

**AGREEMENT FOR
STORMWATER INFRASTRUCTURE CLEANING AND MAINTENANCE**

THIS AGREEMENT, made this ____ day of _____ 2021, is by and between the **City of Fort Lauderdale, a Florida municipality** (“City” or “Parties”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **Drainage Partners LLC, a Florida limited liability company**, (“Contractor,” “Company” or, collectively “Parties”), whose address and phone number are **285 NW 199th Street, Suite 201, Miami Gardens, Florida 33169, Phone: 954-928-7252, Email: Mchlbon Temps8@gmail.com.**

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) **Invitation to Bid No. 12520-813, Stormwater Infrastructure Cleaning and Maintenance Services, including any and all addenda, prepared by the City of Fort Lauderdale (“ITB” or “Exhibit A”).**
- (2) The Contractor’s response to the ITB, dated August 12, 2021 (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated _____, 2021, and any attachments
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on **November 16, 2021 and shall end on November 15, 2023. The City reserves the right to extend the contract for two additional two-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 the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract

Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false

or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or

acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees,

and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2021), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance,

by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. 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 City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an

amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2021), as may be amended or revised.

U. Jurisdiction, Venue, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. 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:

1. 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;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. 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
4. 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 (2) 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.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. 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 (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.

BB. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2021), 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 the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, 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 the Agreement, 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 the Agreement, 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.

CC. Non-Discrimination

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida (“Section 2-187”).
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or

revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this Section DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: _____

Approved as to form:
ALAIN E. BOILEAU, CITY ATTORNEY

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

DRAINAGE PARTNERS LLC

Signature

By: _____
Edwardo Rojas, Manager

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by **Edwardo Rojas** as **Manager** for **Drainage Partners LLC**, a **Florida limited liability company**.

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

Solicitation 12520-813

Stormwater Infrastructure Cleaning and Maintenance Services

Bid Designation: Public



City of Fort Lauderdale

Bid 12520-813

Stormwater Infrastructure Cleaning and Maintenance Services

Bid Number **12520-813**
 Bid Title **Stormwater Infrastructure Cleaning and Maintenance Services**

Bid Start Date **Jun 30, 2021 12:00:51 PM EDT**
 Bid End Date **Aug 12, 2021 2:00:00 PM EDT**
 Question & Answer End Date **Jul 22, 2021 5:00:00 PM EDT**

Bid Contact **Laurie D Platkin, CPPB**
Senior Procurement Specialist
Finance - Procurement Division
954-828-5138
lplatkin@fortlauderdale.gov

Contract Duration **2 years**
 Contract Renewal **See Specifications**
 Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide labor, equipment, materials, transportation and disposal for the cleaning, inspection and maintenance of multiple City-owned catch basins, storm drainage piping, manholes, outfalls, drainage ditches, drainage wells, junction boxes, as well as scheduled and unscheduled (emergency) stormwater infrastructure cleaning for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).**
Added on Jul 1, 2021:
Addendum 1

1) Replaced Reference Sheet

All other terms, conditions, and specifications remain unchanged.
Added on Jul 14, 2021:
Addendum 2

This addendum is being issued to make the following change(s):

1) Quantities and or descriptions have changed for all line items except 6, and 33-38.

- 1: From 50 to 33 each – Estimate: 33 Locations**
- 2: From 1050 to 700 linear foot – Estimate: 700 LF**
- 3: From 1000 to 667 linear foot – Estimate: 667 LF**
- 4: From 300 to 200 linear foot – Estimate: 200 LF**
- 5: From 250 to 167 linear foot – Estimate: 167 LF**
- 7: From 500 to 400 linear foot – Estimate: 400 LF**
- 8: From 300 to 200 linear foot – Estimate: 200 LF**
- 9: From 250 to 200 linear foot – Estimate: 200 LF**
- 10: From 400 to 250 linear foot – Estimate: 250 LF**
- 11: From 300 to 200 linear foot – Estimate: 200 LF**
- 12: From 200 to 133 linear foot – Estimate: 133 LF**
- 13: From 200 to 100 linear foot – Estimate: 100 LF**
- 14: From 425 to 300 linear foot – Estimate: 300 LF**

15: From 250 to 167 linear foot – Description now reads:

Cleaning & Disposal of Hazardous or Toxic Waste from Cast Iron Pipe (CIP) - Less than or Equal to 24-inch Pipe Diameter

Cast Iron Pipe Cleaning...less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 167 LF.

16: From 200 to 133 linear foot – Description now reads:

Cleaning & Disposal of Hazardous or Toxic Waste from Cast Iron Pipe (CIP) - Less than or Equal to 24-inch Pipe Diameter

CIP Cleaning, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 133 LF.

17: From 250 to 167 linear foot – Description now reads:

Special Cleaning & Disposal of Hazardous or Toxic Waste from Corrugated Metal Pipe (CMP), Less than or Equal to 24-inch Pipe Diameter

CMP Cleaning, less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 167 LF.

18: From 200 to 133 linear foot – Description now reads:

Special Cleaning & Disposal of Hazardous or Toxic Waste from Corrugated Metal Pipe (CMP), Less than or Equal to 24-inch Pipe Diameter

CMP Cleaning, greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 133 LF.

19: From 250 to 167 linear foot – Description now reads:

Special Cleaning & Disposal of Hazardous or Toxic Waste from Reinforced Concrete Pipe (RCP), Less than or Equal to 24-inch Pipe Diameter

RCP Cleaning, Less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 167 LF.

20: From 200 to 130 linear foot – Description now reads:

Special Cleaning & Disposal of Hazardous or Toxic Waste from Reinforced Concrete Pipe (RCP), Greater than 24-inch Pipe Diameter

RCP Cleaning, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 130 LF.

21: From 250 to 167 linear foot – Description now reads:

Cleaning & Disposal of Hazardous or Toxic Waste from High Density Polyethylene Pipe (HDPE), Less than or equal to 24-inch Pipe Diameter

HDPE, less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 167 LF.

22: From 200 to 133 linear foot – Description now reads:

Cleaning & Disposal of Hazardous or Toxic Waste from High Density Polyethylene Pipe (HDPE), Greater than 24-inch Pipe Diameter

HDPE, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 133 LF.

23: Quantities unchanged. Description now reads:

Cleaning & Disposal of Hazardous or Toxic Waste from Catch Basins, Inlets, Manholes, Pollution Control Devices and other Storm Structures

Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 25.

- 24: From 6 to 4 each – Estimate: 4
- 25: From 500 to 333 linear foot – Estimate: 333 LF
- 26: From 25 to 17 each – Estimate: 17
- 27: From 18 to 6 each – Estimate: 6
- 28: From 200 to 133 linear foot – Estimate: 133 LF
- 29: From 300 to 200 linear foot – Estimate: 200 LF
- 30: From 300 to 200 linear foot – Estimate: 200 LF
- 31: From 115 to 77 each – Estimate: 77
- 32: From 500 to 333 linear foot – Estimate: 333 LF

2) Changes made throughout Section III.

Proposers are to replace Section III in the solicitation with the revised Section III in this addendum.

3) Current contract 973-11905 pricing being provided per question 19.

4) The last day for questions has been changed from July 20, 2021, to July 22, 2021.

5) The opening date has been changed from July 29, 2021, to August 12, 2021.

All other terms, conditions, and specifications remain unchanged.

Added on Jul 19, 2021:

Addendum 3

Line Item 12520-813--01-27 - Stormwater Cleaning and Maintenance : By-Pass Pumping - Updated Description

Description: By-Pass Pumping

By-pass piping and pumping between manholes or other locations where work is being done. Work includes placing plugs in each affected manhole or outfall and any other item required to provide a complete functioning by - pass system. By-pass pumping can be assumed for smaller or equal than 24" plugs. TECHNICAL SPECIFICATION PART III, FDOT SECTION 02410. Estimate: 18.

All other terms, conditions, and specifications remain unchanged.

Item Response Form

Item	12520-813--01-01 - Stormwater Cleaning and Maintenance : Mobilization, Demobilization and Maintenance of Traffic (MOT)
Quantity	33 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 33

Description

Mobilization, Demobilization and Maintenance of Traffic (MOT)

This item is for mobilization and demobilization of equipment, manpower, including base cost and other fixed costs, insurance, bonds, and preparation of maintenance of traffic (MOT) plans (including routing and placement). This item includes staging of equipment in roadways and/or waterways as applicable to each task order. MOT plans shall be prepared by a certified American Traffic Safety Services Association (ATSSA) certified technician. Payment for this item will be for each task order that includes work within 1 mile of the task order location. Estimate: 50 locations.

Added on Jul 14, 2021:

Mobilization, Demobilization and Maintenance of Traffic (MOT)

This item is for mobilization and demobilization of equipment, manpower, including base cost and other fixed costs, insurance, bonds, and

preparation of maintenance of traffic (MOT) plans (including routing and placement). This item includes staging of equipment in roadways and/or waterways as applicable to each task order. MOT plans shall be prepared by a certified American Traffic Safety Services Association (ATSSA) certified technician. Payment for this item will be for each task order that includes work within 1 mile of the task order location. Estimate: 33 locations.

Item	12520-813--01-02 - Stormwater Cleaning and Maintenance : Closed Circuit TV Inspection (CCTV) and Pipe Assessment (6-12 inch in Dia.)
Quantity	700 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 700

Description**Closed Circuit TV Inspection (CCTV) and Pipe Assessment (6 inch to 12 inch in Diameter)**

6 inch to 12 inch in diameter or maximum equivalent dimension (i.e. elliptical). Cost for preliminary TV inspection based upon actual quantity of linear feet of stormwater pipe inspected via closed circuit television, in GraniteNet Software CUES, Inc electronic format, as measured in the field and based on National Association of Sewer Service Companies Pipeline Assessment & Certification Program (NASSCO PACP) guidelines. Unit price, per linear foot, shall constitute full compensation for the preliminary TV inspection and pipe assessment to include all Work and including a written report of the pipe condition based on NASSCO. Estimate: 750 LF.

Added on Jul 14, 2021:**onClosed Circuit TV Inspection (CCTV) and Pipe Assessment (6 inch to 12 inch in Diameter)**

6 inch to 12 inch in diameter or maximum equivalent dimension (i.e. elliptical). Cost for preliminary TV inspection based upon actual quantity of linear feet of stormwater pipe inspected via closed circuit television, in GraniteNet Software CUES, Inc electronic format, as measured in the field and based on National Association of Sewer Service Companies Pipeline Assessment & Certification Program (NASSCO PACP) guidelines. Unit price, per linear foot, shall constitute full compensation for the preliminary TV inspection and pipe assessment to include all Work and including a written report of the pipe condition based on NASSCO. Estimate: 700 LF.

Item	12520-813--01-03 - Stormwater Cleaning and Maintenance : Closed Circuit TV Inspection (CCTV) and Pipe Assessment (15-18 inch in Dia.)
Quantity	667 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 667

Description**Closed Circuit TV Inspection (CCTV) and Pipe Assessment (15 inch to 18 inch in Diameter)**

15 inch to 18 inch or maximum equivalent dimension. Cost for preliminary TV inspection based upon actual quantity of linear feet of stormwater pipe inspected via closed circuit television, in GraniteNet Software CUES, Inc electronic format, as measured in the field and based on National Association of Sewer Service Companies Pipeline Assessment & Certification Program (NASSCO PACP) guidelines. Unit price, per linear foot, shall constitute full compensation for the preliminary TV inspection and pipe assessment to include all Work and including a written report of the pipe condition based on NASSCO. Estimate: 750 LF.

Added on Jul 14, 2021:**Closed Circuit TV Inspection (CCTV) and Pipe Assessment (15 inch to 18 inch in Diameter)**

15 inch to 18 inch or maximum equivalent dimension. Cost for preliminary TV inspection based upon actual quantity of linear feet of stormwater pipe inspected via closed circuit television, in GraniteNet Software CUES, Inc electronic format, as measured in the field and based on National Association of Sewer Service Companies Pipeline Assessment & Certification Program (NASSCO PACP) guidelines. Unit price, per linear foot, shall constitute full compensation for the preliminary TV inspection and pipe assessment to include all Work and including a written report of the pipe condition based on NASSCO. Estimate: 667 LF.

Item	12520-813--01-04 - Stormwater Cleaning and Maintenance : Closed Circuit TV Inspection (CCTV) and Pipe
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Assessment (24-36 inch in Dia.)Quantity **200 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 200**Description****Closed Circuit TV Inspection (CCTV) and Pipe Assessment (24 inch to 36 inch in Diameter)**

24 inch to 36 inch or maximum equivalent dimension. Cost for preliminary TV inspection based upon actual quantity of linear feet of stormwater pipe inspected via closed circuit television, in GraniteNet Software CUES, Inc electronic format, as measured in the field and based on National Association of Sewer Service Companies Pipeline Assessment & Certification Program (NASSCO PACP) guidelines. Unit price, per linear foot, shall constitute full compensation for the preliminary TV inspection and pipe assessment to include all Work and including a written report of the pipe condition based on NASSCO. Estimate: 300 LF.

Added on Jul 14, 2021:**Closed Circuit TV Inspection (CCTV) and Pipe Assessment (24 inch to 36 inch in Diameter)**

24 inch to 36 inch or maximum equivalent dimension. Cost for preliminary TV inspection based upon actual quantity of linear feet of stormwater pipe inspected via closed circuit television, in GraniteNet Software CUES, Inc electronic format, as measured in the field and based on National Association of Sewer Service Companies Pipeline Assessment & Certification Program (NASSCO PACP) guidelines. Unit price, per linear foot, shall constitute full compensation for the preliminary TV inspection and pipe assessment to include all Work and including a written report of the pipe condition based on NASSCO. Estimate: 200 LF.

Item **12520-813--01-05 - Stormwater Cleaning and Maintenance : Closed Circuit TV Inspection (CCTV) and Pipe Assessment (42-72 inch in Dia.)**
Quantity **167 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 167**Description****Closed Circuit TV Inspection (CCTV) and Pipe Assessment (42 inch to 72 inch in Pipe Diameter)**

42 inch to 72 inch or maximum equivalent dimension. Cost for preliminary TV inspection based upon actual quantity of linear feet of stormwater pipe inspected via closed circuit television, in GraniteNet Software CUES, Inc electronic format, as measured in the field and based on National Association of Sewer Service Companies Pipeline Assessment & Certification Program (NASSCO PACP) guidelines. Unit price, per linear foot, shall constitute full compensation for the preliminary TV inspection and pipe assessment to include all Work and including a written report of the pipe condition based on NASSCO. Estimate: 250 LF.

Added on Jul 14, 2021:**Closed Circuit TV Inspection (CCTV) and Pipe Assessment (42 inch to 72 inch in Pipe Diameter)**

42 inch to 72 inch or maximum equivalent dimension. Cost for preliminary TV inspection based upon actual quantity of linear feet of stormwater pipe inspected via closed circuit television, in GraniteNet Software CUES, Inc electronic format, as measured in the field and based on National Association of Sewer Service Companies Pipeline Assessment & Certification Program (NASSCO PACP) guidelines. Unit price, per linear foot, shall constitute full compensation for the preliminary TV inspection and pipe assessment to include all Work and including a written report of the pipe condition based on NASSCO. Estimate: 167 LF.

Item **12520-813--01-06 - Stormwater Cleaning and Maintenance : Pipe Cleaning (Up to 12 inch in diameter)**
Quantity **500 linear foot**Unit Price Delivery Location **City of Fort Lauderdale**[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 500**Description****Pipe Cleaning (Up to 12 inch in Diameter)**

Up to 12 inch in diameter or maximum equivalent dimension. Cost for cleaning stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and as measured in the field per section 3.0.7 of the general specifications. Estimate: 500 LF.

Item	12520-813--01-07 - Stormwater Cleaning and Maintenance : Pipe Cleaning (15 inch to 18 inch in diameter)
Quantity	400 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 400

Description**Pipe Cleaning (15 inch to 18 inch in Diameter)**

15 inch to 18 inch in diameter or maximum equivalent dimension. Cost for cleaning stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 500 LF.

Added on Jul 14, 2021:**Pipe Cleaning (15 inch to 18 inch in Diameter)**

15 inch to 18 inch in diameter or maximum equivalent dimension. Cost for cleaning stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 400 LF.

Item	12520-813--01-08 - Stormwater Cleaning and Maintenance : Pipe Cleaning (24 inch to 36 inch in diameter)
Quantity	200 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 200

Description**Pipe Cleaning (24 inch to 36 inch in Diameter)**

24 inch to 36 inch in diameter or maximum equivalent dimension. Cost for cleaning stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 300 LF.

Added on Jul 14, 2021:**Pipe Cleaning (24 inch to 36 inch in Diameter)**

24 inch to 36 inch in diameter or maximum equivalent dimension. Cost for cleaning stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 200 LF.

Item	12520-813--01-09 - Stormwater Cleaning and Maintenance : Pipe Cleaning (Over 36 inch in diameter)
Quantity	200 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications

Fort Lauderdale FL 33301

Qty 200**Description****Pipe Cleaning (Over 36 inch in Diameter)**

Over 36 inch in diameter or maximum equivalent dimension. Cost for cleaning stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 250 LF.

Added on Jul 14, 2021:**Pipe Cleaning (Over 36 inch in Diameter)**

Over 36 inch in diameter or maximum equivalent dimension. Cost for cleaning stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 200 LF.

Item	12520-813--01-10 - Stormwater Cleaning and Maintenance : Mechanical Tuberculation Removal (Up to 12 inch in diameter)
Quantity	250 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 250

Description**Mechanical Tuberculation Removal (Up to 12 inch in Diameter)**

Up to 12 inch in diameter or maximum equivalent dimension. Cost for tuberculation cleaning of stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 400 LF.

Added on Jul 14, 2021:**Mechanical Tuberculation Removal (Up to 12 inch in Diameter)**

Up to 12 inch in diameter or maximum equivalent dimension. Cost for tuberculation cleaning of stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 250 LF.

Item	12520-813--01-11 - Stormwater Cleaning and Maintenance : Mechanical Tuberculation Removal (15 to 18 inch in diameter)
Quantity	200 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 200

Description**Mechanical Tuberculation Removal (15 to 18 inch in Diameter)**

15 to 18 inch in diameter or maximum equivalent dimension. Cost for tuberculation cleaning of stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 300 LF.

Added on Jul 14, 2021:**Mechanical Tuberculation Removal (15 to 18 inch in Diameter)**

15 to 18 inch in diameter or maximum equivalent dimension. Cost for tuberculation cleaning of stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 200 LF.

Item	12520-813--01-12 - Stormwater Cleaning and Maintenance : Mechanical Tuberculation Removal (24 to 36
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	inch in diameter)
Quantity	133 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 133

Description**Mechanical Tuberculation Removal (24 to 36 inch in Diameter)**

24 to 36 inch in diameter or maximum equivalent dimension. Cost for tuberculation cleaning of stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 200 LF.

Added on Jul 14, 2021:

Mechanical Tuberculation Removal (24 to 36 inch in Diameter)

24 to 36 inch in diameter or maximum equivalent dimension. Cost for tuberculation cleaning of stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 133 LF.

Item	12520-813--01-13 - Stormwater Cleaning and Maintenance : Mechanical Tuberculation Removal (Over 36 inch in diameter)
Quantity	100 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 100

Description**Mechanical Tuberculation Removal (Over 36 inch in Diameter)**

Over 36 inch in diameter or maximum equivalent dimension. Cost for tuberculation cleaning of stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 200 LF.

Added on Jul 14, 2021:

Mechanical Tuberculation Removal (Over 36 inch in Diameter)

Over 36 inch in diameter or maximum equivalent dimension. Cost for tuberculation cleaning of stormwater pipe based upon actual quantity of linear feet, jetted, vacuumed or other approved method based on NASSCO PACP guideline and measured in the field per section 3.0.7 of the general specifications. Estimate: 100 LF.

Item	12520-813--01-14 - Stormwater Cleaning and Maintenance : Cleaning of Catch Basins, Inlets, Manholes, Pollution Control Devices...
Quantity	300 each
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 300

Description**Cleaning of Catch Basins, Inlets, Manholes, Pollution Control Devices, and Other Storm Structures)**

Contractors shall provide cleaning and maintenance of catch basins, storm lines, manholes, outfalls and junction boxes as described in specifications. Unit price for cleaning of stormwater structures includes all labor, materials, equipment and services necessary to pressure washing, jetting, and/or vacuuming of debris found in various drainage structures, walls, bottoms or tops, cleaning and dust removal, testing, inspection, and/or any related appurtenances, including proper disposal of used water per environmental regulations, and re - installation of any

drainage appurtenance, baffles or other devices found in the existing storm structure, to existing or better condition per section 3.0.6 of the general specifications. Estimate: 425.

Added on Jul 14, 2021:

Cleaning of Catch Basins, Inlets, Manholes, Pollution Control Devices, and Other Storm Structures)

Contractors shall provide cleaning and maintenance of catch basins, storm lines, manholes, outfalls and junction boxes as described in specifications. Unit price for cleaning of stormwater structures includes all labor, materials, equipment and services necessary to pressure washing, jetting, and/or vacuuming of debris found in various drainage structures, walls, bottoms or tops, cleaning and dust removal, testing, inspection, and/or any related appurtenances, including proper disposal of used water per environmental regulations, and re - installation of any drainage appurtenance, baffles or other devices found in the existing storm structure, to existing or better condition per section 3.0.6 of the general specifications. Estimate: 300.

Item	12520-813--01-15 - Stormwater Cleaning and Maintenance : Cleaning & Disposal of Hazardous or Toxic Waste from Cast Iron Pipe </=24"
Quantity	167 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 167

Description

Cleaning & Disposal of Hazardous or Toxic Waste from Cast Iron Pipe (CIP) - Less than or Equal to 24-inch Pipe Diameter

Cast Iron Pipe Cleaning...less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 250 LF.

Added on Jul 14, 2021:

Cleaning & Disposal of Hazardous or Toxic Waste from Cast Iron Pipe (CIP) - Less than or Equal to 24-inch Pipe Diameter

Cast Iron Pipe Cleaning...less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 167 LF.

Item	12520-813--01-16 - Stormwater Cleaning and Maintenance : Cleaning & Disposal of Hazardous or Toxic Waste from Cast Iron Pipe, >24"
Quantity	133 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 133

Description

Cleaning & disposal of Hazardous or Toxic Waste from Cast Iron Pipe (CIP), Greater than 24-inch Pipe Diameter

CIP Cleaning, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 200 LF.

Added on Jul 14, 2021:

Cleaning & Disposal of Hazardous or Toxic Waste from Cast Iron Pipe (CIP) - Less than or Equal to 24-inch Pipe Diameter

CIP Cleaning, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 133 LF.

