, 2017 3:39:49 PM EST)

#### Answer

- The City is looking to have a contractor provide CCTV activities in varying scenarios. While the City may ask a contractor to perform CCTV on a cleaned -line or area, it may also request CCTV as proactive inspections of trouble areas, suspected areas of issue or as part of its routine inspection schedule.

-No- the City is looking for CCTV inspections on an as needed basis to supplement its own CCTV equipment and staff. (Answered: Mar 2, 2017 8:32:36 AM EST)

#### Question 5

Under the cctv inspection hourly rate, in the cases where the pipes are underwater, will the city be plugging

the lines and dewatering the system, or is that the responsibility of the cctv contractor?

Where will that water be dewatered to, if no decanting is allowed back into the drainage system? (Submitted: Feb 27, 2017 3:42:47 PM EST)

**Answer**

- The Contractor will be responsible for all activities related to performing CCTV inspections including plugging lines, dewatering, etc.

- Please see response to Question 1. (Answered: Mar 2, 2017 8:32:35 AM EST)

**Question 6**

Is Bid #973-11905 a rewrite of Bid #663-11819? (Submitted: Mar 3, 2017 12:12:44 PM EST)

**Answer**

- No, it is not. The new bid has been revised. (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 7**

The line items "Disposal of Debris" and "Traffic Control" were included in Bid #663-11819. They have been removed from Bid #973-11905. Why have they been removed? (Submitted: Mar 3, 2017 12:16:10 PM EST)

**Answer**

- The bid was revised to make it simple and understandable. (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 8**

In section 2.6, Scope of Service, Progresso Village Project, it is written "city staff has identified that the stormwater infrastructure system within Progresso Village is not operating to design due to an accumulation of debris, silt and other material." Please provide a copy of the report that documents the evaluation and findings in Progress Village, by quadrant, so that we may consider the volumes of material anticipated to be removed from the stormwater system in order to tabulate a lump sum price offering per quadrant? (Submitted: Mar 3, 2017 12:33:14 PM EST)

**Answer**

- The City does not create formal reports based on the observations from field inspectors. Generally, volumes in this area are such that the stormwater system remains functional but requires the removal of an accumulation of debris, silts and other materials. The City would estimate that the percentage of debris is 25%-35% of capacity. (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 9**

In Section 2.6 Scope of Service, Progresso Village Project, it is written, "the city is seeking a Contractor to perform cleaning and maintenance of the stormwater system." Please define fully what is meant by cleaning and maintenance, including what services are expected from the Contractor for this lump sum pricing?

(Submitted: Mar 3, 2017 12:36:19 PM EST)

**Answer**

- Please refer to the scope of service Section 2.4 and 2.5. (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 10**

In Section 2.7 Dewatering and Disposal, it is written "sediment, waste materials and liquids collected in the stormwater system often contain petroleum, heavy metals and organic matter." Does the City anticipate these type of pollutants in the Progresso Village stormwater system? (Submitted: Mar 3, 2017 12:42:39 PM EST)

**Answer**

- Yes. Based on initial visual inspections and cleaning attempts by our city crews that sediments containing petroleum, organic matter and heavy metals should be anticipated during the cleaning of the Progresso Village Project. (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 11**

In Section 2.7 Dewatering and Disposal, it is written, "The dewatering process shall be in compliance with National Pollutant Discharge Elimination System (NPDES) MS4 Permit for the City of Fort Lauderdale." Please provide a copy of this Permit for our review. (Submitted: Mar 3, 2017 12:44:48 PM EST)

**Answer**

- Please see attachment titled "Fort Lauderdale Sewer System Permit". (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 12**



In reviewing Answers to Questions #1 and #5, we are unclear on how a Contractor will be able to determine if liquids are "unpolluted." How does the City currently test waters ahead of decanting to affirm that the discharge is within legal limits? (Submitted: Mar 3, 2017 1:12:21 PM EST)

**Answer**

- The city currently performs a visual inspection for clarity. (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 13**

In order to maintain compliance with the City of Fort Lauderdale NPDES Permit, ensure the proper disposal of liquids that are not "clear and unpolluted", and to properly compensate a Contractor to perform this additional work, please add the following line items, to both the Progresso Village projects and any additional projects:

- collect liquid sample and have evaluated at an approved lab to determine if the liquid can be returned by decanting into the NPDES permitted stormwater system of the City of Fort Lauderdale. Price to be a reimbursement of sampling and testing fee by lab, with proof of receipt.
- disposal of liquid that does not meet the guideline of "clear", as opposed to decanting back into the stormwater system. Price per gallon.
- disposal of liquid that does not meet the guideline of "unpolluted", as opposed to decanting back into the stormwater system (non-hazardous). Price per gallon.
- disposal of liquid that does not meet the guideline of "unpolluted", as opposed to decanting back into the stormwater system (hazardous). Price per gallon. (Submitted: Mar 3, 2017 1:24:05 PM EST)

**Answer**

- The city staff has reviewed the recommendation, and a new line item has been added. Please see Addendum No 1. (Answered: Mar 15, 2017 6:07:36 PM EDT)

**Question 14**

You are requesting prices based on the size pipe, but not percentage of blockage, so with out inspection prior to pricing the contractor has no way to base pricing and the quantity of pipe to be cleaned over the contract period? (Submitted: Mar 4, 2017 8:35:56 PM EST)

**Answer**

- It will be up to the contractor to estimate a cost based on the requirements of on this ITB. (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 15**

Why has the disposal line item been eliminated from the last bid? (Submitted: Mar 4, 2017 8:36:33 PM EST)

**Answer**

- To simplified the ITB. (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 16**

Is the City currently cleaning storm pipe on a scheduled basis and does it plan to do this so a contractor can keep equipment busy and not try to stock equipment when work is requested on an "as needed basis"?

(Submitted: Mar 4, 2017 8:39:09 PM EST)

**Answer**

- The City currently performs cleaning, inspection and maintenance of its stormwater infrastructure. (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 17**

Is there an estimated budget? (Submitted: Mar 8, 2017 9:00:14 AM EST)

**Answer**

- The budget will be based on the results from the ITB. (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 18**

Is there a sign in sheet available from the pre-bid meeting? (Submitted: Mar 8, 2017 12:14:55 PM EST)

**Answer**

- Yes, please see attachment titled "Pre-Bid Meeting Sign in Sheet". (Answered: Mar 10, 2017 1:19:31 PM EST)

**Question 19**

Working throughout the state for the past 20 years I've never seen a spec where the water is not allowed to be decanted back into the system, unless it is known for certain there is a contamination problem. Having personally done work in Fort Lauderdale in the past, and having seen how city forces do storm drain cleaning,

water is always decanted into the storm drain.

Leaving the spec as is will cause the reputable competitors to be forced to submit a very overpriced bid to meet the spec, while some bidders will ignore the spec and price as a normal cleaning contract. We urge you to revise the spec, or make certain the spec will be followed by the low bidder. **(Submitted: Mar 9, 2017 1:55:26 PM EST)**

**Answer**

- Additional Line item has been added for the disposal of Contaminated liquids.

See questions 1 and 10 for more information on decanting water back into the drains. Contaminated liquids cannot be decanted. **(Answered: Mar 16, 2017 4:38:16 PM EDT)**

## 973-11905--01-15 - Disposal Of Contaminated Liquids

### Question 1

On the new line item, Disposal, it states "Price per gallon for contaminated liquids that cannot be decanted. Price must be a pass-through cost to the city. This is an estimated amount." What is meant by pass-through?

**(Submitted: Mar 16, 2017 10:02:17 AM EDT)**

**Answer**

- The fees must be based on what the contractor would pay, no additional charges should be added. **(Answered: Mar 16, 2017 4:38:16 PM EDT)**

### Question 2

On the new line item, Disposal, it states "Price per gallon for contaminated liquids that cannot be decanted. Price must be a pass-through cost to the city. This is an estimated amount." Is this liquid that cannot be decanted different from liquids contaminated with oils, fuels and potentially hazardous waste? **(Submitted: Mar 16, 2017 10:03:15 AM EDT)**

**Answer**

- This is for liquids that cannot be decanted because they are contaminated with hazardous materials. **(Answered: Mar 16, 2017 4:38:16 PM EDT)**

### Question 3

On the new line item, Disposal, it states "Price per gallon for contaminated liquids that cannot be decanted. Price must be a pass-through cost to the city. This is an estimated amount." Today is the deadline for questions, but there will likely be follow up questions to this new Disposal category, based on the responses provided by the City. Will a vendor be allowed to ask follow up questions, and/or will the bid opening be delayed, with deadline for questions be moved forward due to the late date of this new addendum? **(Submitted: Mar 16, 2017 10:05:15 AM EDT)**

**Answer**

- Deadlines remain unchanged. **(Answered: Mar 16, 2017 4:38:16 PM EDT)**