Item	12520-813--01-17 - Stormwater Cleaning and Maintenance : Special Cleaning & Disposal of Hazardous or Toxic Waste from CMP </=24"
Quantity	167 linear foot

Unit Price

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 167**Description****Special Cleaning & Disposal of Hazardous or Toxic Waste from Corrugated Metal Pipe (CMP), Less than or Equal to 24-inch Pipe Diameter**

CMP Cleaning, less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 250 LF.

Added on Jul 14, 2021:**Special Cleaning & Disposal of Hazardous or Toxic Waste from Corrugated Metal Pipe (CMP), Less than or Equal to 24-inch Pipe Diameter**

CMP Cleaning, less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 167 LF.

Item	12520-813--01-18 - Stormwater Cleaning and Maintenance : Special Cleaning & Disposal of Hazardous or Toxic Waste from CMP, >24"
Quantity	133 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 133

Description**Special Cleaning & Disposal of Hazardous or Toxic Waste from Corrugated Metal Pipe (CMP), Greater than 24-inch Pipe Diameter**

CMP Cleaning, greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 200 LF.

Added on Jul 14, 2021:**Special Cleaning & Disposal of Hazardous or Toxic Waste from Corrugated Metal Pipe (CMP), Less than or Equal to 24-inch Pipe Diameter**

CMP Cleaning, greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 133 LF.

Item	12520-813--01-19 - Stormwater Cleaning and Maintenance : Special Cleaning & Disposal of Hazardous or Toxic Waste from RCP, </=24"
Quantity	167 linear foot
Unit Price	
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 167

Description**Special Cleaning & Disposal of Hazardous or Toxic Waste from Reinforced Concrete Pipe (RCP), Less than or Equal to 24-inch Pipe Diameter**

RCP Cleaning, Less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with applicable Florida and Federal hazardous materials compliance

regulations as requested or approved by City. Estimate: 250 LF.

Added on Jul 14, 2021:

Special Cleaning & Disposal of Hazardous or Toxic Waste from Reinforced Concrete Pipe (RCP), Less than or Equal to 24-inch Pipe Diameter

RCP Cleaning, Less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 167 LF.

Item	12520-813--01-20 - Stormwater Cleaning and Maintenance : Special Cleaning & Disposal of Hazardous or Toxic Waste from RCP, >24"
Quantity	130 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 130

Description

Special Cleaning & disposal of Hazardous or Toxic Waste from Reinforced Concrete Pipe (RCP), Greater than 24-inch Pipe Diameter

RCP Cleaning, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate: 200 LF.

Added on Jul 14, 2021:

Special Cleaning & Disposal of Hazardous or Toxic Waste from Reinforced Concrete Pipe (RCP), Greater than 24-inch Pipe Diameter

RCP Cleaning, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 130 LF.

Item	12520-813--01-21 - Stormwater Cleaning and Maintenance : Cleaning & Disposal of Hazardous or Toxic Waste from HDPE, </= 24"
Quantity	167 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale
	See ITB Specifications
	See ITB Specifications
	Fort Lauderdale FL 33301
	Qty 167

Description

Cleaning & Disposal of Hazardous or Toxic Waste from High Density Polyethylene Pipe (HDPE), Less than or equal to 24 inch Pipe Diameter

HDPE, less than or equal to 24 inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate: 250 LF.

Added on Jul 14, 2021:

Cleaning & Disposal of Hazardous or Toxic Waste from High Density Polyethylene Pipe (HDPE), Less than or equal to 24-inch Pipe Diameter

HDPE, less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 167 LF.

Item	12520-813--01-22 - Stormwater Cleaning and Maintenance : Cleaning & Disposal of Hazardous or Toxic Waste from HDPE, >24"
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Quantity **133 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 133

Description

Cleaning & Disposal of Hazardous or Toxic Waste from High Density Polyethylene Pipe (HDPE), Greater than 24-inch Pipe Diameter
 HDPE, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate: 200 LF.

Added on Jul 14, 2021:

Cleaning & Disposal of Hazardous or Toxic Waste from High Density Polyethylene Pipe (HDPE), Greater than 24-inch Pipe Diameter
 HDPE, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 133 LF.

Item **12520-813--01-23 - Stormwater Cleaning and Maintenance : Cleaning & Disposal of Hazardous or Toxic Waste from Catch Basins, Inlets, ...**

Quantity **25 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 25

Description

Cleaning & Disposal of Hazardous or Toxic Waste from Catch Basins, Inlets, Manholes, Pollution Control Devices and other Storm Structures

Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any drainage structure as in accordance with applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate: 25..

Added on Jul 14, 2021:

Cleaning & Disposal of Hazardous or Toxic Waste from Catch Basins, Inlets, Manholes, Pollution Control Devices and other Storm Structures

Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with general specification 3.0.9, technical specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate 25.

Item **12520-813--01-24 - Stormwater Cleaning and Maintenance : Cleaning of Drainage Wells**

Quantity **6 each**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 6

Description

Cleaning of Drainage Wells

Unit price for cleaning of stormwater wells of an average pipe casing depth of 175 LF (100LF solid casing and 75 LF slotted) and well vaults, including all labor, materials, equipment and services necessary to pressure washing, jetting, vacuuming of debris found in various drainage

wells, testing, inspection, proper disposal of used water per environmental regulations, and re-installation of any drainage appurtenances found in the existing storm well to existing or better condition. Estimate: 6.

Item **12520-813--01-25 - Stormwater Cleaning and Maintenance : Root Removal (For All Pipe Sizes)**

Quantity **500 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 500

Description

Root Removal (For All Pipe Sizes)

Cost for root removal based upon the actual quantity of linear feet of pipe segments where roots are removed as measured in the field at the unit price per linear foot and shall constitute full compensation for root removal to include all Work. TECHNICAL SPECIFICATION PART IV, FDOT SECTION 02660. Estimate: 500 LF.

Item **12520-813--01-26 - Stormwater Cleaning and Maintenance : Dewatering Using Dewatering Pumps**

Quantity **25 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 25

Description

Dewatering Using Dewatering Pumps

Furnish all material, labor, and equipment required for performing complete dewatering operations including all permitting required. TECHNICAL SPECIFICATION PART II, FDOT SECTION 02240. Estimate: 25.

Item **12520-813--01-27 - Stormwater Cleaning and Maintenance : By-Pass Pumping**

Quantity **18 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 18

Description

By-Pass Pumping

By-pass piping and pumping between manholes or other locations where work is being done. Work includes placing plugs in each affected manhole or outfall and any other item required to provide a complete functioning by - pass system. TECHNICAL SPECIFICATION PART III, FDOT SECTION 02410. Estimate: 18.

Added on Jul 19, 2021:

By-pass piping and pumping between manholes or other locations where work is being done. Work includes placing plugs in each affected manhole or outfall and any other item required to provide a complete functioning by - pass system. **By-pass pumping can be assumed for smaller or equal than 24" plugs.** TECHNICAL SPECIFICATION PART III, FDOT SECTION 02410. Estimate: 18.

Item **12520-813--01-28 - Stormwater Cleaning and Maintenance : Synthetic Bales**

Quantity **200 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 200

Description

Synthetic Bales

Furnish and install synthetic bales for erosion control during construction. TECHNICAL SPECIFICATION PART V, FDOT SECTION 104. Estimate: 200 LF.

Item **12520-813--01-29 - Stormwater Cleaning and Maintenance : Sediment Barrier**

Quantity **300 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 300

Description

Sediment Barrier

Furnish and install sediment barriers for erosion control during construction. TECHNICAL SPECIFICATION PART V, FDOT SECTION 104. Estimate: 300 LF.

Item **12520-813--01-30 - Stormwater Cleaning and Maintenance : Staked Silt Fence**

Quantity **300 linear foot**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 300

Description

Staked Silt Fence

Furnish and install stacked silt fence for erosion control during construction. TECHNICAL SPECIFICATION PART V, FDOT SECTION 104. Estimate: 300 LF.

Item **12520-813--01-31 - Stormwater Cleaning and Maintenance : Rock Bags**

Quantity **115 each**

Unit Price

Delivery Location **City of Fort Lauderdale**

[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 115

Description

Rock Bags

Furnish and install rock bags for controlling siltation at curb & gutter inlets. Bags are to be 12-inch x 12-inch x 4-inch. TECHNICAL SPECIFICATION PART V, FDOT SECTION 104. Estimate: 115.

Item	12520-813--01-32 - Stormwater Cleaning and Maintenance : Floating Silt Barrier/Turbidity Barrier
Quantity	500 linear foot
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 500

Description**Floating Silt Barrier/Turbidity Barrier**

Furnish and install a floating silt barrier for erosion control during construction. Includes maintenance, relocation and removal. TECHNICAL SPECIFICATION PART V, FDOT SECTION 104. Estimate: 500 LF.

Item	12520-813--01-33 - Stormwater Cleaning and Maintenance : Allowance for Stormwater Incidental Work - \$50,000
Quantity	1 lump sum
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description**Allowance for Stormwater Incidental Work - \$50,000**

Estimated bid amount for incidental work determined by unforeseen conditions whereby point repair is required and approved by the City Project Manager with no mark-ups and supported with pre-approved proposal from contractor to City Project Manager.

ALL BIDDERS WILL ENTER \$50,000 Lump Sum

Item	12520-813--01-34 - Stormwater Cleaning and Maintenance : Scheduled Pumping Evening Rate
Quantity	1 hourly rate
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description**Scheduled Pumping Evening Rate**

Contractor to pump and transport stormwater/wastewater in order to minimize overflows. Bidders must provide a basic hourly rate per truck for hauling to and dumping at a designated City facility. The hourly rate must include cost for equipment and labor. No basis for past experience. The City estimates that its annual usage may be 50 hours. No additional fees will be paid by the City.

Item	12520-813--01-35 - Stormwater Cleaning and Maintenance : Scheduled Pumping Weekend/Holiday Rate
Quantity	1 hourly rate
Unit Price	<input type="text"/>

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description****Scheduled Pumping Weekend/Holiday Rate**

Weekend Rate (Saturday 7:00am to Monday 6:59am) Holiday (12:00am to 11:59pm) Scheduled- At least 24 hours' notice. Contractor to pump and transport stormwater/wastewater in order to minimize overflows. Bidders must provide a basic hourly rate per truck for hauling to and dumping at a designated City facility. The hourly rate must include cost for equipment and labor. No basis for past experience. The City estimates that its annual usage may be 50 hours. No additional fees will be paid by the City.

Item **12520-813--01-36 - Stormwater Cleaning and Maintenance : Emergency/Unscheduled Pumping Day Rate**
Quantity **1 hourly rate**

Unit Price

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description****Emergency/Unscheduled Pumping Day Rate**

Unscheduled (At least 1-hour notice). Day Rate (7am to 6pm). Contractor to pump and transport stormwater/wastewater in order to minimize overflows. Bidders must provide a basic hourly rate per truck for hauling to and dumping at a designated City facility. The hourly rate must include cost for equipment and labor. No basis for past experience. The City estimates that its annual usage may be 50 hours. No additional fees will be paid by the City.

Item **12520-813--01-37 - Stormwater Cleaning and Maintenance : Emergency/Unscheduled Pumping Evening Rate**
Quantity **1 hourly rate**

Unit Price

Delivery Location

City of Fort Lauderdale[See ITB Specifications](#)

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description****Emergency/Unscheduled Pumping Evening Rate**

Unscheduled (At least 1-hour notice). Evening Rate (6:01pm to 6:59am). Contractor to pump and transport stormwater/wastewater in order to minimize overflows. Bidders must provide a basic hourly rate per truck for hauling to and dumping at a designated City facility. must include cost for equipment and labor. No basis for past experience. The City estimates that its annual usage may be 50 hours. No additional fees will be paid by the City.

Item **12520-813--01-38 - Stormwater Cleaning and Maintenance : Emergency/Unscheduled Pumping Weekend/Holiday Rate**
Quantity **1 hourly rate**

Unit Price

Delivery Location

City of Fort Lauderdale

See ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1

Description

Emergency/Unscheduled Pumping Weekend/Holiday Rate

Unscheduled (At least 1-hour notice) Weekend Rate (Saturday 6:59am to Monday 6:59am) Holiday (12:00am to 11:59pm). Contractor to pump and transport stormwater/wastewater in order to minimize overflows. Bidders must provide a basic hourly rate per truck for hauling to and dumping at a designated City facility. The hourly rate must include cost for equipment and labor. No basis for past experience. The City estimates that its annual usage may be 50 hours. No additional fees will be paid by the City.

City of Fort Lauderdale
Stormwater Infrastructure Cleaning and Maintenance Services
ITB # 12520-813

SECTION I – INTRODUCTION AND INFORMATION**1.1 Purpose**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide labor, equipment, materials, transportation and disposal for the cleaning, inspection and maintenance of multiple City-owned catch basins, storm drainage piping, manholes, outfalls, drainage ditches, drainage wells, junction boxes, as well as scheduled and unscheduled (emergency) stormwater infrastructure cleaning for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist, Laurie Platkin, via email at lplatkin@fortlauderdale.gov or phone at (954) 828-5138. 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. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. 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). Bidders 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 Bidder 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.

1.4 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. 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 Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

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

2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Cost page. Failure to use the City's Cost page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

All pricing must include delivery and installation and be quoted FOB: Destination.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. 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.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (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.

2.8 Related Expenses/Travel Expenses

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

2.9 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 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. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

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

2.12.2 The City reserves the right to delete any portion of the work 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 and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder 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 Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Bidder 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.

2.14 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:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 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-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 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/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer 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:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) 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 proposer 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.

2.19.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

2.19.5 Definitions

- a. The term "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, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "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, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "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, staffed with full-time employees within the limits of Broward County.

- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a proposer must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-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.

2.20.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:

<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.20.5 Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any 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 follow the protest procedure as found in the city's procurement ordinance 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/departments/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: [https://library.municode.com/fl/fort lauderdale/codes/code of ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR](https://library.municode.com/fl/fort%20lauderdale/codes/code%20of%20ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Sub-Contractors

2.23.1 If the Contractor proposes to use sub-contractors 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 sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractor's non-performance and all of Contractor's sub-contractors' 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 sub-contractors for payment for work performed for the City.

2.23.3 Contractor shall require all of its sub-contractors to provide the required insurance 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.

2.24 Bid Security – N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, 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 certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

- 2.26.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

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

2.26.12 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.

2.26.13 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.27 Award of Contract

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.

2.28 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.

2.29 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.

2.30 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:

2.30.1 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;

2.30.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.30.3 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

2.30.4 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 (2) 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.

2.31 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, 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.

2.32 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.

2.33 Approved Equal or Alternative Product Bids

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.

2.34 Contract Period

The initial contract term shall commence upon date of award by the City or October 1, 2021, whichever is later, and shall expire two (2) years from that date. The City reserves the right to extend the contract for two (2), additional two-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 180 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.

2.35 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

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 year 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 ninety (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.

2.36 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).

2.37 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.

2.38 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 contract extension.

2.39 Substitution of Personnel – N/A

2.40 Ownership of Work

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

2.41 Condition of Trade-In Equipment – N/A

2.42 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.43 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Proposer's response to this ITB.

2.44 Service Organization Controls – N/A

2.45 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.

2.46 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.

2.47 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process 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.

2.48 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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records 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 (2017), 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.

2.49 PCI (Payment Card Industry) Compliance - N/A

2.50 Liquidated Damages

Upon failure of the Contractor to complete the Work of an executed Task Order within the agreed upon and approved time for said Task Order, the Contractor shall pay to the City the sum of **Five Hundred/ Dollars (\$500.00)** for each and every calendar day that the completion of the Task Order is delayed beyond the time agreed upon for said Task Order, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each Task Order for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later.

Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

END OF SECTION

SECTION III – GENERAL AND TECHNICAL SPECIFICATIONS/SCOPE OF WORK

PART I

3.0 GENERAL SPECIFICATIONS

The City of Fort Lauderdale is responsible for the maintenance of all stormwater infrastructure. This includes 183 miles (968,880 linear feet) of stormwater piping, 1151 manholes, 1038 stormwater outfalls, 8848 catch basins, 335 junction boxes and 6 drainage wells. Proper maintenance of the stormwater system is essential to reduce the level and frequency of flooding. This contract will 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 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, outfalls, drainage ditches, drainage wells, and junction boxes as needed throughout the City. Additionally, the City seeks to solicit bids from qualified Contractors to specifically provide scheduled and unscheduled (emergency) stormwater infrastructure cleaning and maintenance services for all areas of the City.

3.0.1 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.

3.0.2 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. Operational plan shall include the following:

- A. Company overview including management staff
- B. Supervisor(s) assigned to oversee the work and communicate with the Contract Coordinator and City staff as needed
- C. Equipment available and to be used to perform the work including make, model, year and function

- D. Approach to the project (how will crews be mobilized to perform services to optimize time on site, avoid rework, etc.)
- E. Safety plan (include Maintenance of Traffic- MOT, written safety policies and procedures)
- F. Information regarding the use of any subcontractors including subcontractor name, insurance information, and tasks to be performed
- G. Dewatering and disposal plan for all liquids, solids and special wastes including selected dewatering and disposal locations
- H. Communications of defective or broken catch basins, storm water lines, manholes, etc.
- I. Communicating catch basins, storm lines, manholes that are inaccessible and rescheduling work with staff
- J. Providing photo documentation or CCTV video upon staff request

3.0.3 Emergency / Unscheduled Service Hours

It shall be understood that the City may require unscheduled service at any given time, and that said service will be preceded by notification from the City one (1) hour prior to commencement of services. Service shall be available to the City 24 hours per day, 7 days per week, and 365 days per year. All work will be performed during the times prescribed by the City. Due to the nature of this contract, there will be no subcontracting allowed without written permission for the City.

3.0.4 Scheduled Services (At least 24-hours' notice)

Day Rate: 7:00 am to 6:00 pm. (Est. 100 hours annually)

Night Rate: 6:01 pm to 6:59 am (Est. 100 hours annually)

Weekend (Saturday 6:59am to Monday 6:59am)/ Holiday Rate (Est. 100 hours annually)

3.0.5 Unscheduled Services (At least 1-hour notice)

Day Rate: 7:00 am to 6:00 pm. (Est. 100 hours annually)

Night Rate: 6:01 pm to 6:59 am (Est. 100 hours annually)

Weekend (Saturday 6:59am to Monday 6:59am)/ Holiday Rate (Est. 100 hours annually)

3.0.6 Cleaning of Catch Basins, Storm Manholes, structures, and Junction Boxes **Contractor shall:**

- A. 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. This includes jet cleaning any outlet in a catch basin that is covered by debris, up to a maximum of fifty (50) feet.
- B. At the end of each work order, a list and a marked-up location map showing all catch basins that have been cleaned shall be submitted by the Contractor to the City Contract Manager, indicating the day of cleaning or maintenance work completion. A copy of the storm map with the date next to each catch basin indicating when it was cleaned shall be submitted to the Contract Manager as back up documentation prior to submitting the task order pay application.

- C. Contractor shall also provide a marked-up map identifying any catch basins that could not be cleaned due to either accessibility or maintenance issues. The City Contract Manager shall be informed of such locations on the same day the deficiency is discovered by the contractor, so he/she may request that the identified catch basin be cleaned at a later date.
- D. Contractor shall document any broken or defective catch basins and shall notify the City Contract Manager, or designee, of any such identified catch basins at the end of the working day with photos depicting the defect or damage.
- E. Contractor shall take photographs of cleaned catch basins shall be submitted to the City Contract manager 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 the City assigned stormwater asset ID number and correspond to the maps or plan for each work order assigned under this contract.
- F. Contractor shall identify all catch basins after they have been cleaned by marking them with a green painted dot on the face of the curb or next to the catch basin grate.

3.0.7 Cleaning of Storm Drainage Piping, Storm Lines, Outfalls, and Drainage Ditches Contractor shall:

- A. Completely flush all storm drainage piping, outfalls, and ditches of debris and accumulated sediment.
- B. At the end of each workday, contractor shall develop a list and marked-up on a location map of the storm drainage piping, outfalls, and ditches to be submitted to the City Contract Manager. When all storm drainage piping, outfalls, and ditches have been cleaned, 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 City Contract Manager or designee.
- C. Identify storm drainage piping, outfalls, and ditches that cannot be cleaned due to accessibility or maintenance issues. City Contract Manager or designee shall be informed of such storm locations (on the same day they're discovered) and may request that it be cleaned at a later date.
- D. Document any broken or defective storm drainage piping, outfalls, and ditches. Contractor shall notify the City Contract Manager or designee of any such identified storm drainage piping, outfalls, and ditches at the end of the working day.
- E. Take photographs/video of cleaned storm drainage piping, outfalls, and ditches to be submitted to the City Contract manager 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 storm plans or maps for each task order or as provided by the City for unscheduled / emergency work assigned under this contract.

F. Clear outfall blockages, including dredging of sediment or debris from the water side.

3.0.8 Conducting CCTV (Closed Circuit Television) Inspections

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 request the Contractor to perform CCTV inspections of this infrastructure. Contractor shall provide CCTV inspections, at the request of the City, including video footage, in GraniteNet Software CUES, Inc. electronic format, following the National Association of Sewer Service Companies (NASSCO) standards and guidelines. City will provide Contractor with a written request for CCTV inspection services. CCTV inspections shall occur on a schedule approved by the City Contract Manager for each work order.

3.0.9 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.

- A. The dewatering process shall be in compliance with National Pollutant Discharge Elimination System (NPDES) MS4 Permit for the City of Fort Lauderdale.
- B. A plan should be formulated for collecting and disposing of sediment, waste materials and liquids while on site. It should identify:
 - 1. Locations for trash and waste receptacles/equipment and establish a specific collection or hauling schedule.
 - 2. Methods for the ultimate disposal of waste; should be specified and carried out according to applicable local and state health and safety regulations.
 - 3. Special provisions should be made for the collection, storage, and disposal of liquid wastes and toxic or hazardous materials.
 - 4. 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.
 - 5. Waste should not be allowed to overflow its container or accumulate for excessively long periods.
- C. 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.
- D. Provide appropriate disposal of petroleum, contaminated water/oil (liquid phase) in accordance with the Florida Environmental Protection Agency (FDEP) regulations.
- E. Provide appropriate disposal of petroleum contact solids (solid phase) in accordance with the FDEP regulations.
- F. Provide appropriate decontamination as needed in order to maintain the safety of site workers and storm water infrastructure in accordance with the FDEP regulations.

3.0.10 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.

3.0.11 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) City reserves the right to stop work should the Contractor fail to provide appropriate PPE.

3.0.12 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.

END OF SUB-SECTION

PART II – TECHNICAL SPECIFICATIONS**3.1 FDOT SECTION 02240 - DEWATERING****Contractor shall:**

- 3.1.1** Be responsible for design, installation, and operation of a dewatering system to dewater specified excavations.
- A.** The dewatering system shall be designed in accordance with the Best Management Practices (BMP's) adopted by FDEP.
 - B.** Inspection and control of dewatering system operations will be in accordance with the FDEP guidelines established in the Florida Erosion and Sediment Control Inspector's Manual (current edition).
- 3.1.2** Continuously manage and control excavation water recharge in order to facilitate and not impede construction activities at all times, including weekends, holidays, and during periods of work stoppages, and furnish and install, and operate, a contingency backup dewatering system to maintain control of excavation water levels to facilitate construction (i.e., no construction delays).

3.2 SUBMITTALS**Contractor shall:**

- 3.2.1** Provide name, address, and phone numbers of all subcontractors.
- 3.2.2** Submit a Dewatering Best Management Practices (BMP) Plan prior to the start of excavation expected to include dewatering operations. The Plan shall provide detailed descriptions of dewatering procedures to be utilized to meet the requirements of this Section. Methodologies to control dewatering discharge contamination include, but are not limited to:
- A.** Holding tanks of adequate size and volume.
 - B.** Well pointing systems.
 - C.** Sump pumping systems.
 - D.** Chemical precipitation of particulates.
 - E.** Filter systems and siltation controls.
 - F.** Outfall booms.
- 3.2.3** Provide a Site Health and Safety Plan and Activity Hazard Analysis (AHA) for contaminated soil as specified in FDOT Section 02250, AFFECTED SOIL AND LIQUID DISPOSAL, and/or groundwater as specified in this Section, to include the following:
- A.** A written description of the proposed method for temporary stockpiling, transportation, and disposal of all wastes.
 - B.** Copy of permits of disposal facilities.
 - C.** Certification of disposal of all wastes.
 - D.** Directions to the nearest hospital and phone number.
 - E.** Emergency contact phone numbers.
 - F.** Laboratory analyses and sampling plan required for transportation and disposal of all wastes in accordance with applicable federal, state, and local requirements.

3.2.4 Upon Completion of Remediation Activities, the following shall be provided:

- A.** Copy of manifests for all wastes leaving the site.
- B.** Copy of the laboratory analyses results from all sampling activities.
- C.** Copy of closure reports that may be required.

3.3 SURFACE WATER CONTROL**Contractor shall:****3.3.1** Remove surface runoff controls when no longer needed.**3.3.2** Seal off or berm catch basins in the area of construction to prevent discharge of untreated dewatering effluent or runoff from unstabilized construction areas into storm drains.**3.3.3** Drain all inlets or catch basins used for dewatering discharge shall be provided with silt and sediment removal barriers as approved by the PROJECT MANAGER.

- A.** All barriers shall be cleaned regularly to avoid sediment discharge into the storm drain system.
- B.** Construction activities will be stopped at no cost to the CITY until sediment controls are properly maintained, installed, and in compliance with the dewatering permit.
- C.** All barriers shall be removed upon issuance of a hurricane warning.

3.4 DEWATERING SYSTEMS**3.4.1** Design, furnish, and install, operate, and maintain a dewatering system of sufficient size and capacity to permit excavation and subsequent construction activities in water-free conditions, and to lower and maintain the excavation area groundwater level a minimum of 2 feet below the lowest point of excavation. The dewatering system shall be designed and operated such that the system continuously maintains excavations water levels so as to maintain the excavation water level in order to allow for the initiation and completion of excavation backfill compaction and restoration activities.**3.4.2** Dewatering systems shall include, but is not limited to, furnishing and installing wells or well points, and or other equipment and appurtenances as may be necessary, including system components or equipment, installed outside the outermost perimeter of the excavation limits, and sufficiently below lowest point of excavation, to maintain the specified or required groundwater elevation.**3.4.3** Open trench pumping maybe permitted upon the approval of the CITY.**3.4.4** Design and Operate Dewatering Systems:

- A.** To prevent loss of ground as water is removed.
- B.** To avoid inducing settlement or damage to existing facilities, completed Work, or adjacent property.
- C.** Avoid surface water pollution or discharge of sediment to storm drain systems or waterways.

3.4.5 Provide supplemental ditches and sumps only as necessary to collect water from local seeps. Do not use ditches and sumps as primary means of dewatering. The CONTRACTOR shall not direct any flow of water over pavement surfaces. Discharge

of water shall be conducted as approved by the local, state, and federal agencies and the CITY.

- 3.4.6** Provide controls to prevent surface water from entering excavation pits, trenches, or stockpiled materials.

3.5 PIPELINES CONSTRUCTED UNDER WATER

- 3.5.1** In the event that it is found that the water in a trench cannot be lowered by ordinary means, i.e., well points and pumps, an alternate construction method may be proposed by the CONTRACTOR. Complete details, specifications, manufacturer's descriptive literature, installation lists and any other pertinent data regarding the proposed alternate method shall be submitted as an alternate by the CONTRACTOR to the Engineer within 5 calendar days of the time that the CONTRACTOR anticipates using such alternate method.

- 3.5.2** If the CITY PROJECT MANAGER approves the alternate method in writing, it may be used, so long as the Work is performed in a manner which, in the opinion of the CITY PROJECT MANAGER, conforms to the method and procedure as set forth in the information supplied by the CONTRACTOR in his original application for use of an alternate method. The CITY PROJECT MANAGER may revoke approval of the alternate method if at any time, in his opinion, the Work is not conforming to any applicable portion of these Specifications.

- 3.5.3** No pipeline shall be laid under water without approval of the CITY.

- 3.5.4** If the dewatering system is eliminated or the effort reduced, and the pipe is laid underwater, additional pipe zone material will be required as backfill to the water table elevation, or to the level it was reduced to.

3.6 DISPOSAL OF WATER

- 3.6.1** All water generated, pumped, or removed from excavations as a result of excavation dewatering activities shall be collected, containerized, and managed prior to discharge and or treatment at an approved discharge point or facility, in accordance with Broward County Code of Regulation Sections 27-27, 27-193(a), 27-193(b) (3)a, and 27-196. CONTRACTOR shall secure, obtain, and pay for all necessary local, state, and federal permits, licenses, fees, and or approvals to discharge water or perform onsite or offsite treatment and disposal. Treat water collected by dewatering operations as required by regulatory agencies, prior to discharge.

- 3.6.2** Discharge water as permitted, and in regulatory compliance with CONTRACTOR obtained discharge permits/licenses.

- A.** All discharge activities shall be performed so as to prevent silt and sediment discharge and eliminate any soil erosion or flooding, or otherwise damage existing facilities, completed Work, or adjacent property.
- B.** Maximum allowable turbidity of discharges to surface waters or storm drains will be 10 NTU's.
- C.** Sump discharges cannot be discharged directly to storm drains or surface waters without treatment.

- 3.6.3** Affected storm stormwater outfalls shall be protected with floating silt booms as approved by the Broward County Department of Environmental Planning and Protection (BCDPEP) and the PROJECT MANAGER. All accumulated debris resulting from the dewatering discharge collecting in the boom shall be removed on a daily basis.
- 3.6.4** Visible silt plumes emanating from the area around the outfalls will be considered a failure of the silt and sediment removal measures and may result in a Notice of Violation issued by BCDPEP. The CONTRACTOR will be responsible for all fines associated with the violation of the dewatering permit conditions issued to the CONTRACTOR.
- 3.6.5** Failure to control dewatering discharges as described above and as detailed in the Florida Erosion and Sediment Control Inspector's Manual, may result in an order to cease dewatering operations until the discharge problems are corrected. No claims will be accepted for costs or delays associated with unacceptable dewatering discharge practices.

3.7 WELL POINT REMOVAL

- 3.7.1** Well point holes shall be filled with sand which shall be washed into the hole.
- 3.7.2** Well point holes located within asphalt pavement surfaces or concrete pavements, shall be filled with sand to the subgrade. The remaining hole shall be filled with non-shrink grout.

3.8 CONTAMINATED GROUNDWATER AND DISPOSAL REQUIREMENTS

- 3.8.1** If CONTRACTOR suspects, witnesses, or identifies, groundwater contamination at any time during the performance of the Work, CONTRACTOR shall notify the PROJECT MANAGER immediately. Results will be obtained by the onsite mobile laboratory.
- 3.8.2** If analytical testing (by CITY or CITY-designated laboratory or subcontractor) documents and indicates elevated concentrations above FDEP action levels (Chapter 62-777, Florida Administrative Code) as verified by the PROJECT MANAGER, dewatering operations will be suspended until appropriate treatment and or construction measures can be implemented. CONTRACTOR shall not resume operations until notified to do so in writing by the PROJECT MANAGER and construction of the remaining stormwater pipelines in that area will be installed in the wet or normal construction activities shall be resumed in other areas determined by the PROJECT MANAGER. There shall be no delay or mobilization claim associated with moving to another project area unless all other Work has been completed. In addition, the local agency will be immediately notified via telephone and in writing by the CITY. Dewatering activities in the area will not proceed until review of the matter with the local agency is resolved and written authorization is issued.
- 3.8.3** Treatment of the groundwater will include three options depending on the magnitude of the contamination in the trench or as determined by the PROJECT MANAGER: Granular Activated Carbon (GAC) Treatment Vessels, Mobile Air Stripping Units, or Vacuum Truck Removal and Disposal or other method as approved by the PROJECT MANAGER. The CONTRACTOR will provide a submittal list of all qualified groundwater remediation subcontractors for GAC vessel treatment/portable air stripping unit and vacuum truck disposal including phone numbers, contact names, and addresses prior to start of construction. The selected groundwater treatment/recycling facility for hauling contaminated groundwater shall also be identified.
- 3.8.4** If contaminated groundwater in the dewatering trench is encountered, the remediation operations will begin once local agency approval is obtained. Contaminated water will

be disposed first into a high volume holding (FRAC) tank and then treated through a GAC unit/portable air stripper or recovered into vacuum hauling trucks for disposal.

- 3.8.5** Effluent water from the treatment system will be analyzed by the onsite mobile laboratory to confirm that concentrations are below regulatory limits. Effluent water will then be directed to a pre-approved alternative location as determined by local agency and/or the Engineer.
- 3.8.6** A Dewatering Plan describing the dewatering approach, groundwater monitoring, and remediation alternative is attached.

END OF SUB-SECTION

PART III – TECHNICAL SPECIFICATIONS (CONT.)**3.9 FDOT SECTION 02410 - FLOW BYPASS PUMPING SYSTEM****3.9.1 System Description****A. Performance Requirements:**

1. It is essential to the operation of the existing sewage system that there is no interruption in the flow of sewage throughout the duration of the Project. CONTRACTOR shall provide, maintain, and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and backup units as required), conduits, and all necessary power to intercept the stormwater flow before it reaches the point where it would interfere with the Work, carry it past the Work, and return it to the existing sewer downstream of the Work.
2. Design, install and operate the temporary pumping system.
3. Convey the stormwater safely past this Work area. Do not stop or impede the main flows under any circumstances.
4. Maintain sewer flow around the Work area in a manner that will not cause surcharging of sewers, damage to sewers, and that will protect public and private property from damage and flooding.
5. Protect water resources, wetlands, and other natural resources.

B. Design Requirements:

1. Provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow of the sewer can be safely diverted around the section to be replaced. The system operating pressure shall be as required to pump into the system.
2. Install one bypass pump at each drainage structure to be bypassed. There shall be one back-up pump ready for immediate use in the event of any emergency or breakdown of any of the pumps. Each pumping location shall have provisions for immediate installation of a redundant pump without shutting the system down.
3. Single discharge piping shall be provided for all bypass pumping operations. Each individual discharge pipeline shall be of adequate size to convey the required flow for the system's normal operating pumps.
4. Prevent unauthorized access to the bypass pumping equipment, withdrawal drainage structure and discharge drainage structure.
5. To minimize odors, install the discharge piping to within 2 feet of the drainage structure bottom and provide lockable security covers with an inspection door over all section and discharge structures. Covers can be made of $\frac{3}{4}$ inch plywood, securely fastened over the drainage structures.
6. If Work has been scheduled and approved by CITY to be conducted at night, maintain onsite portable lights for emergency use only.
7. Discharge must have an isolation valve and a check valve.

8. Pump station cleanouts shall not be used for bypass pumping.

3.9.2 SUBMITTALS

A. Shop Drawings:

Detailed plans and descriptions outlining all provisions and precautions regarding the handling of existing stormwater flows. This plan must be specific and complete including such items as schedules, locations, elevations, capacities of equipment, materials, and all other incidental items necessary and / or required to ensure proper protection of the facilities, including protection of public and private property from damage and flooding by surcharging of sewers. The plan shall include, but not be limited to details of the following:

1. Staging area for pumps
2. Sewer plugging method and types of plugs
3. Size, material, location, and method of installation of suction piping
4. Size, material, method of installation, and location of installation of discharge piping
5. Bypass pump sizes, capacity, and power requirements
6. Calculations of static life, friction losses and flow velocity (pump curves showing pump operating range shall be submitted)
7. Downstream discharge plan
8. Method of protecting discharge drainage structures from surface water infiltration, erosion, and damage
9. Pipe restraint methods and locations
10. Section showing any suction and discharge pipe depth, embedment, select fill and special backfill where required
11. Method of noise control for each pump
12. Any temporary pipe supports, and anchoring required
13. Plans for access to bypass pumping location
14. Calculations for selection of bypass pumping pipe size
15. Schedule for installation of and maintenance of bypass pumping lines
16. Plan indicating selected location of bypass pumping line and air valve locations
17. Inventory of disinfection materials in case of spillage

B. Quality Control Submittals:

1. Certification of vendor's compliance with qualifications included in article QUALITY ASSURANCE.

2. Weekly maintenance and inspection logs.

3.9.3 QUALITY ASSURANCE

- A. System operators to be full-time employees or specialized vendor with minimum 1-year experience in operating and maintaining bypass systems.**
 1. Provide five (5) references from projects of similar size performed in the past three (3) years.
- B. Be responsible for any spillage that results in civil or criminal charges from any local, state or federal agency. Bear costs for these charges and any required restoration.**

3.9.4 MAINTENANCE

- A. Maintenance Service:**

Ensure that the temporary pumping system is properly maintained and that a responsible operator is present at the site at all times when pumps are operating.
- B. Extra Materials:**

Spare parts for pumps and piping shall be kept onsite as necessary. Spare parts shall include, but not be limited to the following: Extra pipe for each size and repair materials for each bypass discharge line installed and backup pump.
- C. Adequate hoisting equipment for each pump and accessories shall be maintained on the site.**

3.9.5 BYPASS PIPING MATERIALS

- A. Header Piping:**

Header piping shall be used to connect the pumps to the discharge piping. The header shall be constructed of rigid pipe with positive, restrained joints with a total maximum length of 50 feet. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Header piping will only be allowed in short sections and by specific permission from the PROJECT MANAGER or CITY.
- B. Discharge Piping:**

Discharge piping shall be used from the connection at the header piping to the discharge point. Discharge piping and fittings shall be PVC pressure Class 100 conforming to AWWA C-900 standards. At the beginning of the Project, all discharge piping shall be new or shall be successfully pressured testing at 1.5 times the maximum discharge pressure of the pumping system to be used for bypass pumping. Pressure test shall be conducted in the presence of a registered professional engineer in the state of Florida. Said engineer shall submit a report to the PROJECT MANAGER stipulating the materials, methods and results of the test and recommendation for safe and reliable use on this project. Discharge piping may be re-used for subsequent flow bypass pumping system placements however, the CITY or PROJECT MANAGER at their sole discretion shall have the right to reject sections of discharge piping deemed by either of them to be unserviceable.

3.9.6 EQUIPMENT

- A. All pumps used shall be fully automatic self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The primary and secondary pumps may either be electric or diesel. Pumps can be trailer mounted. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of flows.**

- B.** Provide the necessary stop / start controls and a visual alarm indicating a pump malfunction for each pump.
- C.** The back-up pump shall be online, isolated from the primary system by a valve.
- D.** Incorporate noise prevention measure for any and all equipment being used to insure minimum noise impact on the surrounding areas. If permission has been granted to the CONTRACTOR by CITY to work beyond normal work hours, the following provisions shall be followed:
 - 1. Include hospital grade silencers or mufflers, equipment modifications and special equipment or sound barrier walls as necessary to limit noise levels below 55 decibels at a distance of 25 feet in the direction of any residential home for all diesel powered back up pumps.
 - 2. In the event the CONTRACTOR fails to comply with maximum permissible noise level decibels in the operation of the flow bypass pumping system, the CITY or PROJECT MANAGER may order the CONTRACTOR to stop operation of the flow bypass pumping system until such time as specified noise levels are achieved. The termination of the flow bypass pumping system for such reason shall not be the basis for any extension of Contract time nor for any claim for additional compensation.

3.9.7 PREPARATION

A. Precautions:

- 1. Locate any existing utilities in the area selected to locate the bypass pipelines. Locate bypass pipelines to minimize any disturbance to existing utilities, traffic and pedestrian access and obtain approval of the pipeline locations from CITY, property owners, all utilities, and the PROJECT MANAGER prior to installation.
- 2. Bypass pump all stormwater flows as necessary while performing Work and coordinate all bypass pumping operations with the PROJECT MANAGER.

3.9.8 INSTALLATION

- A.** Plugging or blocking of stormwater flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, it is to be removed in a manner that permits the stormwater flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- B.** When working inside drainage structures, exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible or oxygen-deficient atmospheres and confined spaces.
- C.** The bypass pipeline must be located off streets, sidewalks and shoulders of the roads. CONTRACTOR must obtain CITY's approval for method(s) used when the bypass pipeline crosses local streets and private driveways. Maintenance of traffic shall be in accordance with FDOT Section 010010, GENERAL REQUIREMENTS. Obtain approvals for placement of the temporary pipeline within public rights-of-ways.
- D.** Protect the bypass discharge line from damage in the areas of backhoe operations. Protection shall be by either concrete jersey barriers, water filled barriers or wood timbers.

- E. Confine the bypass discharge pipeline to the area within the temporary construction area and permanent easement. Concrete barriers or timber deadman posts can be used to confine the movement of the discharge pipeline during relocation.

3.9.9 FIELD QUALITY CONTROL

- A. **Test:** Perform a hydrostatic pressure test for each section of discharge piping with a maximum pressure equal to 1.5 times the maximum operating pressure of the system. The PROJECT MANAGER or CITY shall witness the test to ensure that there are no leaks in the discharge piping prior to actual operation.
- B. Bypass pumping shall be prohibited unless lining activities are actively being performed. Bypass pumping shall be supervised continuously by qualified onsite personnel during bypass operation.

3.9.10 CLEANING

- A. Stormwater remaining in the bypass discharge pipeline and / or pumping equipment shall be flushed with city water and discharged to a working sewer before the bypass pumping system is broken down and moved to the next section. City water service must be protected by use of a backflow preventer.
- B. **Disturbed area:** Upon completion of the bypass pumping operation, clean up all areas disturbed by these operations, restoring same to a condition, including pavement restoration, at least equal to that which existed prior to the start of the Work.

END OF SUB-SECTION

PART IV - TECHNICAL SPECIFICATION (CONT.) – FDOT SECTION 02660 – ROOT REMOVAL**3.11 REQUIREMENTS**

The work specified in this section includes all labor, materials, accessories, equipment and tools necessary for chemical root treatment, root removal and re- growth inhibition without damaging the trees, the environment, wildlife or any adjoining structure. All roots found in the stormwater line (mainline and service laterals) during CCTV inspections per FDOT Section 02136 TELEVISION SURVEY shall be chemically treated and removed prior to pipe lining. Chemical grouting shall be used to fill holes in the pipe of 1 inch diameter or larger that resulted from root penetration.

3.12 SUBMITTALS

3.12.1 The CONTRACOR shall submit the following in accordance with FDOT Section 01300 – SUBMITTALS:

- A. A specimen product label showing the United States Environmental Protection Agency (EPA) registration.
- B. A specimen product label indicating EPA approval of the products for stormwater lines.
- C. The manufacturer's recommended guidelines for proper mixing ratios for maximum daily use of materials.
- D. Material Safety Data Sheets (MSDS) for the product.

3.12.2 The above information data shall clearly indicate compliance with the specifications. The CONTRACTOR shall submit written exceptions to the specifications.

3.13 PRODUCTS**3.13.1 General**

Materials shall be EPA registered and labeled for use in stormwater lines and acceptable to the state and local government agencies having jurisdiction over its use.

3.13.2 Chemical Root Treatment

- A. The chemical root treatment material shall be of a type which has documented record of satisfactory performance in stormwater pipelines. The active ingredient of the chemical root treatment shall be Dichlorobenil. This active ingredient for killing roots shall be an aquatically approved, non-systemic herbicide (Dichlorobenil), which will kill roots at low concentrations, but will not permanently affect parts of the plant distance from the treated roots. The active ingredient must be detoxified by natural chemical / biochemical processes following its use.
- B. The active ingredient for inhibiting root growth (Dichlorobenil) in stormwater lines shall inhibit root cell growth on contact but shall not be transported so as to damage other portions of the trees. The material shall form a persistent chemical barrier suppressing the growth of root tips. The material shall be sufficiently stable under conditions of use to provide protection for twelve months.
- C. To improve transportation of the active ingredients into root tissues, the root treatment material shall contain emulsifiers to degrease root masses and remove fatty acids from root tissue.

3.13.3 Mechanical Root Removal

Roots shall be removed in the pipe segments to be rehabilitated by the installation of the cured-in-place liners. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines and equipment such as high velocity jet cleaners.

3.13.4 Chemical Grouting

The CONTRACTOR shall perform chemical grouting, if required

3.14 EXECUTION

3.14.1 All materials and mixing application procedures for chemical root treatment shall conform to the latest industrial standards and requirements and follow the recommendations of the manufacturer of the chemical root treatment material used.

3.14.2 After each segment of stormwater pipe has been inspected via the Preconstruction Survey, in accordance with FDOT Section 02136 TELEVISION SURVEY, all identified areas of root infestation shall be identified and approved by PROJECT MANAGER before any root treatment and removal activities are performed. Root treatment and removal shall consist of chemical treatment followed by mechanical removal. Mechanical root removal shall not occur any less than 45 calendar days after chemical treatment has been accomplished. Stormwater line cleaning in preparation of pipe lining as specified in FDOT Section 02650 PREPARATORY CLEANING, shall occur only after all root treatment and removal activities have been completed.

3.14.3 Mechanical root removal shall be performed by the CONTRACTOR and shall capture and remove all root material flush with the interior pipe wall. Root penetrations through pipe joints, holes or through other means, shall be sealed with chemical grout where openings are 1 inch in diameter or larger or as required by CITY.

3.14.4 Root tips are the principal growth areas and are the surfaces most effectively penetrated by root treatment chemicals. When the root tips are damaged or removed by stormwater line cleaning, chemical treatment will be less effective. Consequently, no cleaning shall be performed in lines prior to chemical root treatment unless extensive grease, root masses, or debris preclude proper application of this material.

3.15 FLOW CONTROL

Stormwater service shall not be interrupted during root treatment. In situations where it is necessary, the CONTRACTOR shall block / bypass flow in accordance with FDOT Section 02410, FLOW BYPASS PUMPING SYSTEM.

3.16 PERSONAL PROTECTIVE EQUIPMENT

The CONTRACTOR shall use appropriate protective clothing and equipment as recommended by the manufacturer during the use and handling of the material.

3.17 MIXING PROCEDURES

All materials shall be delivered to the site in undamaged, unopened containers bearing the manufacturer's label. Mixing of the root treatment materials shall be done no more than 12 hours prior to use. The water used shall be clear and free of acid, alkali, oxidizing agents, oil, or other organic materials. Mixing water temperature shall be between 40 degrees F and 80 degrees F.

3.18 APPLICATION PROCEDURES

3.18.1 Where conditions permit, the volume of foam shall be sufficient to completely fill the air space above the flow, manhole to manhole. In all cases, the volume of foam delivered to the stormwater line shall be sufficient to attach to and penetrate all the root masses.

3.18.2 The foam shall be applied to sufficient pressure to penetrate a minimum of 5 feet into all laterals.

END OF SUB-SECTION

**PART V - TECHNICAL SPECIFICATION (CONT.)
FROM FDOT SPECIFICATION SECTION 104 – PREVENTION, CONTROL, AND ABATEMENT OF
EROSION AND WATER POLLUTION**

104-1 Description.

Provide erosion control measures on the project and in areas outside the right-of-way where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project right-of-way and damage to work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the Plans or as may be directed by the Engineer.

104-2 General.

Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

Due to unanticipated conditions, the Engineer may direct the use of control features or methods other than those included in the original Contract. In such event, the Department will pay for this additional work as unforeseeable work.

104-3 Control of Contractor's Operations Which May Result in Water Pollution.

Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials. Also, conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any live stream.

Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.

Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.

Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge into State waters: pumping into grassed swales or appropriate vegetated areas or sediment basins, or confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.

Do not disturb lands or waters outside the limits of construction as staked, except as authorized by the Engineer.

Obtain the Engineer's approval for the location of, and method of operation in, borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

104-4 Materials for Temporary Erosion Control.

The Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric in 985-3 unless such material is to be incorporated into the completed project. When no testing is required, the Engineer will base acceptance on visual inspection.

The Contractor may use new or used materials for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed project, subject to the approval of the Engineer.

104-5 Preconstruction Requirements.

At the Preconstruction Conference, provide to the Department an Erosion Control Plan meeting the requirements or special conditions of all permits authorizing project construction. If no permits are required or the approved permits do not contain special conditions or specifically address erosion and water pollution, the project Erosion Control Plan will be governed by this Section 104.

When a DEP generic permit is issued, the Contractor's Erosion Control Plan shall be prepared to accompany the Department's Stormwater Pollution Prevention Plan (SWPPP). Ensure the Erosion Control Plan includes procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-storm water discharges, such as contaminated groundwater or accidental spills. Do not begin any soil disturbing activities until Department approval of the Contractor's Erosion Control Plan, including required signed certification statements.

Failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements may be considered a violation of the DEP Generic Permit.

When the SWPPP is required, prepare the Erosion Control Plan in accordance with the planned sequence of operations and present in a format acceptable to the Department. The Erosion Control Plan shall describe, but not be limited to, the following items or activities:

For each phase of construction operations or activities, supply the following information:

- Locations of all erosion control devices
- Types of all erosion control devices
- Estimated time erosion control devices will be in operation
- Monitoring schedules for maintenance of erosion control devices
- Methods of maintaining erosion control devices
- Containment or removal methods for pollutants or hazardous wastes
- The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.

Submit for approval the Erosion Control Plans meeting paragraphs below:

Projects permitted by the South Florida Water Management District require the following:

- Obtain the Engineer's approval of the Erosion Control Plan.
- Do not begin construction activities until the Erosion Control Plan receives written approval from the Engineer.

Projects authorized by permitting agencies other than the Water Management Districts or projects for which no permits are required require the following:

- The Engineer will review and approve the Contractor's Erosion Control Plan.
- Do not begin construction activities until the Erosion Control Plan.
- Receives written approval from the Engineer. Comply with the approved Erosion Control Plan.

104-6 Construction Requirements.

104-6.1 Limitation of Exposure of Erodible Earth: The Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, turf, sod, and other such permanent erosion control measures current in accordance with the accepted schedule.

Do not allow the surface area of erodible earth that clearing and grubbing operations or excavation and filling operations expose to exceed 750,000 square feet without specific prior approval by the Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.

The Engineer may increase or decrease the amount of surface area the Contractor may expose at any one time.

104-6.2 Incorporation of Erosion and Sediment Control Features: Incorporate permanent erosion control features into the project at the earliest practical time. Use temporary erosion and sediment control features found in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual) to correct conditions that develop during construction which were not foreseen at the time of design, to control erosion and sediment prior to the time it is practical to construct permanent control features, or to provide immediate temporary control of erosion and sediment that develops during normal construction operations, which are not associated with permanent erosion control features on the project. An electronic version of the E&SC Manual can be found at the following URL:

<http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/Files/FLerosionSedimentManual.pdf>

Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.

Complete the installation of sediment control devices prior to the commencement of any earthwork. After installation of sediment control devices, repair portions of any devices damaged at no

expense to the Department. The Engineer may authorize temporary erosion and sediment control features when finished soil layer is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.

104-6.3 Scheduling of Successive Operations: Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.

Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

104-6.4 Details for Temporary Erosion and Sediment Control Features:

104-6.4.1 General: Use temporary erosion, sediment and water pollution control features found in the E&SC Manual. These features consist of, but are not limited to, temporary turf, rolled erosion control products, sediment containment systems, runoff control structures, sediment barriers, inlet protection systems, silt fences, turbidity barriers, and chemical treatment. For design details for some of these items, refer to the Design Standards and E&SC Manual.

104-6.4.2 Temporary Turf: The Engineer may designate certain areas of turf or sod constructed in accordance with Section 570 as temporary erosion control features. For areas not defined as sod, constructing temporary turf by seeding only is not an option for temporary erosion control under this Section. The Engineer may waive the turf establishment requirements of FDOT Section 570 for areas with temporary turf that will not be a part of the permanent construction.

104-6.4.3 Runoff Control Structures: Construct runoff control structures in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function.

104-6.4.4 Sediment Containment Systems: Construct sediment containment systems in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function. Clean out sediment containment systems as necessary in accordance with the Plans or as directed.

104-6.4.5 Sediment Barriers: Provide and install sediment barriers according to details shown in the Plans, as directed by the Engineer, or as shown in the E&SC Manual to protect against downstream accumulation of sediment. Sediment Barriers include, but are not limited to synthetic bales, silt fence, fiber logs and geosynthetic barriers. Reusable barriers that have had sediment deposits removed may be reinstalled on the project as approved by the Engineer.

104-6.4.6 Silt Fence:

104-6.4.6.1 General: Furnish, install, maintain, and remove silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown in the Plans, the Design Standards, and the E&SC Manual.

104-6.4.6.2 Materials and Installation: Use a geotextile fabric made from woven or nonwoven fabric, meeting the physical requirements of Section 985 according to those applications for erosion control.

Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective silt fence that controls sediment comparable to the Design Standards and the E&SC Manual.

Erect silt fence at upland locations, across ditch lines and at temporary locations shown in the Plans or approved by the Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach silt fence to existing trees unless approved by the Engineer.

104-6.4.6.3 Inspection and Maintenance: Inspect all silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by the Engineer.

Remove sediment deposits when the deposit reaches approximately 1/2 of the volume capacity of the silt fence or as directed by the Engineer. Dress any sediment deposits remaining in place after the silt fence is no longer required to conform with the finished grade and prepare and seed them in accordance with FDOT Section 570.

104-6.4.7 Floating Turbidity Barriers and Staked Turbidity Barriers: Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. The Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the Plans or as approved by the Engineer. Ensure that the type barrier used, and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. The Engineer may approve alternate methods or materials.

Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters and minimize damage to areas where floating barriers installed.

104-6.4.8 Inlet Protection System: Furnish and install inlet protection systems as shown in the Plans, Design Standards and the E&SC Manual.

104-6.4.9 Rolled Erosion Control Products (RECPs):

104-6.4.9.1 General: Install RECPs in locations where temporary protection from erosion is needed. Two situations occur that require artificial coverings. The two situations have differing material requirements, which are described below.

1. Use RECPs composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by the Engineer, during temporary pauses in construction caused by inclement weather or other circumstances. Remove the material when construction resumes.
2. Use RECPs as erosion control blankets, at locations shown in the Plans, to facilitate plant growth while permanent grassing is being established. For the purpose described, use non-toxic, biodegradable, natural or synthetic woven fiber mats. Install erosion control blankets capable of sustaining a maximum design velocity of 6.5 ft/sec as determined from tests performed by Utah State University, Texas Transportation Institute or an independent testing laboratory approved by the Department. Furnish to the Engineer, two certified copies of manufacturers test reports showing that the erosion control blankets meet the requirements of this Specification. Certification must be attested, by a person having legal authority to bind the manufacturing company. Also, furnish two 4- by 8-inch samples for product identification. The manufacturers test records shall be made available to the Department upon request. Leave the material in place, as installed, to biodegrade.

104-6.4.10 Chemical Treatment: Provide chemical treatment in accordance with the E&SC Manual. Chemical treatment may be used to clarify turbid or sediment laden water that does not yet meet state water quality standards or as an amendment to other erosion prevention and sediment control products to aid in their performance. The contractor must provide all the required toxicity testing information in accordance with the E&SC Manual to the Engineer for review and acceptance prior to using any chemical treatment on the project site.

104-6.5 Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the project in such a manner that no detrimental effect will result. The Engineer may direct that temporary features be left in place.

104-7 Maintenance of Erosion and Sediment Control Features.

104-7.1 General: Provide routine maintenance of permanent and temporary erosion and sediment control features, at no expense to the Department, until the project is complete and accepted. If reconstruction of such erosion and sediment control features is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion and sediment control features, failure by the Contractor to install permanent erosion control features as scheduled, the Contractor shall replace such erosion control features at no expense to the Department. If reconstruction of permanent or temporary erosion and sediment control features is necessary due to factors beyond the control of the Contractor, the Department will pay for replacement under the appropriate Contract pay item or items.

Inspect all erosion and sediment control features at least once every seven calendar days and within 24 hours of the end of a storm of 0.50 inches or greater. Maintain all erosion control features as required in the Stormwater Pollution Prevention Plan, Contractor's Erosion Control Plan and as specified in the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

104-8 Protection During Suspension of Contract Time.

If it is necessary to suspend the construction operations for any appreciable length of time,

shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet and stabilize them by paving or by covering with waterproof materials. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation. The Engineer may direct the Contractor to perform, during such suspensions of operations, any other erosion and sediment control work deemed necessary.

104-9 Method of Measurement.

When separate items for temporary erosion control features are included in the Contract, the quantities to be paid for will be:

- 104-9.1** the area, in square yards, of rolled erosion control products.
- 104-9.2** the length, in feet, of runoff control structures, measured along the surface of the work constructed.
- 104-9.3** the number of sediment containment systems constructed and accepted.
- 104-9.4** the number of sediment containment system cleanouts accomplished and accepted
- 104-9.5** the length, in feet, of sediment barriers.
- 104-9.6** the length, in feet, of floating turbidity barrier.
- 104-9.7** the length, in feet, of staked turbidity barrier.
- 104-9.8** the number of inlet protection systems.
- 104-9.9** the area, in square yards, of chemical treatment.
- 104-9.10** the number of floc logs or drums of product for chemical treatment.

END OF SECTION

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions 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**

As a condition precedent to the effectiveness of this Agreement, 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. 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 (2020), 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 (2020), as may be amended or revised, 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 (2020), 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) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

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 firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

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 – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

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 agents, 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 addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

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 chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:
https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

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: 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 WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with 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:

- Bidder's 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.

- 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:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. 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 the City's best interest as determined by the City, to cancel any 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 the City Auditor's 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. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its 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.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 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 Contractor 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 Contractor from 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.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against 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 their 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 any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 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.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City 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 (2019), 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 the 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 the 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 the 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.

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.**

1. Company Name:
2. Contact Name:
3. Contact Phone:
4. Contact Email:
5. Number of years' experience you have had in providing as described on this ITB services.
6. Have you ever failed to complete work awarded to you? Yes ☐ No ☐
If yes, where, and why?
7. Have you included proof of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?

a. General Liability	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b. Auto Liability	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c. Worker's Comp	Yes <input type="checkbox"/>	No <input type="checkbox"/>
d. Pollution/Environmental Liability	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Provide a list of the key personnel who will be involved in the project, as well as their experience related to the service in this ITB.
Tb405
9. Provide an operational plan for the work. This section should reflect clearly the understanding of the scope of work stated in this Invitation to Bid (ITB) Section III. The operational plan shall include the following:
 - a. Company overview including management staff
 - b. Supervisor(s) assigned to oversee the work and communicate with the Contract Coordinator and City staff as needed
 - c. Equipment available and to be used to perform the work including make, model, year and function
 - d. Approach to the project (how will crews be mobilized to perform services to optimize time on site, avoid rework, etc.)
 - e. Safety plan (include Maintenance of Traffic- MOT, written safety policies and procedures)
 - f. Information regarding the use of any subcontractors including subcontractor name, insurance information, and tasks to be performed
 - g. Dewatering and disposal plan for all liquids, solids and special wastes including selected dewatering and disposal locations
 - h. Communications of defective or broken catch basins, storm water lines, manholes, etc.
 - i. Communicating catch basins, storm lines, manholes that are inaccessible and rescheduling work with staff
 - j. Providing photo documentation or CCTV video upon staff request
10. 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 may result in the disqualification of your bid.**

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

2. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

3. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

4. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

5. Company Name:

Address:

Contact:

Phone #:

Email:

Contract Value:

Year:

Description:

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.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date

CONTRACT 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 credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title



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 (10) 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:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

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 (4) 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.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its 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) _____ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. 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.
Business Name
- (2) _____ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. 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.
Business Name
- (3) _____ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (4) _____ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (5) _____ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
Business Name
- (6) _____ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.
Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

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 disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "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, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

- | | | |
|-----|-----------------|--|
| (1) | | <p>is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "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, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.</p> |
| | (Business Name) | |
| (2) | | <p>is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.</p> |
| | (Business Name) | |
| (3) | | <p>is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.</p> |
| | (Business Name) | |
| (4) | | <p>is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.</p> |
| | (Business Name) | |
| (5) | | <p>is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.</p> |
| | (Business Name) | |

BIDDER'S COMPANY:

AUTHORIZED

COMPANY
PERSON:

PRINT NAME

SIGNATURE

DATE

Forms Non-ISO 03/17/2021

E-VERIFY AFFIRMATION STATEMENTRFP/Bid /Contract No: Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: Authorized Company Person's Signature: Authorized Company Person's Title: Date:

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. 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) EIN (Optional):

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**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

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"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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. **You must also click the "Take Exception" button.**

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

Revised 4/28/2020



City of Fort Lauderdale • Procurement Services Division
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ADDENDUM NO. 2

ITB NO.: 12520-813

TITLE: STORMWATER INFRASTRUCTURE CLEANING AND MAINTENANCE SERVICES

ISSUED: July 14, 2021

This addendum is being issued to make the following change(s):

1. Quantities and or descriptions have changed for all line items except 6, and 33-38.
 - a. 1: From 50 to **33** each – Estimate: **33** Locations
 - b. 2: From 1050 to **700** linear foot – Estimate: **700** LF
 - c. 3: From 1000 to **667** linear foot – Estimate: **667** LF
 - d. 4: From 300 to **200** linear foot – Estimate: **200** LF
 - e. 5: From 250 to **167** linear foot – Estimate: **167** LF
 - f. 7: From 500 to **400** linear foot – Estimate: **400** LF
 - g. 8: From 300 to **200** linear foot – Estimate: **200** LF
 - h. 9: From 250 to **200** linear foot – Estimate: **200** LF
 - i. 10: From 400 to **250** linear foot – Estimate: **250** LF
 - j. 11: From 300 to **200** linear foot – Estimate: **200** LF
 - k. 12: From 200 to **133** linear foot – Estimate: **133** LF
 - l. 13: From 200 to **100** linear foot – Estimate: **100** LF
 - m. 14: From 425 to **300** linear foot – Estimate: **300** LF
 - n. 15: From 250 to **167** linear foot – Description now reads:
Cleaning & Disposal of Hazardous or Toxic Waste from Cast Iron Pipe (CIP) - Less than or Equal to 24-inch Pipe Diameter
Cast Iron Pipe Cleaning...less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with **general specification 3.0.9, technical specification 2240, and** applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate **167** LF.
 - o. 16: From 200 to **133** linear foot – Description now reads:
Cleaning & Disposal of Hazardous or Toxic Waste from Cast Iron Pipe (CIP) - Less than or Equal to 24-inch Pipe Diameter
CIP Cleaning, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with **general specification 3.0.9, technical specification 2240, and** applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate **133** LF.
 - p. 17: From 250 to **167** linear foot – Description now reads:
Special Cleaning & Disposal of Hazardous or Toxic Waste from Corrugated Metal Pipe (CMP), Less than or Equal to 24-inch Pipe Diameter
CMP Cleaning, less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with **general specification 3.0.9, technical**



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specification 2240, and applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate **167** LF.

- q. 18: From 200 to **133** linear foot – Description now reads:

Special Cleaning & Disposal of Hazardous or Toxic Waste from Corrugated Metal Pipe (CMP), Less than or Equal to 24-inch Pipe Diameter

CMP Cleaning, greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with **general specification 3.0.9, technical specification 2240, and** applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate **133** LF.

- r. 19: From 250 to **167** linear foot – Description now reads:

Special Cleaning & Disposal of Hazardous or Toxic Waste from Reinforced Concrete Pipe (RCP), Less than or Equal to 24-inch Pipe Diameter

RCP Cleaning, Less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with **general specification 3.0.9, technical specification 2240, and** applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate **167** LF.

- s. 20: From 200 to **130** linear foot – Description now reads:

Special Cleaning & Disposal of Hazardous or Toxic Waste from Reinforced Concrete Pipe (RCP), Greater than 24-inch Pipe Diameter

RCP Cleaning, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with **general specification 3.0.9, technical specification 2240, and** applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate **130** LF.

- t. 21: From 250 to **167** linear foot – Description now reads:

Cleaning & Disposal of Hazardous or Toxic Waste from High Density Polyethylene Pipe (HDPE), Less than or equal to 24-inch Pipe Diameter

HDPE, less than or equal to 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with **general specification 3.0.9, technical specification 2240, and** applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate **167** LF.

- u. 22: From 200 to **133** linear foot – Description now reads:

Cleaning & Disposal of Hazardous or Toxic Waste from High Density Polyethylene Pipe (HDPE), Greater than 24-inch Pipe Diameter

HDPE, Greater than 24-inch pipe diameter. Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with **general specification 3.0.9, technical specification 2240, and** applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate **133** LF.



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v. 23: Quantities unchanged. Description now reads:

Cleaning & Disposal of Hazardous or Toxic Waste from Catch Basins, Inlets, Manholes, Pollution Control Devices and other Storm Structures

Cost to clean hazardous toxic waste or biochemical waste if found during inspection of any storm piping or drainage structure as in accordance with **general specification 3.0.9, technical specification 2240, and** applicable Florida and Federal hazardous materials compliance regulations as requested or approved by City. Estimate **25**.

- w. 24: From 6 to **4** each – Estimate: **4**
- x. 25: From 500 to **333** linear foot – Estimate: **333** LF
- y. 26: From 25 to **17** each – Estimate: **17**
- z. 27: From 18 to **6** each – Estimate: **6**
- aa. 28: From 200 to **133** linear foot – Estimate: **133** LF
- bb. 29: From 300 to **200** linear foot – Estimate: **200** LF
- cc. 30: From 300 to **200** linear foot – Estimate: **200** LF
- dd. 31: From 115 to **77** each – Estimate: **77**
- ee. 32: From 500 to **333** linear foot – Estimate: **333** LF

2. Changes made throughout Section III.

Proposers are to replace Section III in the solicitation with the revised Section III in this addendum.

3. Current contract 973-11905 pricing being provided per question 19.

4. The last day for questions has been changed from July 20, 2021, to July 22, 2021.

5. The opening date has been changed from July 29, 2021, to August 12, 2021.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

SECTION III – GENERAL AND TECHNICAL SPECIFICATIONS/SCOPE OF WORK

PART I

3.0 GENERAL SPECIFICATIONS

The City of Fort Lauderdale is responsible for the maintenance of all stormwater infrastructure. This includes 183 miles (968,880 linear feet) of stormwater piping, 1151 manholes, 1038 stormwater outfalls, 8848 catch basins, 335 junction boxes and 6 drainage wells. Proper maintenance of the stormwater system is essential to reduce the level and frequency of flooding. This contract will 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 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, outfalls, drainage ditches, drainage wells, and junction boxes as needed throughout the City. Additionally, the City seeks to solicit bids from qualified Contractors to specifically provide scheduled and unscheduled (emergency) stormwater infrastructure cleaning and maintenance services for all areas of the City.

3.0.1 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.

3.0.2 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. Operational plan shall include the following:

- A. Company overview including management staff
- B. Supervisor(s) assigned to oversee the work and communicate with the Contract Coordinator and City staff as needed
- C. Equipment available and to be used to perform the work including make, model, year and function

- D. Approach to the project (how will crews be mobilized to perform services to optimize time on site, avoid rework, etc.)
- E. Safety plan (include Maintenance of Traffic- MOT, written safety policies and procedures)
- F. Information regarding the use of any subcontractors including subcontractor name, insurance information, and tasks to be performed
- G. Dewatering and disposal plan for all liquids, solids and special wastes including selected dewatering and disposal locations
- H. Communications of defective or broken catch basins, storm water lines, manholes, etc.
- I. Communicating catch basins, storm lines, manholes that are inaccessible and rescheduling work with staff
- J. Providing photo documentation or CCTV video upon staff request

3.0.3 Emergency / Unscheduled Service Hours

It shall be understood that the City may require unscheduled service at any given time, and that said service will be preceded by notification from the City one (1) hour prior to commencement of services. Service shall be available to the City 24 hours per day, 7 days per week, and 365 days per year. All work will be performed during the times prescribed by the City. Due to the nature of this contract, there will be no subcontracting allowed without written permission for the City.

3.0.4 Scheduled Services (At least 24-hours' notice)

Day Rate: 7:00 am to 6:00 pm. (Est. 100 hours annually)

Night Rate: 6:01 pm to 6:59 am (Est. 100 hours annually)

Weekend (Saturday 6:59am to Monday 6:59am)/ Holiday Rate (Est. 100 hours annually)

3.0.5 Unscheduled Services (At least 1-hour notice)

Day Rate: 7:00 am to 6:00 pm. (Est. 100 hours annually)

Night Rate: 6:01 pm to 6:59 am (Est. 100 hours annually)

Weekend (Saturday 6:59am to Monday 6:59am)/ Holiday Rate (Est. 100 hours annually)

3.0.6 Cleaning of Catch Basins, Storm Manholes, structures, and Junction Boxes **Contractor shall:**

- A. 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. This includes jet cleaning any outlet in a catch basin that is covered by debris, up to a maximum of fifty (50) feet.
- B. At the end of each work order, a list and a marked-up location map showing all catch basins that have been cleaned shall be submitted by the Contractor to the City Contract Manager, indicating the day of cleaning or maintenance work completion. A copy of the storm map with the date next to each catch basin indicating when it was cleaned shall be submitted to the Contract Manager as back up documentation prior to submitting the task order pay application.

- C. Contractor shall also provide a marked-up map identifying any catch basins that could not be cleaned due to either accessibility or maintenance issues. The City Contract Manager shall be informed of such locations on the same day the deficiency is discovered by the contractor, so he/she may request that the identified catch basin be cleaned at a later date.
- D. Contractor shall document any broken or defective catch basins and shall notify the City Contract Manager, or designee, of any such identified catch basins at the end of the working day with photos depicting the defect or damage.
- E. Contractor shall take photographs of cleaned catch basins shall be submitted to the City Contract manager 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 the City assigned stormwater asset ID number and correspond to the maps or plan for each work order assigned under this contract.
- F. Contractor shall identify all catch basins after they have been cleaned by marking them with a green painted dot on the face of the curb or next to the catch basin grate.

3.0.7 Cleaning of Storm Drainage Piping, Storm Lines, Outfalls, and Drainage Ditches Contractor shall:

- A. Completely flush all storm drainage piping, outfalls, and ditches of debris and accumulated sediment.
- B. At the end of each workday, contractor shall develop a list and marked-up on a location map of the storm drainage piping, outfalls, and ditches to be submitted to the City Contract Manager. When all storm drainage piping, outfalls, and ditches have been cleaned, 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 City Contract Manager or designee.
- C. Identify storm drainage piping, outfalls, and ditches that cannot be cleaned due to accessibility or maintenance issues. City Contract Manager or designee shall be informed of such storm locations (on the same day they're discovered) and may request that it be cleaned at a later date.
- D. Document any broken or defective storm drainage piping, outfalls, and ditches. Contractor shall notify the City Contract Manager or designee of any such identified storm drainage piping, outfalls, and ditches at the end of the working day.
- E. Take photographs/video of cleaned storm drainage piping, outfalls, and ditches to be submitted to the City Contract manager 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 storm plans or maps for each task order or as provided by the City for unscheduled / emergency work assigned under this contract.

F. Clear outfall blockages, including dredging of sediment or debris from the water side.

3.0.8 Conducting CCTV (Closed Circuit Television) Inspections

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 request the Contractor to perform CCTV inspections of this infrastructure. Contractor shall provide CCTV inspections, at the request of the City, including video footage, in GraniteNet Software CUES, Inc. electronic format, following the National Association of Sewer Service Companies (NASSCO) standards and guidelines. City will provide Contractor with a written request for CCTV inspection services. CCTV inspections shall occur on a schedule approved by the City Contract Manager for each work order.

3.0.9 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 by the City. 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.

A. The dewatering process shall be in compliance with National Pollutant Discharge Elimination System (NPDES) MS4 Permit for the City of Fort Lauderdale.

B. A plan should be formulated for collecting and disposing of sediment, waste materials and liquids while on site. It should identify:

1. Locations for trash and waste receptacles/equipment and establish a specific collection or hauling schedule.
2. Methods for the ultimate disposal of waste; should be specified and carried out according to applicable local and state health and safety regulations.
3. Special provisions should be made for the collection, storage, and disposal of liquid wastes and toxic or hazardous materials.
4. 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.
5. Waste should not be allowed to overflow its container or accumulate for excessively long periods.

C. All collected sediment, waste materials and other matter shall be properly disposed off-site after it has been dewatered according to NPDES requirements. Decanting liquids back into the stormwater system or sanitary sewer is strictly prohibited.

D. Provide appropriate disposal of petroleum, contaminated water/oil (liquid phase) in accordance with the Florida Environmental Protection Agency (FDEP) regulations.

E. Provide appropriate disposal of petroleum contact solids (solid phase) in accordance with the FDEP regulations.

F. Provide appropriate decontamination as needed in order to maintain the safety of site workers and storm water infrastructure in accordance with the FDEP regulations.

3.0.10 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.

3.0.11 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) City reserves the right to stop work should the Contractor fail to provide appropriate PPE.

3.0.12 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.

END OF SUB-SECTION

PART II – TECHNICAL SPECIFICATIONS**SECTION 02240 – DEWATERING & DISPOSAL OF HAZARDOUS OR TOXIC WASTE****3.1 Contractor shall:**

- 3.1.1** Be responsible for providing set-up and operation of a dewatering system to dewater specified excavations.
 - A.** The dewatering system shall be set-up in accordance with the Best Management Practices (BMP's) adopted by FDEP.
 - B.** Inspection and control of dewatering system operations will be in accordance with the FDEP guidelines established in the Florida Erosion and Sediment Control Inspector's Manual (current edition).
- 3.1.2** Continuously manage and control water recharge in order to facilitate and not impede cleaning or CCTV activities of stormwater infrastructure at all times including weekends, holidays, and during periods of work stoppages, and if needed, set-up and operate a contingency backup dewatering system to prevent work delays.

3.2 SUBMITTALS**Contractor shall:**

- 3.2.1** Provide name, address, and phone numbers of all subcontractors.
- 3.2.2** Submit a Dewatering Best Management Practices (BMP) Plan prior to the start of cleaning or CCTV activities expected to include dewatering operations. The Plan shall provide detailed descriptions of dewatering procedures to be utilized to meet the requirements of this Section. Methodologies to control dewatering discharge contamination include, but are not limited to:
 - A.** Holding tanks of adequate size and volume.
 - B.** Well pointing systems.
 - C.** Sump pumping systems.
 - D.** Chemical precipitation of particulates.
 - E.** Filter systems and siltation controls.
 - F.** Outfall booms.
- 3.2.3** Provide a Site Health and Safety Plan and Activity Hazard Analysis (AHA) for contaminated soil as specified in FDOT Section 02250, AFFECTED SOIL AND LIQUID DISPOSAL to include the following:
 - A.** A written description of the proposed method for temporary stockpiling, transportation, and disposal of all wastes.
 - B.** Copy of permits of disposal facilities.
 - C.** Certification of disposal of all wastes.
 - D.** Directions to the nearest hospital and phone number.
 - E.** Emergency contact phone numbers.
 - F.** Laboratory analyses and sampling plan required for transportation and disposal of all wastes in accordance with applicable federal, state, and local requirements.
- 3.2.4** Upon Completion of Remediation Activities, the following shall be provided:

- A. Copy of manifests for all wastes leaving the site.
- B. Copy of the laboratory analyses results from all sampling activities.
- C. Copy of closure reports that may be required.

3.3 SURFACE WATER CONTROL

Contractor shall:

- 3.3.1** Remove surface runoff controls when no longer needed.
- 3.3.2** Seal off or berm catch basins in the area(s) where CCTV activities would be required in order to perform the video inspection of stormwater facilities.
- 3.3.3** Drain all inlets or catch basins used for dewatering discharge shall be provided with silt and sediment removal barriers as approved by the PROJECT MANAGER.
 - A. All barriers shall be cleaned regularly to avoid sediment discharge into the storm drain system.
 - B. Cleaning or CCTV activities will be stopped at no cost to the CITY until sediment controls are properly maintained, installed, and in compliance with the dewatering permit.
 - C. All barriers shall be removed upon issuance of a hurricane warning.

3.4 DEWATERING SYSTEMS

- 3.4.1** Provide, set-up, and operate a dewatering system of sufficient size and capacity to permit cleaning or CCTV activities where required by City or necessary to complete a work order.
- 3.4.2** Dewatering systems shall include equipment and appurtenances as may be necessary including system components and or equipment to successfully complete the required cleaning or CCTV work orders.
- 3.4.3** Open trench pumping maybe permitted upon the approval of the CITY.
- 3.4.4** Provide, set-up, and operate Dewatering Systems:
 - A. To prevent loss of ground as water is removed.
 - B. To avoid inducing settlement or damage to existing facilities, completed Work, or adjacent property.
 - C. Avoid surface water pollution or discharge of sediment to storm drain systems or waterways.
- 3.4.5** Provide supplemental ditches and sumps only as necessary to collect water from local seeps. Discharge of water shall be conducted as approved by the local, state, and federal agencies and the CITY.
- 3.4.6** Provide controls to prevent surface water from entering private property or private storm systems.

3.5 PIPELINES UNDER WATER

- 3.5.1** In the event that it is found that the water in a pipe cannot be lowered by ordinary means, i.e., pumps, an alternate method may be proposed by the CONTRACTOR.

Complete details, specifications, manufacturer's descriptive literature, installation lists and any other pertinent data regarding the proposed alternate method shall be submitted as an alternate by the CONTRACTOR to the Engineer within 5 calendar days of the time that the CONTRACTOR anticipates using such alternate method.

3.5.2 If the CITY PROJECT MANAGER approves the alternate method in writing, it may be used, so long as the Work is performed in a manner which, in the opinion of the CITY PROJECT MANAGER, conforms to the method and procedure as set forth in the information supplied by the CONTRACTOR in his original application for use of an alternate method. The CITY PROJECT MANAGER may revoke approval of the alternate method if at any time, in his opinion, the Work is not conforming to any applicable portion of these Specifications.

3.5.3 No pipeline shall be modified without approval of the CITY.

3.6 DISPOSAL OF WATER

3.6.1 At the request of the City in a work order, CONTRACTOR shall collect, contain, and dispose of all water generated, pumped, or removed from stormwater facilities to an approved discharge point or facility, in accordance with Broward County Code of Regulation Sections 27-27, 27-193(a), 27-193(b) (3)a, and 27-196. CONTRACTOR shall secure, obtain, and pay for all necessary local, state, and federal permits, licenses, fees, and or approvals to discharge water or perform onsite or offsite treatment and disposal. Treat water collected by dewatering operations as required by all regulatory agencies, prior to discharge.

3.6.2 Discharge water as permitted, and in regulatory compliance with CONTRACTOR obtained discharge permits/licenses.

A. All discharge activities shall be performed so as to prevent silt and sediment discharge and eliminate any soil erosion or flooding, or otherwise damage existing facilities, completed Work, or adjacent property.

B. Maximum allowable turbidity of discharges to surface waters or storm drains will be 10 NTU's.

C. Sump discharges cannot be discharged directly to storm drains or surface waters without treatment per City requirements.

3.6.3 Affected storm stormwater outfalls shall be protected with floating silt booms as approved by the Broward County Department of Environmental Planning and Protection (BCDPEP) and the PROJECT MANAGER. All accumulated debris resulting from the dewatering discharge collecting in the boom shall be removed on a daily basis.

3.6.4 Visible silt plumes emanating from the area around the outfalls will be considered a failure of the silt and sediment removal measures and may result in a Notice of Violation issued by BCDPEP. The CONTRACTOR will be responsible for all fines associated with the violation of the dewatering permit conditions issued to the CONTRACTOR.

3.6.5 Failure to control dewatering discharges as described above and as detailed in the Florida Erosion and Sediment Control Inspector's Manual, may result in an order to cease dewatering operations until the discharge problems are corrected. No claims will be accepted for costs or delays associated with unacceptable dewatering discharge practices.

3.7 CONTAMINATED GROUNDWATER AND DISPOSAL REQUIREMENTS

- 3.7.1** If CONTRACTOR suspects, witnesses, or identifies, groundwater contamination at any time during the performance of the Work, CONTRACTOR shall notify the PROJECT MANAGER immediately. Results will be obtained by the onsite mobile laboratory.
- 3.7.2** If analytical testing (by CITY or CITY-designated laboratory or subcontractor) documents and indicates elevated concentrations above FDEP action levels (Chapter 62-777, Florida Administrative Code) as verified by the PROJECT MANAGER, dewatering operations will be suspended until appropriate treatment and or construction measures can be implemented. CONTRACTOR shall not resume operations until notified to do so in writing by the PROJECT MANAGER and construction of the remaining stormwater pipelines in that area will be installed in the wet or normal construction activities shall be resumed in other areas determined by the PROJECT MANAGER. There shall be no delay or mobilization claim associated with moving to another project area unless all other Work has been completed. In addition, the local agency will be immediately notified via telephone and in writing by the CITY. Dewatering activities in the area will not proceed until review of the matter with the local agency is resolved and written authorization is issued.
- 3.7.3** Treatment of the groundwater will include three options depending on the magnitude of the contamination in the trench or as determined by the PROJECT MANAGER: Granular Activated Carbon (GAC) Treatment Vessels, Mobile Air Stripping Units, or Vacuum Truck Removal and Disposal or other method as approved by the PROJECT MANAGER. The CONTRACTOR will provide a submittal list of all qualified groundwater remediation subcontractors for GAC vessel treatment/portable air stripping unit and vacuum truck disposal including phone numbers, contact names, and addresses prior to start of construction. The selected groundwater treatment/recycling facility for hauling contaminated groundwater shall also be identified.
- 3.7.4** If contaminated groundwater in the dewatering trench is encountered, the remediation operations will begin once local agency approval is obtained. Contaminated water will be disposed first into a high volume holding (FRAC) tank and then treated through a GAC unit/portable air stripper or recovered into vacuum hauling trucks for disposal.
- 3.7.5** Effluent water from the treatment system will be analyzed by the onsite mobile laboratory to confirm that concentrations are below regulatory limits. Effluent water will then be directed to a pre-approved alternative location as determined by local agency and/or the Engineer.
- 3.7.6** A Dewatering Plan describing the dewatering approach, groundwater monitoring, and remediation alternative is attached.

END OF SUB-SECTION

PART III – TECHNICAL SPECIFICATIONS (CONT.)**3.8 SECTION 02410 - FLOW BYPASS PUMPING SYSTEM****3.9.1 System Description****A. Performance Requirements:**

1. It is essential to the operation of the existing stormwater system that there is no interruption in the flow of stormwater throughout the duration of the Project. CONTRACTOR shall provide, maintain, and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and backup units as required), conduits, and all necessary power to intercept the stormwater flow before it reaches the point where it would interfere with the Work, carry it past the Work, and return it to the existing stormwater downstream of the Work.
2. Prepare, set-up, and operate the temporary pumping system.
3. Convey the stormwater safely past this Work area. Do not stop or impede the main flows under any circumstances.
4. Maintain stormwater flow around the Work area in a manner that will not cause surcharging of sewers, damage to sewers, and that will protect public and private property from damage and flooding.
5. Protect water resources, wetlands, and other natural resources.

B. Design Requirements:

1. Provide all pipeline plugs, pumps of adequate size to handle peak flow, and temporary discharge piping to ensure that the total flow of the stormwater can be safely diverted around the section to be replaced. The system operating pressure shall be as required to pump into the system.
2. Install one bypass pump at each drainage structure to be bypassed. There shall be one back-up pump ready for immediate use in the event of any emergency or breakdown of any of the pumps. Each pumping location shall have provisions for immediate installation of a redundant pump without shutting the system down.
3. Single discharge piping shall be provided for all bypass pumping operations. Each individual discharge pipeline shall be of adequate size to convey the required flow for the system's normal operating pumps.
4. Prevent unauthorized access to the bypass pumping equipment, withdrawal drainage structure and discharge drainage structure.
5. To minimize odors, install the discharge piping to within 2 feet of the drainage structure bottom and provide lockable security covers with an inspection door over all section and discharge structures. Covers can be made of ¾ inch plywood, securely fastened over the drainage structures.
6. If Work has been scheduled and approved by CITY to be conducted at night, maintain onsite portable lights for emergency use only.
7. Discharge must have an isolation valve and a check valve.
8. Pump station cleanouts shall not be used for bypass pumping.

3.9.2 SUBMITTALS**A. Drawings:**

Provide plans and descriptions outlining all provisions and precautions regarding the handling of existing stormwater flows. This plan must be specific and complete including such items as schedules, locations, elevations, capacities of equipment, materials, and all other incidental items necessary and / or required to ensure proper protection of the facilities, including protection of public and private property from damage and flooding by surcharging of sewers. The plan shall include, but not be limited to details of the following:

1. Staging area for pumps
2. Stormwater plugging method and types of plugs
3. Size, material, location, and method of installation of suction piping
4. Size, material, method of installation, and location of installation of discharge piping
5. Bypass pump sizes, capacity, and power requirements
6. Calculations of static life, friction losses and flow velocity (pump curves showing pump operating range shall be submitted)
7. Downstream discharge plan
8. Method of protecting discharge drainage structures from surface water infiltration, erosion, and damage
9. Pipe restraint methods and locations
10. Section showing any suction and discharge pipe depth, embedment, select fill and special backfill where required
11. Method of noise control for each pump
12. Any temporary pipe supports, and anchoring required
13. Plans for access to bypass pumping location
14. Calculations for selection of bypass pumping pipe size
15. Schedule for installation of and maintenance of bypass pumping lines
16. Plan indicating selected location of bypass pumping line and air valve locations
17. Inventory of disinfection materials in case of spillage

B. Quality Control Submittals:

1. Certification of vendor's compliance with qualifications included in article QUALITY ASSURANCE.
2. Weekly maintenance and inspection logs.

3.9.3 QUALITY ASSURANCE

- A.** System operators to be full-time employees or specialized vendor with minimum 1-year experience in operating and maintaining bypass systems.
 - 1. Provide five (5) references from projects of similar size performed in the past three (3) years.
- B.** Be responsible for any spillage that results in civil or criminal charges from any local, state or federal agency. Bear costs for these charges and any required restoration.

3.9.4 MAINTENANCE**A. Maintenance Service:**

Ensure that the temporary pumping system is properly maintained and that a responsible operator is present at the site at all times when pumps are operating.

B. Extra Materials:

Spare parts for pumps and piping shall be kept onsite as necessary. Spare parts shall include, but not be limited to the following: Extra pipe for each size and repair materials for each bypass discharge line installed and backup pump.

- C.** Adequate hoisting equipment for each pump and accessories shall be maintained on the site.

3.9.5 BYPASS PIPING MATERIALS**A. Header Piping:**

Header piping shall be used to connect the pumps to the discharge piping. The header shall be constructed of rigid pipe with positive, restrained joints with a total maximum length of 50 feet. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Header piping will only be allowed in short sections and by specific permission from the PROJECT MANAGER or CITY.

B. Discharge Piping:

Discharge piping shall be used from the connection at the header piping to the discharge point. Discharge piping and fittings shall be PVC pressure Class 100 conforming to AWWA C-900 standards. At the beginning of the Project, all discharge piping shall be new or shall be successfully pressured testing at 1.5 times the maximum discharge pressure of the pumping system to be used for bypass pumping. Pressure test shall be conducted in the presence of a registered professional engineer in the state of Florida. Said engineer shall submit a report to the PROJECT MANAGER stipulating the materials, methods and results of the test and recommendation for safe and reliable use on this project. Discharge piping may be re-used for subsequent flow bypass pumping system placements however, the CITY or PROJECT MANAGER at their sole discretion shall have the right to reject sections of discharge piping deemed by either of them to be unserviceable.

3.9.6 EQUIPMENT

- A.** All pumps used shall be fully automatic self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The primary and secondary pumps may either be electric or diesel. Pumps can be trailer mounted. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of flows.
- B.** Provide the necessary stop / start controls and a visual alarm indicating a pump malfunction for each pump.

- C. The back-up pump shall be online, isolated from the primary system by a valve.
- D. Incorporate noise prevention measure for any and all equipment being used to insure minimum noise impact on the surrounding areas. If permission has been granted to the CONTRACTOR by CITY to work beyond normal work hours, the following provisions shall be followed:
 - 1. Include hospital grade silencers or mufflers, equipment modifications and special equipment or sound barrier walls as necessary to limit noise levels below 55 decibels at a distance of 25 feet in the direction of any residential home for all diesel powered back up pumps.
 - 2. In the event the CONTRACTOR fails to comply with maximum permissible noise level decibels in the operation of the flow bypass pumping system, the CITY or PROJECT MANAGER may order the CONTRACTOR to stop operation of the flow bypass pumping system until such time as specified noise levels are achieved. The termination of the flow bypass pumping system for such reason shall not be the basis for any extension of Contract time nor for any claim for additional compensation.

3.9.7 PREPARATION

A. Precautions:

- 1. Locate any existing utilities in the area selected to locate the bypass pipelines. Locate bypass pipelines to minimize any disturbance to existing utilities, traffic and pedestrian access and obtain approval of the pipeline locations from CITY, property owners, all utilities, and the PROJECT MANAGER prior to installation.
- 2. Bypass pump all stormwater flows as necessary while performing Work and coordinate all bypass pumping operations with the PROJECT MANAGER.

3.9.8 INSTALLATION

- A. Plugging or blocking of stormwater flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, it is to be removed in a manner that permits the stormwater flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- B. When working inside drainage structures, exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible or oxygen-deficient atmospheres and confined spaces.
- C. The bypass pipeline must be located off streets, sidewalks and shoulders of the roads. CONTRACTOR must obtain CITY's approval for method(s) used when the bypass pipeline crosses local streets and private driveways. Maintenance of traffic shall be in accordance with FDOT Section 010010, GENERAL REQUIREMENTS. Obtain approvals for placement of the temporary pipeline within public rights-of-ways.
- D. Protect the bypass discharge line from damage in the areas of backhoe operations. Protection shall be by either concrete jersey barriers, water filled barriers or wood timbers.
- E. Confine the bypass discharge pipeline to the area within the temporary construction area and permanent easement. Concrete barriers or timber deadman posts can be used to confine the movement of the discharge pipeline during relocation.

3.9.9 FIELD QUALITY CONTROL

- A. Test:** Perform a hydrostatic pressure test for each section of discharge piping with a maximum pressure equal to 1.5 times the maximum operating pressure of the system. The PROJECT MANAGER or CITY shall witness the test to ensure that there are no leaks in the discharge piping prior to actual operation.
- B.** Bypass pumping shall be prohibited unless lining activities are actively being performed. Bypass pumping shall be supervised continuously by qualified onsite personnel during bypass operation.

3.9.10 CLEANING

- A.** Stormwater remaining in the bypass discharge pipeline and / or pumping equipment shall be flushed with city water and discharged to a working stormwater before the bypass pumping system is broken down and moved to the next section. City water service must be protected by use of a backflow preventer.
- B. Disturbed area:** Upon completion of the bypass pumping operation, clean up all areas disturbed by these operations, restoring same to a condition, including pavement restoration, at least equal to that which existed prior to the start of the Work.

END OF SUB-SECTION

PART IV - TECHNICAL SPECIFICATION (CONT.) – FDOT SECTION 02660 – ROOT REMOVAL**3.11 REQUIREMENTS**

The work specified in this section includes all labor, materials, accessories, equipment, and tools necessary for chemical root treatment, root removal and re- growth inhibition without damaging the trees, the environment, wildlife or any adjoining structure. All roots found in the stormwater line (mainline and service laterals) during CCTV inspections per FDOT Section 02136 TELEVISION SURVEY shall be chemically treated and removed prior to pipe lining. Chemical grouting shall be used to fill holes in the pipe of 1 inch diameter or larger that resulted from root penetration.

3.12 SUBMITTALS

3.12.1 The CONTRACOR shall submit the following in accordance with FDOT Section 01300 – SUBMITTALS:

- A.** A specimen product label showing the United States Environmental Protection Agency (EPA) registration.
- B.** A specimen product label indicating EPA approval of the products for stormwater lines.
- C.** The manufacturer's recommended guidelines for proper mixing ratios for maximum daily use of materials.
- D.** Material Safety Data Sheets (MSDS) for the product.

3.12.2 The above information data shall clearly indicate compliance with the specifications. The CONTRACTOR shall submit written exceptions to the specifications.

3.13 PRODUCTS**3.13.1 General**

Materials shall be EPA registered and labeled for use in stormwater lines and acceptable to the state and local government agencies having jurisdiction over its use.

3.13.2 Chemical Root Treatment

- A.** The chemical root treatment material shall be of a type which has documented record of satisfactory performance in stormwater pipelines. The active ingredient of the chemical root treatment shall be Dichlorobenil. This active ingredient for killing roots shall be an aquatically approved, non-systemic herbicide (Dichlorobenil), which will kill roots at low concentrations, but will not permanently affect parts of the plant distance from the treated roots. The active ingredient must be detoxified by natural chemical / biochemical processes following its use.
- B.** The active ingredient for inhibiting root growth (Dichlorobenil) in stormwater lines shall inhibit root cell growth on contact but shall not be transported so as to damage other portions of the trees. The material shall form a persistent chemical barrier suppressing the growth of root tips. The material shall be sufficiently stable under conditions of use to provide protection for twelve months.
- C.** To improve transportation of the active ingredients into root tissues, the root treatment material shall contain emulsifiers to degrease root masses and remove fatty acids from root tissue.

3.13.3 Mechanical Root Removal

Roots shall be removed in the pipe segments to be rehabilitated by the installation of the cured-in-place liners. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines and equipment such as high velocity jet cleaners.

3.13.4 Chemical Grouting

The CONTRACTOR shall perform chemical grouting, if required

3.14 EXECUTION

3.14.1 All materials and mixing application procedures for chemical root treatment shall conform to the latest industrial standards and requirements and follow the recommendations of the manufacturer of the chemical root treatment material used.

3.14.2 After each segment of stormwater pipe has been inspected via the Preconstruction Survey, in accordance with FDOT Section 02136 TELEVISION SURVEY, all identified areas of root infestation shall be identified and approved by PROJECT MANAGER before any root treatment and removal activities are performed. Root treatment and removal shall consist of chemical treatment followed by mechanical removal. Mechanical root removal shall not occur any less than 45 calendar days after chemical treatment has been accomplished. Stormwater line cleaning in preparation of pipe lining as specified in FDOT Section 02650 PREPARATORY CLEANING, shall occur only after all root treatment and removal activities have been completed.

3.14.3 Mechanical root removal shall be performed by the CONTRACTOR and shall capture and remove all root material flush with the interior pipe wall. Root penetrations through pipe joints, holes or through other means, shall be sealed with chemical grout where openings are 1 inch in diameter or larger or as required by CITY.

3.14.4 Root tips are the principal growth areas and are the surfaces most effectively penetrated by root treatment chemicals. When the root tips are damaged or removed by stormwater line cleaning, chemical treatment will be less effective. Consequently, no cleaning shall be performed in lines prior to chemical root treatment unless extensive grease, root masses, or debris preclude proper application of this material.

3.15 FLOW CONTROL

Stormwater service shall not be interrupted during root treatment. In situations where it is necessary, the CONTRACTOR shall block / bypass flow in accordance with FDOT Section 02410, FLOW BYPASS PUMPING SYSTEM.

3.16 PERSONAL PROTECTIVE EQUIPMENT

The CONTRACTOR shall use appropriate protective clothing and equipment as recommended by the manufacturer during the use and handling of the material.

3.17 MIXING PROCEDURES

All materials shall be delivered to the site in undamaged, unopened containers bearing the manufacturer's label. Mixing of the root treatment materials shall be done no more than 12 hours prior to use. The water used shall be clear and free of acid, alkali, oxidizing agents, oil, or other organic materials. Mixing water temperature shall be between 40 degrees F and 80 degrees F.

3.18 APPLICATION PROCEDURES

3.18.1 Where conditions permit, the volume of foam shall be sufficient to completely fill the air space above the flow, manhole to manhole. In all cases, the volume of foam delivered to the stormwater line shall be sufficient to attach to and penetrate all the root masses.

3.18.2 The foam shall be applied to sufficient pressure to penetrate a minimum of 5 feet into all laterals.

END OF SUB-SECTION

**PART V - TECHNICAL SPECIFICATION (CONT.)
FROM FDOT SPECIFICATION SECTION 104 – PREVENTION, CONTROL, AND ABATEMENT OF
EROSION AND WATER POLLUTION**

104-1 Description.

Provide erosion control measures on the project and in areas outside the right-of-way where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project right-of-way and damage to work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the Plans or as may be directed by the Engineer.

104-2 General.

Coordinate the installation of temporary erosion control features with the construction of the permanent erosion control features to the extent necessary to ensure economical, effective, and continuous control of erosion and water pollution throughout the life of the Contract.

Due to unanticipated conditions, the Engineer may direct the use of control features or methods other than those included in the original Contract. In such event, the Department will pay for this additional work as unforeseeable work.

104-3 Control of Contractor's Operations Which May Result in Water Pollution.

Prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments with fuels, oils, bitumens, calcium chloride, or other harmful materials. Also, conduct and schedule operations to avoid or otherwise minimize pollution or siltation of such water impoundments, and to avoid interference with movement of migratory fish. Do not dump any residue from dust collectors or washers into any live stream.

Restrict construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals, and other water impoundments to those areas where it is necessary to perform filling or excavation to accomplish the work shown in the Plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, promptly clear rivers, streams, and impoundments of all obstructions placed therein or caused by construction operations.

Do not frequently ford live streams with construction equipment. Wherever an appreciable number of stream crossings are necessary at any one location, use a temporary bridge or other structure.

Except as necessary for construction, do not deposit excavated material in rivers, streams, canals, or impoundments, or in a position close enough thereto, to be washed away by high water or runoff.

Where pumps are used to remove highly turbid waters from enclosed construction areas such as cofferdams or forms, treat the water by one or more of the following methods prior to discharge into State waters: pumping into grassed swales or appropriate vegetated areas or sediment basins, or confined by an appropriate enclosure such as turbidity barriers when other methods are not considered appropriate.

Do not disturb lands or waters outside the limits of construction as staked, except as authorized by the Engineer.

Obtain the Engineer's approval for the location of, and method of operation in, borrow pits, material pits, and disposal areas furnished for waste material from the project (other than commercially operated sources) such that erosion during and after completion of the work will not result in probability of detrimental siltation or water pollution.

104-4 Materials for Temporary Erosion Control.

The Engineer will not require testing of materials used in construction of temporary erosion control features other than as provided for geotextile fabric in 985-3 unless such material is to be incorporated into the completed project. When no testing is required, the Engineer will base acceptance on visual inspection.

The Contractor may use new or used materials for the construction of temporary silt fence, staked turbidity barriers, and floating turbidity barrier not to be incorporated into the completed project, subject to the approval of the Engineer.

104-5 Preconstruction Requirements.

At the Preconstruction Conference, provide to the Department an Erosion Control Plan meeting the requirements or special conditions of all permits authorizing project construction. If no permits are required or the approved permits do not contain special conditions or specifically address erosion and water pollution, the project Erosion Control Plan will be governed by this Section 104.

When a DEP generic permit is issued, the Contractor's Erosion Control Plan shall be prepared to accompany the Department's Stormwater Pollution Prevention Plan (SWPPP). Ensure the Erosion Control Plan includes procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-storm water discharges, such as contaminated groundwater or accidental spills. Do not begin any soil disturbing activities until Department approval of the Contractor's Erosion Control Plan, including required signed certification statements.

Failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements may be considered a violation of the DEP Generic Permit.

When the SWPPP is required, prepare the Erosion Control Plan in accordance with the planned sequence of operations and present in a format acceptable to the Department. The Erosion Control Plan shall describe, but not be limited to, the following items or activities:

For each phase of construction operations or activities, supply the following information:

- Locations of all erosion control devices
- Types of all erosion control devices
- Estimated time erosion control devices will be in operation
- Monitoring schedules for maintenance of erosion control devices
- Methods of maintaining erosion control devices
- Containment or removal methods for pollutants or hazardous wastes
- The name and telephone number of the person responsible for monitoring and maintaining the erosion control devices.

Submit for approval the Erosion Control Plans meeting paragraphs below:

Projects permitted by the South Florida Water Management District require the following:

- Obtain the Engineer's approval of the Erosion Control Plan.
- Do not begin construction activities until the Erosion Control Plan receives written approval from the Engineer.

Projects authorized by permitting agencies other than the Water Management Districts or projects for which no permits are required require the following:

- The Engineer will review and approve the Contractor's Erosion Control Plan.
- Do not begin construction activities until the Erosion Control Plan.
- Receives written approval from the Engineer. Comply with the approved Erosion Control Plan.

104-6 Construction Requirements.

104-6.1 Limitation of Exposure of Erodible Earth: The Engineer may limit the surface areas of unprotected erodible earth exposed by the construction operation and may direct the Contractor to provide erosion or pollution control measures to prevent contamination of any river, stream, lake, tidal waters, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project right-of-way or damage to the project. Limit the area in which excavation and filling operations are being performed so that it does not exceed the capacity to keep the finish grading, turf, sod, and other such permanent erosion control measures current in accordance with the accepted schedule.

Do not allow the surface area of erodible earth that clearing and grubbing operations or excavation and filling operations expose to exceed 750,000 square feet without specific prior approval by the Engineer. This limitation applies separately to clearing and grubbing operations and excavation and filling operations.

The Engineer may increase or decrease the amount of surface area the Contractor may expose at any one time.

104-6.2 Incorporation of Erosion and Sediment Control Features: Incorporate permanent erosion control features into the project at the earliest practical time. Use temporary erosion and sediment control features found in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (E&SC Manual) to correct conditions that develop during construction which were not foreseen at the time of design, to control erosion and sediment prior to the time it is practical to construct permanent control features, or to provide immediate temporary control of erosion and sediment that develops during normal construction operations, which are not associated with permanent erosion control features on the project. An electronic version of the E&SC Manual can be found at the following URL:

<http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/Files/FLerosionSedimentManual.pdf>

Install all sediment control devices in a timely manner to ensure the control of sediment and the protection of lakes, streams, gulf or ocean waters, or any wetlands associated therewith and to any adjacent property outside the right-of-way as required.

Complete the installation of sediment control devices prior to the commencement of any earthwork. After installation of sediment control devices, repair portions of any devices damaged at no

expense to the Department. The Engineer may authorize temporary erosion and sediment control features when finished soil layer is specified in the Contract and the limited availability of that material from the grading operations will prevent scheduled progress of the work or damage the permanent erosion control features.

104-6.3 Scheduling of Successive Operations: Schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposure of uncompleted construction to the elements is as short as practicable.

Schedule and perform clearing and grubbing so that grading operations can follow immediately thereafter. Schedule and perform grading operations so that permanent erosion control features can follow immediately thereafter if conditions on the project permit.

104-6.4 Details for Temporary Erosion and Sediment Control Features:

104-6.4.1 General: Use temporary erosion, sediment and water pollution control features found in the E&SC Manual. These features consist of, but are not limited to, temporary turf, rolled erosion control products, sediment containment systems, runoff control structures, sediment barriers, inlet protection systems, silt fences, turbidity barriers, and chemical treatment. For design details for some of these items, refer to the Design Standards and E&SC Manual.

104-6.4.2 Temporary Turf: The Engineer may designate certain areas of turf or sod constructed in accordance with Section 570 as temporary erosion control features. For areas not defined as sod, constructing temporary turf by seeding only is not an option for temporary erosion control under this Section. The Engineer may waive the turf establishment requirements of FDOT Section 570 for areas with temporary turf that will not be a part of the permanent construction.

104-6.4.3 Runoff Control Structures: Construct runoff control structures in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function.

104-6.4.4 Sediment Containment Systems: Construct sediment containment systems in accordance with the details shown in the Plans, the E&SC Manual, or as may be approved as suitable to adequately perform the intended function. Clean out sediment containment systems as necessary in accordance with the Plans or as directed.

104-6.4.5 Sediment Barriers: Provide and install sediment barriers according to details shown in the Plans, as directed by the Engineer, or as shown in the E&SC Manual to protect against downstream accumulation of sediment. Sediment Barriers include, but are not limited to synthetic bales, silt fence, fiber logs and geosynthetic barriers. Reusable barriers that have had sediment deposits removed may be reinstalled on the project as approved by the Engineer.

104-6.4.6 Silt Fence:

104-6.4.6.1 General: Furnish, install, maintain, and remove silt fences, in accordance with the manufacturer's directions, these Specifications, the details as shown in the Plans, the Design Standards, and the E&SC Manual.

104-6.4.6.2 Materials and Installation: Use a geotextile fabric made from woven or nonwoven fabric, meeting the physical requirements of Section 985 according to those applications for erosion control.

Choose the type and size of posts, wire mesh reinforcement (if required), and method of installation. Do not use products which have a separate layer of plastic mesh or netting. Provide a durable and effective silt fence that controls sediment comparable to the Design Standards and the E&SC Manual.

Erect silt fence at upland locations, across ditch lines and at temporary locations shown in the Plans or approved by the Engineer where continuous construction activities change the natural contour and drainage runoff. Do not attach silt fence to existing trees unless approved by the Engineer.

104-6.4.6.3 Inspection and Maintenance: Inspect all silt fences immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, install additional silt fences as directed by the Engineer.

Remove sediment deposits when the deposit reaches approximately 1/2 of the volume capacity of the silt fence or as directed by the Engineer. Dress any sediment deposits remaining in place after the silt fence is no longer required to conform with the finished grade and prepare and seed them in accordance with FDOT Section 570.

104-6.4.7 Floating Turbidity Barriers and Staked Turbidity Barriers: Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The Contractor may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. The Engineer will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern. Install the barriers in accordance with the details shown in the Plans or as approved by the Engineer. Ensure that the type barrier used, and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. The Engineer may approve alternate methods or materials.

Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters and minimize damage to areas where floating barriers installed.

104-6.4.8 Inlet Protection System: Furnish and install inlet protection systems as shown in the Plans, Design Standards and the E&SC Manual.

104-6.4.9 Rolled Erosion Control Products (RECPs):

104-6.4.9.1 General: Install RECPs in locations where temporary protection from erosion is needed. Two situations occur that require artificial coverings. The two situations have differing material requirements, which are described below.

1. Use RECPs composed of natural or synthetic fiber mats, plastic sheeting, or netting as protection against erosion, when directed by the Engineer, during temporary pauses in construction caused by inclement weather or other circumstances. Remove the material when construction resumes.
2. Use RECPs as erosion control blankets, at locations shown in the Plans, to facilitate plant growth while permanent grassing is being established. For the purpose described, use non-toxic, biodegradable, natural or synthetic woven fiber mats. Install erosion control blankets capable of sustaining a maximum design velocity of 6.5 ft/sec as determined from tests performed by Utah State University, Texas Transportation Institute or an independent testing laboratory approved by the Department. Furnish to the Engineer, two certified copies of manufacturers test reports showing that the erosion control blankets meet the requirements of this Specification. Certification must be attested, by a person having legal authority to bind the manufacturing company. Also, furnish two 4- by 8-inch samples for product identification. The manufacturers test records shall be made available to the Department upon request. Leave the material in place, as installed, to biodegrade.

104-6.4.10 Chemical Treatment: Provide chemical treatment in accordance with the E&SC Manual. Chemical treatment may be used to clarify turbid or sediment laden water that does not yet meet state water quality standards or as an amendment to other erosion prevention and sediment control products to aid in their performance. The contractor must provide all the required toxicity testing information in accordance with the E&SC Manual to the Engineer for review and acceptance prior to using any chemical treatment on the project site.

104-6.5 Removal of Temporary Erosion Control Features: In general, remove or incorporate into the soil any temporary erosion control features existing at the time of construction of the permanent erosion control features in an area of the project in such a manner that no detrimental effect will result. The Engineer may direct that temporary features be left in place.

104-7 Maintenance of Erosion and Sediment Control Features.

104-7.1 General: Provide routine maintenance of permanent and temporary erosion and sediment control features, at no expense to the Department, until the project is complete and accepted. If reconstruction of such erosion and sediment control features is necessary due to the Contractor's negligence or carelessness or, in the case of temporary erosion and sediment control features, failure by the Contractor to install permanent erosion control features as scheduled, the Contractor shall replace such erosion control features at no expense to the Department. If reconstruction of permanent or temporary erosion and sediment control features is necessary due to factors beyond the control of the Contractor, the Department will pay for replacement under the appropriate Contract pay item or items.

Inspect all erosion and sediment control features at least once every seven calendar days and within 24 hours of the end of a storm of 0.50 inches or greater. Maintain all erosion control features as required in the Stormwater Pollution Prevention Plan, Contractor's Erosion Control Plan and as specified in the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

104-8 Protection During Suspension of Contract Time.

If it is necessary to suspend the construction operations for any appreciable length of time,

shape the top of the earthwork in such a manner to permit runoff of rainwater, and construct earth berms along the top edges of embankments to intercept runoff water. Provide temporary slope drains to carry runoff from cuts and embankments that are in the vicinity of rivers, streams, canals, lakes, and impoundments. Locate slope drains at intervals of approximately 500 feet and stabilize them by paving or by covering with waterproof materials. Should such preventive measures fail, immediately take such other action as necessary to effectively prevent erosion and siltation. The Engineer may direct the Contractor to perform, during such suspensions of operations, any other erosion and sediment control work deemed necessary.

104-9 Method of Measurement.

When separate items for temporary erosion control features are included in the Contract, the quantities to be paid for will be:

- 104-9.1** the area, in square yards, of rolled erosion control products.
- 104-9.2** the length, in feet, of runoff control structures, measured along the surface of the work constructed.
- 104-9.3** the number of sediment containment systems constructed and accepted.
- 104-9.4** the number of sediment containment system cleanouts accomplished and accepted
- 104-9.5** the length, in feet, of sediment barriers.
- 104-9.6** the length, in feet, of floating turbidity barrier.
- 104-9.7** the length, in feet, of staked turbidity barrier.
- 104-9.8** the number of inlet protection systems.
- 104-9.9** the area, in square yards, of chemical treatment.
- 104-9.10** the number of floc logs or drums of product for chemical treatment.

END OF SECTION

EXHIBIT B

Hinterland Group, Inc.

Bid Contact Daniel Duke III
asharpe@hinterlandgroup.com
Ph 321-633-7066

Address 5580 S.R. 524
Cocoa, FL 32926

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
973-11905-01-01	CCTV Inspections Labor Per Hour	Supplier Product Code:	First Offer - \$100.00	100 / hour	\$10,000.00 Y Y
973-11905-01-02	CCTV Inspections Overtime labor (As needed)	Supplier Product Code:	First Offer - \$100.00	25 / hour	\$2,500.00 Y
973-11905-01-03	Stormwater Pipes 3" - 18"	Supplier Product Code:	First Offer - \$3.00	8000 / linear foot	\$24,000.00 Y
973-11905-01-04	Stormwater Pipes 19" - 30"	Supplier Product Code:	First Offer - \$4.00	6000 / linear foot	\$24,000.00 Y
973-11905-01-05	Stormwater Pipes 31" - 54"	Supplier Product Code:	First Offer - \$5.00	1000 / linear foot	\$5,000.00 Y
973-11905-01-06	Stormwater Pipes 60" - 72"	Supplier Product Code:	First Offer - \$5.00	100 / linear foot	\$500.00 Y
973-11905-01-07	Stormwater Pipes 84" - 96"	Supplier Product Code:	First Offer - \$5.00	100 / linear foot	\$500.00 Y
973-11905-01-08	Manholes	Supplier Product Code:	First Offer - \$75.00	50 / each	\$3,750.00 Y
973-11905-01-09	Junction Boxes	Supplier Product Code:	First Offer - \$75.00	25 / each	\$1,875.00 Y
973-11905-01-10	Catch Basins	Supplier Product Code:	First Offer - \$75.00	200 / each	\$15,000.00 Y
973-11905-01-11	Cost of Quadrant 1	Supplier Product Code:	First Offer - \$35,233.00	1 / each	\$35,233.00 Y
973-11905-01-12	Cost of Quadrant 2	Supplier Product Code:	First Offer - \$41,270.00	1 / each	\$41,270.00 Y

973-11905-01-13	Cost of Quadrant 3	Supplier Product Code:	First Offer - \$27,503.00	1 / each	\$27,503.00	Y
973-11905-01-14	Cost of Quadrant 4	Supplier Product Code:	First Offer - \$30,148.00	1 / each	\$30,148.00	Y
973-11905-01-15	Disposal of Contaminated Liquids	Supplier Product Code:	First Offer - \$1.00	99000 / gallon	\$99,000.00	Y
Supplier Total						\$320,279.00

EXHIBIT B

JOHNSON ENVIRONMENTAL SERVICES

Bid Contact: ALBERT PANZARELLA
alpanz@johnsones.com
Ph 954-776-5931
Fax 954-776-5955

Address: 4700 POWERLINE ROAD
FORT LAUDERDALE, FL 33309

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attach.	Docs
973-11905-01-01	CCTV Inspections Labor Per Hour	Supplier Product Code: Supplier Notes: THE FOLLOWING ITEMS ARE ATTACHED AS REQUESTED PER BID REQUIREMENTS: 1. QUESTIONNAIRE 2. OPERATIONAL PLAN 3. ADDENDUM NO. 1 4. SUBCONTRACTORS CO. AND WASTE TRANSFER LICENSE 5. JFS BWD CTY LOCAL BUSINESS TAX RECEIPT 6. JES OPERATING PERMIT 7. JES COI	First Offer - \$2.50	100 / hour	\$250.00	Y	Y
973-11905-01-02	CCTV Inspections Overtime labor (As needed)	Supplier Product Code:	First Offer - \$2.95	25 / hour	\$73.75	Y	
973-11905-01-03	Stormwater Pipes 3" - 18"	Supplier Product Code:	First Offer - \$3.50	8000 / linear foot	\$28,000.00	Y	
973-11905-01-04	Stormwater Pipes 19" - 30"	Supplier Product Code:	First Offer - \$5.00	6000 / linear foot	\$30,000.00	Y	
973-11905-01-05	Stormwater Pipes 31" - 54"	Supplier Product Code:	First Offer - \$15.00	1000 / linear foot	\$15,000.00	Y	
973-11905-01-06	Stormwater Pipes 60" - 72"	Supplier Product Code:	First Offer - \$35.00	100 / linear foot	\$3,500.00	Y	
973-11905-01-07	Stormwater Pipes 84" - 96"	Supplier Product Code:	First Offer - \$50.00	100 / linear foot	\$5,000.00	Y	
973-11905-01-08	Manholes	Supplier Product	First Offer - \$94.00	50 / each	\$4,700.00	Y	

Code:

973-11905-01-09	Junction Boxes	Supplier Product Code:	First Offer - \$94.00	25 / each	\$2,350.00	Y
973-11905-01-10	Catch Basins	Supplier Product Code:	First Offer - \$94.00	200 / each	\$18,800.00	Y
973-11905-01-11	Cost of Quadrant 1	Supplier Product Code:	First Offer - \$30,660.00	1 / each	\$30,660.00	Y
973-11905-01-12	Cost of Quadrant 2	Supplier Product Code:	First Offer - \$30,660.00	1 / each	\$30,660.00	Y
973-11905-01-13	Cost of Quadrant 3	Supplier Product Code:	First Offer - \$30,660.00	1 / each	\$30,660.00	Y
973-11905-01-14	Cost of Quadrant 4	Supplier Product Code:	First Offer - \$30,660.00	1 / each	\$30,660.00	Y
973-11905-01-15	Disposal of Contaminated Liquids	Supplier Product Code:	First Offer - \$0.83	99000 / gallon	\$82,170.00	Y

Supplier Total **\$312,483.75**



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 3

ITB NO.: **12520-813**
TITLE: **STORMWATER INFRASTRUCTURE CLEANING
AND MAINTENANCE SERVICES**

ISSUED: July 19, 2021

This addendum is being issued to make the following change(s):

1. Descriptions have changed for line item 27.
 - a. Description now reads:
By-pass piping and pumping between manholes or other locations where work is being done. Work includes placing plugs in each affected manhole or outfall and any other item required to provide a complete functioning by - pass system. **By-pass pumping can be assumed for smaller or equal than 24" plugs.** TECHNICAL SPECIFICATION PART III, FDOT SECTION 02410. Estimate: 18.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Senior Procurement Specialist

Company Name: _____
(please print)

Bidder's Signature: _____

Date: _____

Question and Answers for Bid #12520-813 - Stormwater Infrastructure Cleaning and Maintenance Services

Overall Bid Questions

Question 1

Can you reissue the reference sheet? That's the only document that won't download or open. Thank you!!

(Submitted: Jul 1, 2021 8:46:54 AM EDT)

Answer

- Please see Addendum 1. Document has been switched out. (Answered: Jul 1, 2021 8:59:35 AM EDT)

Question 2

good morning there are no documents to read what the details of the contract are. there is only the bid pages

(Submitted: Jul 1, 2021 11:11:22 AM EDT)

Answer

- Please refer to section 2.14 of the bid document. There is a link to the Sample Contract Agreement.

<https://www.fortlauderdale.gov/home/showdocument?id=1212> (Answered: Jul 1, 2021 11:17:01 AM EDT)

Question 3

What's the yearly budget? (Submitted: Jul 1, 2021 3:20:09 PM EDT)

Answer

- Estimated annual budget is \$250,000. (Answered: Jul 2, 2021 11:04:37 AM EDT)

Question 4

Can we be supplied with bid tabulations of the past contract? (Submitted: Jul 1, 2021 3:20:29 PM EDT)

Answer

- Copies of the current contracts and pricing are on the City's website.

Contract numbers: 973-11905-1 and 973-11905-2

<https://www.fortlauderdale.gov/departments/finance/procurement-services/contract-list-sorted-by-expiration-date>

(Answered: Jul 1, 2021 3:52:34 PM EDT)

Question 5

Considering the relatively large quantities of hazardous material cleaning, will a large amount of the work be for this? If not, would City considering lowering those quantities since those are very expensive line items and will significantly affect the bid? (Submitted: Jul 1, 2021 3:22:04 PM EDT)

Answer

- Quantities have been revised. The estimated quantities for cleaning of hazardous material work orders are appropriate based on staff's experience and recommendations. (Answered: Jul 14, 2021 11:46:33 AM EDT)

Question 6

Is a bid bond required? (Submitted: Jul 1, 2021 3:22:39 PM EDT)

Answer

- Per section 2.25 - No it is not required. (Answered: Jul 1, 2021 3:54:33 PM EDT)

Question 7

Will this contract be awarded to one primary contractor or will the City award to a primary and multiple backup contractors as they have done in the past? (Submitted: Jul 5, 2021 4:47:15 AM EDT)

Answer

- City intends to award contracts to two (2) primary contractors. (Answered: Jul 9, 2021 2:18:01 PM EDT)

Question 8

Section 2.34 Term Due to the extensive nature of the services required to potentially provide all of the services requested and the equipment to be kept on hand:

a. Will there be any scheduled work such as periodic cleaning of pipes, lift stations, pumping, etc, the contractor can calculate into the use of the required equipment or is the City asking for the Contractor to have all this equipment sitting and available for when and if the City decides to use it?

b. Will the City consider a longer term due to the extensive outlay of expensive equipment with no guaranteed work so the Contractor can amortize it over a longer period of time? (Submitted: Jul 5, 2021 5:04:02 AM EDT)

Answer

- A. City intends to issue work orders to the selected contractors as needs arise during the contract term(s).

B. No (Answered: Jul 9, 2021 2:18:57 PM EDT)

Question 9

If the City awards this contract to multiple contractors will the City utilize other Contractors not awarded this contract prior to exhausting efforts to obtain equipment from the awarded contractors, as this has been prior practice in the past? (Submitted: Jul 5, 2021 5:07:08 AM EDT)

Answer

- The City encourages all vendors to be signed up in BidSync with corresponding commodity code(s). Should additional work be needed beyond the scope of this or other contracts the City currently has then we may issue an informal bid or a formal solicitation via BidSync. We encourage open competition. (Answered: Jul 9, 2021 3:06:34 PM EDT)

Question 10

Section 2.35 Cost Adjustments, will the City change the CPI Index used from All Urban Consumers to Sewer/Waste Collections Index as this captures the costs that affects our industry rather than the CPI Index suggested? (Submitted: Jul 5, 2021 5:11:31 AM EDT)

Answer

- No (Answered: Jul 15, 2021 10:28:35 AM EDT)

Question 11

Who is the contract administrator of this contract? (Submitted: Jul 5, 2021 5:12:17 AM EDT)

Answer

- Staff from Public Works-Sustainability Division (Answered: Jul 9, 2021 3:08:39 PM EDT)

Question 12

There are no age requirement's as to the most important part of the primary equipment needed for this contract; pump/vac trucks, capacity, jetting/pumping capabilities, etc.?

In this regard how will the City rank a lessor price for a truck with lessor capacity or capability to a larger capacity truck that is naturally more expensive to operate? (Submitted: Jul 5, 2021 5:21:47 AM EDT)

Answer

- 1) It is the awarded contractor's responsibility to follow the contract terms and conditions and must acquire and supply all equipment necessary to perform the work as needed. Thus, equipment failure, if caused by age, condition, etc., is the responsibility of the contractor to address and ensure work orders are still completed on time.

2) The decisions of choosing equipment capacity are the responsibility of the contractor to make so that all work orders are still completed on time. (Answered: Jul 9, 2021 3:11:08 PM EDT)

Question 13

With petroleum costs changing on a weekly basis, and inflation rising you are asking a contractor to hold his prices submitted for 2 years with no adjustment. Can this be changed, allow a shorter period, or a fuel adjustment with a set base line? (Submitted: Jul 5, 2021 5:24:06 AM EDT)

Answer

- Terms will remain as stated in the solicitation. (Answered: Jul 15, 2021 10:28:35 AM EDT)

Question 14

Section 3.0.7 (C) "Ditches" Please define, will these have storm water pipe located within them? In the past we have seen these ditches as compared to an open french drain, some with no rock, just dirt and weeds. If this is the case please provide an explanation of what the expected cleaning method of something compared to this would be, as it may require special or heavy equipment as they are not accessible easily. (Submitted: Jul 5, 2021 5:36:32 AM EDT)

Answer

- Drainage ditches are open grass areas used for storm water retention. These areas will not have a storm pipe located in them, and they will be accessible from streets, easements, etc. (Answered: Jul 9, 2021 5:07:25 PM EDT)

Question 15

Section 3.0.8 CCTV This requires a specific format GraniteNet Cues, which is proprietary specifically to that manufacturer. The are other formats that other CCTV camera systems use and approved by NASSCO, are they acceptable, if not this could be a requirement that eliminates the competition. (Submitted: Jul 5, 2021 5:42:01 AM EDT)

Answer

- City uses GraniteNet Cues for their CCTV operations. Any CCTV camera system that is approved by NASSCO is fine; however, it is the bidders responsibility to be able to convert the electronic data into the required format or

approved equal which we can work with in GraniteNet. A compatible test file will be required before final award.
(Answered: Jul 9, 2021 5:07:25 PM EDT)

Question 16

Section 3.0.9 Dewatering and Disposal:

- a. So included with cleaning the cost of testing and disposal is all the burden of the Contractor?
- b. If decanting of liquid back into the storm water system is prohibited Vac Trucks meant to haul solids will fill up with water very quickly and increase the cost of disposal to the City.
- c. Most storm drains from roadways will have traces of petroleum so we must assume all of the liquid and solids will need special disposal requirement's? (Submitted: Jul 5, 2021 5:48:13 AM EDT)

Answer

- a) Testing, and its associated costs, are the responsibility of the contractor for the following items only: cleaning and disposal of hazardous or toxic waste (items 15 - 24), drainage structures (item 14), and drainage wells (item 24) as/if requested by City in the approved work order. Storm water considered non-toxic or contaminated will be allowed to be discharged to existing storm basins following City pollution requirements.

b & c) Storm water considered non-toxic or non-contaminated will be allowed to be discharged to existing storm basins following City pollution requirements. Contaminated waters shall be disposed and/or hauled away per Broward County & State regulations. See revised general section 3.0.9 and Technical sections 3.1 - 3.9 (Answered: Jul 14, 2021 11:46:33 AM EDT)

Question 17

Section 3.2 seems to be more construction related than "Clean and Maintenance Services" title of Bid Document associated with a construction project with the storing of possibly contaminated soils etc. Should these be part of this Bid? (Submitted: Jul 5, 2021 5:56:48 AM EDT)

Answer

- See revised Section III - Addendum 2 (Answered: Jul 14, 2021 11:46:33 AM EDT)

Question 18

Section 3.3 - 3.8 These are all part of construction related activities and should not be under the scope in the Bid? (Submitted: Jul 5, 2021 5:59:53 AM EDT)

Answer

- See revised Section III - Addendum 2 (Answered: Jul 14, 2021 11:46:33 AM EDT)

Question 19

the prior contract shows but no pieces show.. Can you please provide the pricing for contract 973-11905-1 that was submitted by Both parties (Submitted: Jul 5, 2021 11:30:22 AM EDT)

Answer

- See Addendum 2 (Answered: Jul 14, 2021 11:46:33 AM EDT)

Question 20

mechanical tuberculation can be performed several ways. will the city accept jetting the lines with a rotating

nozzle (Submitted: Jul 5, 2021 11:57:51 AM EDT)

Answer

- Yes (Answered: Jul 9, 2021 2:54:20 PM EDT)

Question 21

page 33 3.0.6 requires pictures. it is not possible to get a picture of the bottom under water. How does the city suggest that this is performed. Only pictures of the top can be done. Also how do the city suggest identifying the picture (Submitted: Jul 5, 2021 2:11:37 PM EDT)

Answer

- We will not give means or methods on how to perform the contract; however, historically, contractors have been able to take photos of drainage basins' bottoms to document that cleaning work was completed successfully. They have taken the pictures during low tides and/or when vacuuming is substantially completed or by using plugs in pipes if needed, although very rare. (Answered: Jul 9, 2021 2:54:20 PM EDT)

Question 22

it is standard practice to decant the water into a drain not cleaned yet as long as there are no hazard materials. Is the city ok with this method? If not what method is required (Submitted: Jul 5, 2021 2:14:42 PM EDT)

Answer

- Yes. Storm water considered non-toxic or non-contaminated will be allowed to be discharged to existing storm basins following City pollution requirements. (Answered: Jul 9, 2021 2:54:20 PM EDT)

Question 23

page 34 3.0.7 E again requests for picture are requested. You can not get pictures of jetted lines that are under water. what is the city's method of getting these pictures. (Submitted: Jul 5, 2021 2:16:27 PM EDT)

Answer

- We will not give means or methods on how to perform the contract; however, historically, contractors have been able to take photos of drainage basins' bottoms to document that cleaning work was completed successfully. They have taken the pictures during low tides and/or when vacuuming is substantially completed or by using plugs in pipes if needed, although very rare. (Answered: Jul 9, 2021 2:54:20 PM EDT)

Question 24

if a contractor does not bid on every line item, can that contractor still be contracted for the work they bid on. example, there are a couple items that we would not bid on but would bid on the majority (Submitted: Jul 5, 2021 2:28:42 PM EDT)

Answer

- No. A price shall be provided for all line items for the City to select a contractor. (Answered: Jul 9, 2021 2:54:20 PM EDT)

Question 25

page 26 2.26.13 if we use a credit card system why do we need to have insurance. No other city requires this insurance as it has nothing to do with cleaning and payments as no computer is used (Submitted: Jul 5, 2021 2:32:32 PM EDT)

Answer

- This is standard insurance boiler plate language intended for vendors that are collecting payments on the City's behalf; however, it does not apply to this bid. (Answered: Jul 9, 2021 2:42:50 PM EDT)

Question 26

I AM WONDERING, IF YOU ARE DOING A PIPE REPAIR OR REPLACEMENT, WOULDNT THE CONTRACTOR AWARDED THAT job be better to supply silt boxes, barriers and other required items in order to properly perform their contract? (Submitted: Jul 8, 2021 1:12:49 PM EDT)

Answer

- This contract will not be used for "pipe repair or replacement". (Answered: Jul 9, 2021 2:40:56 PM EDT)

Question 27

The city has its own MOT vehicle and signs, and has a contract with a company to supply MOT. Is there a reason to have MOT in this contract where the city would be paying a hire price since they are a government agency who gets a lower prices and is tax exempt (Submitted: Jul 8, 2021 1:14:23 PM EDT)

Answer

- City does not own MOT vehicle and signs (Answered: Jul 9, 2021 2:40:56 PM EDT)

Question 28

wouldn't it be better to have just a storm drain contract to clean pipes, drains, manholes, pump stations and outfalls? the majority of this contract does not have to do with Storm Infrastructure Cleaning and Maintenance Services (Submitted: Jul 8, 2021 1:16:48 PM EDT)

Answer

- This solicitation/contract is for Stormwater Infrastructure Cleaning & Maintenance Services (Answered: Jul 9, 2021 2:40:56 PM EDT)

Question 29

since this contract has so many moving parts, will the city consider moving the closing date forward some in order to allow the contractors time to properly investigate pricing to give the city the best opportunity to get a clear and fair bid price? (Submitted: Jul 8, 2021 3:57:52 PM EDT)

Answer

- See Addendum 2 (Answered: Jul 14, 2021 11:46:33 AM EDT)

Question 30

Question #4 does not show any prices. I believe that the question was to produce the prices that were submitted (Submitted: Jul 15, 2021 1:13:28 PM EDT)

Answer

- Pricing is attached to Addendum 2. Download the addendum from BidSync to view. (Answered: Jul 15, 2021 2:01:08 PM EDT)

Question 31

Question 21 & 23 are still not properly answered. You have mostly wet systems. During different time a day

dealing with the tides, some structures can be cleaned showing the bottom. However still remaining are a lot of drains that are going to stay under water. Is the city going to allow for no pictures on these? also will the city accept a picture showing the hose in the lateral line? (Submitted: Jul 15, 2021 1:15:49 PM EDT)

Answer

- Pictures of all storm basins and pipes PRE & POST cleanings have been done successfully by previous contractors. Means and methods of conducting the required work is the responsibility of the contractor. (Answered: Jul 19, 2021 2:40:43 PM EDT)

Question 32

Where is addendum 2 (Submitted: Jul 15, 2021 1:16:06 PM EDT)

Answer

- Download the addendum from BidSync to view. (Answered: Jul 15, 2021 2:03:55 PM EDT)

Question 33

question 26.

This is not properly answered. If its not for doing replacement or repairs then what will it be used for. You are not giving enough information to the bidders (Submitted: Jul 15, 2021 1:18:30 PM EDT)

Answer

- This solicitation/contract is for Stormwater Infrastructure Cleaning & Maintenance Services, including CCTV. (Answered: Jul 19, 2021 2:40:43 PM EDT)

Question 34

Question 27. the city has a contract for MOT. why is it in here where the bidder will be paying taxes and you as the city will not. Its in the cities best interest to use the city contract for MOT (Submitted: Jul 15, 2021 1:19:51 PM EDT)

Answer

- The City pays the contractor for costs incurred for setting MOTs when/if needed, so storm cleaning jobs can be performed. (Answered: Jul 19, 2021 2:40:43 PM EDT)

Question 35

question 28 is not accurate cleaning storm drains and maintenance does not require fences, silt boxes and other items listed to clean the drains. Under what conditions will these be used for if not construction. Please be transparent (Submitted: Jul 15, 2021 1:21:58 PM EDT)

Answer

- Items 28 through 32 are included in this solicitation/contract to allow the use of pollution prevention controls (sediment barriers, silt fences, rock bags, turbidity barriers) for complex storm cleaning or CCTV work orders requiring substantial dewatering activities IF needed. (Answered: Jul 19, 2021 2:40:43 PM EDT)

Question 36

cleaning of drainage wells. Is the contractor responsible to re install equipment that was not removed by the contractor. According to the statement equal or better original conditions. If something id broken on arrival why is the contractor responsible to repair items they did not damage (Submitted: Jul 15, 2021 1:31:32 PM EDT)

Answer

- For item 24, cleaning of drainage wells, contractor may need to remove & re-install existing well screens or other appurtenances. Contractor would need to inform the City if any well appurtenance is found broken and will not be responsible for items they do not damage. (Answered: Jul 19, 2021 2:40:43 PM EDT)

Question 37

The city is not being transparent and that is not a fair bid to put out. The city said in an answer that this is not a construction bid however there are a lot of items that are only used during construction and repair. Why is it that they are in here and under what situations will it be used. A cleaning contract is not what you are putting out. you are mixing items for construction with cleaning and saying that it is not construction but the line items prove different. please be transparent (Submitted: Jul 15, 2021 1:47:56 PM EDT)

Answer

- City is being very transparent in this solicitation/contract by including all items that may be needed to conduct successful CCTV and cleaning work orders based on previous work. (Answered: Jul 19, 2021 2:40:43 PM EDT)

Question 38

some of the documents want a signature but the tab will not allow to enter a signature. The bottom says by entering your password that it is your signature. Will the city disqualify for not having the signature on the line next to the name (Submitted: Jul 15, 2021 2:39:46 PM EDT)

Answer

- There should be no problems entering required information. If you are having difficulties within BidSync, please contact BidSync directly by phone at 800-990-9339 or via email at source-support@periscopeholdings.com. (Answered: Jul 15, 2021 3:05:45 PM EDT)

Question 39

the city says 45 day payment from the time an invoice is received. It also says it will take invoices once a month. This means that if a job is done the beginning of the month and at the end of the month. The beginning invoice will be held for 45 days which would really mean over 60 days to wait for payment/. Please be transparent on how this is fair to wait that long (Submitted: Jul 15, 2021 2:50:21 PM EDT)

Answer

- Your statement is inaccurate. The City does not hold the invoice for 45 days.

Per section 2.7 Invoices/Payment

Payment will be made WITHIN forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act.

Once a work order is satisfactorily completed you will invoice with full detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. (Answered: Jul 15, 2021 3:33:58 PM EDT)

Question 40

is there an addendum 1 (Submitted: Jul 15, 2021 2:53:15 PM EDT)

Answer

- Yes, Updated Reference Sheet was attached and available for download. (Answered: Jul 15, 2021 3:05:45 PM EDT)

Question 41

Addendum 2 - Due to estimate of footage changes, will new pricing submittal sheets be sent as part of an addendum? (Submitted: Jul 17, 2021 6:04:55 AM EDT)

Answer

- No new pricing sheets are required. The line items in BidSync have been updated to reflect the changes. Follow the instructions in BidSync to submit your bid. (Answered: Jul 19, 2021 10:07:03 AM EDT)

Question 42

3.0.9 Dewatering. You are asking for a bidder to comply with an NPDES Permit without providing a copy of the permit? (Submitted: Jul 17, 2021 6:12:37 AM EDT)

Answer

- City is being very transparent in this solicitation/contract by including all items that may be needed to conduct successful CCTV and cleaning work orders based on previous work. (Answered: Jul 19, 2021 2:47:29 PM EDT)

Question 43

3.0.8 Why is the City specifying GraniteNet Software when any software used in the industry can be burned to a CD or thumb drive to view?

If this requirement is not changed which is unreasonable, the City will be limiting the number of submittals what there are a large variety of software's with various software systems. This could be considered a proprietary requirement. (Submitted: Jul 17, 2021 6:18:38 AM EDT)

Answer

- The City is merely informing as to what system we use. It is the bidders responsibility to be able to provide the data in a format in which our system can use. An acceptable sample will be required before final award of contract(s). (Answered: Jul 19, 2021 2:47:29 PM EDT)

Question 44

This addendum does not address prior question regarding this being more of a construction contract than a cleaning and maintenance contract, as the prior bid requirement's were. (Submitted: Jul 17, 2021 6:21:45 AM EDT)

Answer

- Please rephrase in the form of a question. (Answered: Jul 19, 2021 2:47:29 PM EDT)

Question 45

There are too many unknowns for the contractor to be responsible for. Instead of having various line items for items that are "Required, as needed", the City is forcing the contractor to calculate a "worst case scenario" to cover all of his costs to financially cover the costs. This practice will drastically inflate the pricing the City is going to receive. (Submitted: Jul 17, 2021 6:25:21 AM EDT)

Answer

- Please rephrase in the form of a question. (Answered: Jul 19, 2021 2:47:29 PM EDT)

Question 46

The City has recently invested in a large amount of new equipment capable to provide the cleaning and maintenance services, without the construction type work.

Is this the City's intent to continue to provide the normal maintenance services, as a budget of \$250,000 per year is

not nearly enough to provide proper scheduled maintenance as required to a City of Ft. Lauderdale's size?

(Submitted: Jul 17, 2021 6:30:37 AM EDT)

Answer

- This solicitation/contract is for Stormwater Infrastructure Cleaning & Maintenance Services, including CCTV of stormwater infrastructure, located in City facilities and / or right-of-way, as needs arise to complement the internal City's capabilities to address the increasing demand of properly functioning stormwater infrastructure. (Answered: Jul 19, 2021 2:47:29 PM EDT)

Question 47

Question 39 you are not correct. The city states invoices can only be sent in 1 time per month yet the city day up to a 45 day pay. So invoices at the beginning of the month submitted at the end of the month will have to wait up to 45 days plus the two or three weeks it was done till the end of month (Submitted: Jul 17, 2021 9:51:14 AM EDT)

Answer

- Please rephrase in the form of a question. (Answered: Jul 19, 2021 2:47:29 PM EDT)

Question 48

question 19 is not answered 973-11905 does not show any prices (Submitted: Jul 19, 2021 2:41:05 PM EDT)

Answer

- See Addendum 2 for current contract pricing. Please note, current contracts do not include all items listed in this solicitation. (Answered: Jul 19, 2021 2:52:45 PM EDT)

Question 49

this is the cities posting.

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide labor, equipment, materials, transportation and disposal for the cleaning, inspection and maintenance of multiple City-owned catch basins, storm drainage piping, manholes, outfalls, drainage ditches, drainage wells, junction boxes, as well as scheduled and unscheduled (emergency) stormwater infrastructure cleaning for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

where and why would fencing, barriers and other construction materials be needed (Submitted: Jul 19, 2021 2:42:21 PM EDT)

Answer

- Inspection via CCTV and/or management of contaminated waters may require the contractor to use/install pollution controls if required by City & pending site conditions. Items 28 through 32 are included in this solicitation/contract to allow the use of pollution prevention controls (sediment barriers, silt fences, rock bags, turbidity barriers) for complex storm cleaning or CCTV work orders requiring substantial dewatering activities IF needed. (Answered: Jul 20, 2021 8:13:56 AM EDT)

Question 50

there are only a few days left to ask questions. The city is not being transparent with their responses. I feel that the city should afford all opportunities to the bidders to bid on the known and not the unknown. Why is it that the cities answers are short and not fully answering the questions? (Submitted: Jul 19, 2021 2:44:14 PM EDT)

Answer

- City has been transparent with this solicitation and has responded to all questions posted to the best of staff's ability and knowledge. (Answered: Jul 20, 2021 8:13:56 AM EDT)

Question 51

I know it's been asked but I don't feel properly answered. Storm drain pictures. You have shallow Structures which the water can Be removed and pictures taken You also have wet structures which Can not be cleaned and water removed To take pictures. Is the city saying that they want The system pumped to take pictures This effects the pricing because we Don't know how many structures are wet And deep. Please don't respond with a previous contractor Did it because I spoke to that Contractor and he said that wet Structures can not have pictures of the bottom Plugging and pumping. Why can the city probe those Structures (Submitted: Jul 20, 2021 12:47:57 PM EDT)

Answer

- Depending on the job location and conditions (tides and time of the year), some work orders will require pumping of the system in order for pictures to be taken. (Answered: Jul 20, 2021 2:27:48 PM EDT)

12520-813--01-26 - Dewatering Using Dewatering Pumps**Question 1**

Dewatering Using Dewatering Pumps is the city saying to pump storm water from one Casin to another or pump from a basin to a canal or the streets (Submitted: Jul 15, 2021 1:33:40 PM EDT)

Answer

- Dewatering using pumps is mostly used by extracting waters from a pipe run or structure into another adjacent basin to conduct CCTV work orders. Pumping of water directly to a canal without passing through a dewatering box or retention area is not allowed. (Answered: Jul 19, 2021 2:47:29 PM EDT)

12520-813--01-27 - By-Pass Pumping**Question 1**

under what circumstances will this be used. The larger plugs are approximately up to 8,000.00 per plug and smaller 18" plugs are around 2,500.00. please be transparent (Submitted: Jul 15, 2021 1:35:32 PM EDT)

Answer

- Item 27 By-pass pumping can be assumed for smaller or equal to 24" plugs. (Answered: Jul 19, 2021 2:47:29 PM EDT)

12520-813--01-28 - Synthetic Bales**Question 1**

The city said that this contract is not for construction however this product is for construction

A synthetic bale and method are used to control water flow, soil erosion, and sediment flow at a construction site. The synthetic bale is made from a sheet member formed from ground carpet fibers that are packed together.

under what circumstances will this be used because it will have to be ordered not something to buy and store just in case. please be transparent (Submitted: Jul 15, 2021 1:38:34 PM EDT)

Answer

- Items 28 through 32 are included in this solicitation/contract to allow the use of pollution prevention controls (sediment barriers, silt fences, rock bags, turbidity barriers) for complex storm cleaning or CCTV work orders requiring substantial dewatering activities IF needed. (Answered: Jul 19, 2021 2:47:29 PM EDT)

12520-813--01-29 - Sediment Barrier**Question 1**

sediment barrier is used for construction not cleaning storm drains when would the be used the city said no construction please be transparent (Submitted: Jul 15, 2021 1:41:51 PM EDT)

Answer

- Items 28 through 32 are included in this solicitation/contract to allow the use of pollution prevention controls (sediment barriers, silt fences, rock bags, turbidity barriers) for complex storm cleaning or CCTV work orders requiring substantial dewatering activities IF needed. (Answered: Jul 19, 2021 2:47:29 PM EDT)

12520-813--01-30 - Staked Silt Fence**Question 1**

staked fences are not used when cleaning storm drains. the city said this is not a construction contract why and when would this be used please be transparent (Submitted: Jul 15, 2021 1:42:41 PM EDT)

Answer

- Items 28 through 32 are included in this solicitation/contract to allow the use of pollution prevention controls (sediment barriers, silt fences, rock bags, turbidity barriers) for complex storm cleaning or CCTV work orders requiring substantial dewatering activities IF needed. (Answered: Jul 19, 2021 2:47:29 PM EDT)

12520-813--01-31 - Rock Bags**Question 1**

rock bags are use during construction why is this in here if you are saying this is not a construction contract.

please be transparent (Submitted: Jul 15, 2021 1:43:57 PM EDT)

Answer

- Items 28 through 32 are included in this solicitation/contract to allow the use of pollution prevention controls (sediment barriers, silt fences, rock bags, turbidity barriers) for complex storm cleaning or CCTV work orders requiring substantial dewatering activities IF needed. (Answered: Jul 19, 2021 2:47:29 PM EDT)

12520-813--01-32 - Floating Silt Barrier/Turbidity Barrier

Question 1

floating silt barrier is used during construction if this is not a construction contract when will it be used and why is in here please be transparent (Submitted: Jul 15, 2021 1:44:51 PM EDT)

Answer

- Items 28 through 32 are included in this solicitation/contract to allow the use of pollution prevention controls (sediment barriers, silt fences, rock bags, turbidity barriers) for complex storm cleaning or CCTV work orders requiring substantial dewatering activities IF needed. (Answered: Jul 19, 2021 2:47:29 PM EDT)

Drainage Partners LLC

Bid Contact **Michael Bontemps**
mchlbontemps8@gmail.com
Ph 954-928-7252
Fax

Address **285 NW 199 St**
Miami, FL 33169

Qualifications **MBE**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12520-813--01-01	Stormwater Cleaning and Maintenance : Mobilization, Demobilization and Maintenance of Traffic (MOT)	Supplier Product Code: 12520-813-01-01	First Offer - \$100.00	33 / each	\$3,300.00 Y
12520-813--01-02	Stormwater Cleaning and Maintenance : Closed Circuit TV Inspection (CCTV) and Pipe Assessment (6-12 inch in Dia.)	Supplier Product Code: 12520-813-01-02	First Offer - \$1.50	700 / linear foot	\$1,050.00 Y
12520-813--01-03	Stormwater Cleaning and Maintenance : Closed Circuit TV Inspection (CCTV) and Pipe Assessment (15-18 inch in Dia.)	Supplier Product Code: 12520-813-01-03	First Offer - \$4.00	667 / linear foot	\$2,668.00 Y
12520-813--01-04	Stormwater Cleaning and Maintenance : Closed Circuit TV Inspection (CCTV) and Pipe Assessment (24-36 inch in Dia.)	Supplier Product Code: 12520-813-01-04	First Offer - \$4.00	200 / linear foot	\$800.00 Y
12520-813--01-05	Stormwater Cleaning and Maintenance : Closed Circuit TV Inspection (CCTV) and Pipe Assessment (42-72 inch in Dia.)	Supplier Product Code: 12520-813-01-05	First Offer - \$4.00	167 / linear foot	\$668.00 Y
12520-813--01-06	Stormwater Cleaning and Maintenance : Pipe Cleaning (Up to 12 inch in diameter)	Supplier Product Code:	First Offer - \$2.00	500 / linear foot	\$1,000.00 Y

12520-813--01-07	Stormwater Cleaning and Maintenance : Pipe Cleaning (15 inch to 18 inch in diameter)	Supplier Product Code:	First Offer - \$3.00	400 / linear foot	\$1,200.00	Y
12520-813--01-08	Stormwater Cleaning and Maintenance : Pipe Cleaning (24 inch to 36 inch in diameter)	Supplier Product Code:	First Offer - \$4.00	200 / linear foot	\$800.00	Y
12520-813--01-09	Stormwater Cleaning and Maintenance : Pipe Cleaning (Over 36 inch in diameter)	Supplier Product Code:	First Offer - \$7.00	200 / linear foot	\$1,400.00	Y
12520-813--01-10	Stormwater Cleaning and Maintenance : Mechanical Tuberculation Removal (Up to 12 inch in diameter)	Supplier Product Code:	First Offer - \$8.00	250 / linear foot	\$2,000.00	Y
12520-813--01-11	Stormwater Cleaning and Maintenance : Mechanical Tuberculation Removal (15 to 18 inch in diameter)	Supplier Product Code:	First Offer - \$6.00	200 / linear foot	\$1,200.00	Y
12520-813--01-12	Stormwater Cleaning and Maintenance : Mechanical Tuberculation Removal (24 to 36 inch in diameter)	Supplier Product Code:	First Offer - \$8.00	133 / linear foot	\$1,064.00	Y
12520-813--01-13	Stormwater Cleaning and Maintenance : Mechanical Tuberculation Removal (Over 36 inch in diameter)	Supplier Product Code:	First Offer - \$10.00	100 / linear foot	\$1,000.00	Y
12520-813--01-14	Stormwater Cleaning and Maintenance : Cleaning of Catch Basins, Inlets, Manholes, Pollution Control Devices...	Supplier Product Code:	First Offer - \$150.00	300 / each	\$45,000.00	Y
12520-813--01-15	Stormwater Cleaning and Maintenance :	Supplier Product Code:	First Offer - \$4.00	167 / linear foot	\$668.00	Y

	Cleaning & Disposal of Hazardous or Toxic Waste from Cast Iron Pipe </=24"	Code:				
12520-813--01-16	Stormwater Cleaning and Maintenance : Cleaning & Disposal of Hazardous or Toxic Waste from Cast Iron Pipe, >24"	Supplier Product Code:	First Offer - \$5.00	133 / linear foot	\$665.00	Y
12520-813--01-17	Stormwater Cleaning and Maintenance : Special Cleaning & Disposal of Hazardous or Toxic Waste from CMP </=24"	Supplier Product Code:	First Offer - \$5.00	167 / linear foot	\$835.00	Y
12520-813--01-18	Stormwater Cleaning and Maintenance : Special Cleaning & Disposal of Hazardous or Toxic Waste from CMP, >24"	Supplier Product Code:	First Offer - \$5.00	133 / linear foot	\$665.00	Y
12520-813--01-19	Stormwater Cleaning and Maintenance : Special Cleaning & Disposal of Hazardous or Toxic Waste from RCP, </=24"	Supplier Product Code:	First Offer - \$5.00	167 / linear foot	\$835.00	Y
12520-813--01-20	Stormwater Cleaning and Maintenance : Special Cleaning & Disposal of Hazardous or Toxic Waste from RCP, >24"	Supplier Product Code:	First Offer - \$5.00	130 / linear foot	\$650.00	Y
12520-813--01-21	Stormwater Cleaning and Maintenance : Cleaning & Disposal of Hazardous or Toxic Waste from HDPE, </= 24"	Supplier Product Code:	First Offer - \$5.00	167 / linear foot	\$835.00	Y
12520-813--01-22	Stormwater Cleaning and Maintenance : Cleaning & Disposal of Hazardous or Toxic Waste from HDPE, >24"	Supplier Product Code:	First Offer - \$5.00	133 / linear foot	\$665.00	Y

12520-813--01-23	Stormwater Cleaning and Maintenance : Cleaning & Disposal of Hazardous or Toxic Waste from Catch Basins, Inlets, ...	Supplier Product Code:	First Offer - \$250.00	25 / each	\$6,250.00	Y
12520-813--01-24	Stormwater Cleaning and Maintenance : Cleaning of Drainage Wells	Supplier Product Code:	First Offer - \$800.00	6 / each	\$4,800.00	Y
12520-813--01-25	Stormwater Cleaning and Maintenance : Root Removal (For All Pipe Sizes)	Supplier Product Code:	First Offer - \$30.00	500 / linear foot	\$15,000.00	Y
12520-813--01-26	Stormwater Cleaning and Maintenance : Dewatering Using Dewatering Pumps	Supplier Product Code:	First Offer - \$50.00	25 / each	\$1,250.00	Y
12520-813--01-27	Stormwater Cleaning and Maintenance : By-Pass Pumping	Supplier Product Code:	First Offer - \$150.00	18 / each	\$2,700.00	Y
12520-813--01-28	Stormwater Cleaning and Maintenance : Synthetic Bales	Supplier Product Code:	First Offer - \$15.00	200 / linear foot	\$3,000.00	Y
12520-813--01-29	Stormwater Cleaning and Maintenance : Sediment Barrier	Supplier Product Code:	First Offer - \$18.00	300 / linear foot	\$5,400.00	Y
12520-813--01-30	Stormwater Cleaning and Maintenance : Staked Silt Fence	Supplier Product Code:	First Offer - \$30.00	300 / linear foot	\$9,000.00	Y
12520-813--01-31	Stormwater Cleaning and Maintenance : Rock Bags	Supplier Product Code: 12520-813-01-31	First Offer - \$20.00	115 / each	\$2,300.00	Y
12520-813--01-32	Stormwater Cleaning and Maintenance : Floating Silt Barrier/Turbidity Barrier	Supplier Product Code: 12520-813-01-32	First Offer - \$20.00	500 / linear foot	\$10,000.00	Y

12520-813--01-33	Stormwater Cleaning and Maintenance : Allowance for Stormwater Incidental Work - \$50,000	Supplier Product Code: 12520-813--01-33	First Offer - \$50,000.00	1 / lump sum	\$50,000.00	Y
12520-813--01-34	Stormwater Cleaning and Maintenance : Scheduled Pumping Evening Rate	Supplier Product Code: 12520-813--01-34	First Offer - \$250.00	1 / hourly rate	\$250.00	Y
12520-813--01-35	Stormwater Cleaning and Maintenance : Scheduled Pumping Weekend/Holiday Rate	Supplier Product Code: 12520-813--01-35	First Offer - \$250.00	1 / hourly rate	\$250.00	Y
12520-813--01-36	Stormwater Cleaning and Maintenance : Emergency/Unscheduled Pumping Day Rate	Supplier Product Code:	First Offer - \$250.00	1 / hourly rate	\$250.00	Y
12520-813--01-37	Stormwater Cleaning and Maintenance : Emergency/Unscheduled Pumping Evening Rate	Supplier Product Code:	First Offer - \$300.00	1 / hourly rate	\$300.00	Y
12520-813--01-38	Stormwater Cleaning and Maintenance : Emergency/Unscheduled Pumping Weekend/Holiday Rate	Supplier Product Code:	First Offer - \$300.00	1 / hourly rate	\$300.00	Y
Lot Total					\$180,018.00	
Supplier Total					\$180,018.00	

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.**

1. Company Name: **Drainage Partners LLC**
2. Contact Name:
3. Contact Phone: **19549287252**
4. Contact Email: **Mchlbonemps8@gmail.com**
5. Number of years' experience you have had in providing as described on this ITB services. **25**
6. Have you ever failed to complete work awarded to you? Yes ☐ No ☒
If yes, where, and why?
7. Have you included proof of insurance, including General Liability, Auto Liability and Worker's Compensation with your bid submittal?

a. General Liability	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
b. Auto Liability	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
c. Worker's Comp	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
d. Pollution/Environmental Liability	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
8. Provide a list of the key personnel who will be involved in the project, as well as their experience related to the service in this ITB.
Tb405
9. Provide an operational plan for the work. This section should reflect clearly the understanding of the scope of work stated in this Invitation to Bid (ITB) Section III. The operational plan shall include the following:
 - a. Company overview including management staff
 - b. Supervisor(s) assigned to oversee the work and communicate with the Contract Coordinator and City staff as needed
 - c. Equipment available and to be used to perform the work including make, model, year and function
 - d. Approach to the project (how will crews be mobilized to perform services to optimize time on site, avoid rework, etc.)
 - e. Safety plan (include Maintenance of Traffic- MOT, written safety policies and procedures)
 - f. Information regarding the use of any subcontractors including subcontractor name, insurance information, and tasks to be performed
 - g. Dewatering and disposal plan for all liquids, solids and special wastes including selected dewatering and disposal locations
 - h. Communications of defective or broken catch basins, storm water lines, manholes, etc.
 - i. Communicating catch basins, storm lines, manholes that are inaccessible and rescheduling work with staff
 - j. Providing photo documentation or CCTV video upon staff request
10. 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 may result in the disqualification of your bid.**

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name: FDOT

Address: **Highland county**

Contact: **Javier Ron JR**

Phone #: **863-471-4860** Email: **Javier.Rolon@dot.state.fl.us**

Contract Value: **120,000** Year: **2020-2021**

Description: **Drain cleaning**

2. Company Name: FDOT

Address: **Glade county**

Contact: **Justin Figured**

Phone #: **863-843-5013** Email: **Justin.Figured@dot.state.fl.us**

Contract Value: **179,900** Year: **2020-2021**

Description: **Drain cleaning**

3. Company Name: Florida Department of Transportations

Address: **Desoto**

Contact: **Jeff Walker**

Phone #: **727-224-2535** Email: **Wayne.Harris@dot.state.fl.us**

Contract Value: **400,000.00** Year: **2018-2019**

Description: **video and sewer cleaning inspection**

4. Company Name: city of Delray Beach

Address: **city of Delray Beach**

Contact: **Isaack Kovner**

Phone #: **561-243-732** Email:

Contract Value: **18,000** Year:

Description: **CCTV Inspection and cleaning**

5. Company Name:

Address:

Contact:

Phone #: Email:

Contract Value: Year: **Mchlbon Temps8@gmail.com**

Description:

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.

Authorized Signature

Title

Name (Printed)

Mchlbon Temps8@gmail.com

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Michael Bontemps
Authorized Signature

VP Of Operation
Print Name and Title

Mchlontemps8@gmail.com
Date

CONTRACT 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 credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☐ Visa

Drainage Partners LLC

Company Name

drainage

Name (Printed)

Michael Bontemps

Date

Michael Bontemps

Signature

VP

Title



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- 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 disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "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, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale

business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

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

- | | | |
|-----|-----------------|--|
| (1) | (Business Name) | <p>is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "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, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.</p> |
| (2) | (Business Name) | <p>is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.</p> |
| (3) | (Business Name) | <p>is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.</p> |
| (4) | (Business Name) | <p>is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.</p> |
| (5) | (Business Name) | <p>is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.</p> |

BIDDER’S COMPANY: **Drainage Partners LLC**

AUTHORIZED PERSON:	COMPANY	Michael Bontemps	Michael Bontemps	Mchlontemps8@gmail.com
		PRINT NAME	SIGNATURE	DATE

Forms Non-ISO 03/17/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **12520-813**

Project Description: **TORMWATER INFRASTRUCTURE CLEANING AND MAINTENANCE SERVICES**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **Drainage Partners LLC**

Authorized Company Person's Signature: **Michael Bontemps**

Authorized Company Person's Title: **VP**

Date: **Mchlontemps8@gmail.com**

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. 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) **Drainage Partners LLC** EIN (Optional): **83-2630483**

Address: **285 NW 199th ST suite 101**

City: **Miami Gardens** State: **FL** Zip: **33024**

Telephone No.: **19549287252** FAX No.: **N/A** Email: **Mchlbon Temps8@gmail.com**

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

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

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☒

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>
2	7/14/21				

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. **You must also click the "Take Exception" button.**

N/A

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:

Michael Bontemps
Name (printed)

Michael Bontemps
Date

Michael Bontemps
Signature

VP
Title

Revised 4/28/2020



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 3

ITB NO.: 12520-813

**TITLE: STORMWATER INFRASTRUCTURE CLEANING
AND MAINTENANCE SERVICES**

ISSUED: July 19, 2021

This addendum is being issued to make the following change(s):

1. Descriptions have changed for line item 27.
 - a. Description now reads:
By-pass piping and pumping between manholes or other locations where work is being done. Work includes placing plugs in each affected manhole or outfall and any other item required to provide a complete functioning by - pass system. By-pass pumping can be assumed for smaller or equal than 24" plugs. TECHNICAL SPECIFICATION PART III, FDOT SECTION 02410. Estimate: 18.

All other terms, conditions, and specifications remain unchanged.

Laurie Platkin
Senior Procurement Specialist

Company Name: Drainage Partners LLC
(please print)

Bidder's Signature: 

Date: 08/27/2021