



City of Palm Beach Gardens  
10500 North Military Trail, Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

## INVITATION TO BID

ITB2021-127CS

STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES

DUE DATE AND TIME

**FRIDAY, OCTOBER 16, 2020, AT 3:00PM (LOCAL TIME)**

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### INSTRUCTIONS

Responses to this Invitation to Bid must be submitted in a **sealed envelope** to the Office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410, **on or before the Due Date and time show above**. Late responses will not be accepted. The City's normal business hours are 8:00 a.m. to 5:00 p.m., Mondays through Fridays, except holidays. The sealed envelope must have the following information clearly marked on the face of the envelope: vendor's name, vendor's address, Invitation to Bid number and title.

The sealed envelope must contain a signed original of the Solicitation Summary, and a **PDF version** of your bid on a CD/DVD or a USB drive. If any of the documents are password-protected, the City may deem your bid **non-responsive**. If the completed Solicitation Summary is not included in the sealed envelope as a hard copy, the City may deem your bid **non-responsive**. A printed hard copy of your bid **is not required**.

Timely responses will be publicly opened, read aloud, and recorded by the City Clerk at City Hall on the Due Date and time stated above. All questions regarding this Solicitation must be submitted in writing to the Purchasing Department at [kmra@pbgfl.com](mailto:kmra@pbgfl.com).

This Invitation to Bid is subject to the City's General Terms and Conditions, which are available for review at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing). By submitting an offer to this Invitation to Bid, the vendor agrees to be bound by the City's General Terms and Conditions.



City of Palm Beach Gardens  
10500 North Military Trail, Palm Beach Gardens, FL 33410

**LEGAL ADVERTISEMENT**

ITB2021-127CS  
STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES

The City of Palm Beach Gardens is seeking offers from qualified contractors to perform maintenance, inspection, and repair services for the City's stormwater infrastructure and related systems, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

The Invitation to Bid will be available on Monday, September 14, 2020, at 8:00 a.m. local time on the City of Palm Beach Gardens website at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing) or may be obtained from the Office of the City Clerk.

Bids must be submitted in a sealed envelope, clearly marked "ITB2021-127CS, Stormwater Infrastructure Maintenance and Repair Services", and delivered to the Office of the City Clerk at 10500 North Military Trail, Palm Beach Gardens, Florida 33410.

The deadline for submission of bids is Friday, October 16, 2020, at 3:00 p.m. local time. At that time, all sealed bids will be publicly opened and read aloud at City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.

**Late bids will not be accepted and will be returned to the sender unopened.**

It is the responsibility of the bidder to ensure all relevant pages are included in its bid. All bidders are advised to carefully examine the requirements of the Invitation to Bid. Any questions regarding the completeness or substance of the requirements must be submitted in writing via email to Km! Ra, Purchasing and Contracts Director, at [kmra@pbgfl.com](mailto:kmra@pbgfl.com).

The City of Palm Beach Gardens is exempt from Federal and State taxes for tangible personal property.

The City of Palm Beach Gardens reserves the right to accept or reject any or all offers, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS  
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post  
Sunday, September 13, 2020

## SECTION 1 SPECIAL TERMS AND CONDITIONS

### 1.1 PURPOSE

The purpose of this solicitation is to establish a contract for the procurement of cleaning, de-watering, videoing, inspection, minor repairs, maintenance, and repair services for the City's storm water infrastructure and related systems. The contract will cover certain identified and specific services and work. It is not the intent of the City to perform any major repairs under this contract.

The City has an existing contract, which will expire in March 2021. The contractor is responsible for regularly inspecting, maintaining, and repairing various stormwater control infrastructure in the City. The current agreement was issued in 2016 and has no available options to renew.

#### ANTICIPATED PROCUREMENT SCHEDULE

Event	Date
Invitation to Bid Advertised	September 13, 2020
Pre-Bid Conference	N/A
Due Date and Time for Bids	October 16, 2020
Evaluation Process Begins	October 19, 2020
Evaluation Process Ends	November 2020
Award of Contract	December 2020/January 2021

### 1.2 PRE-BID CONFERENCE AND SITE VISIT

Intentionally Omitted

### 1.3 TERM OF CONTRACT: FIVE YEARS

The contract shall commence on the date of the duly executed Agreement and shall remain in effect for 5 years, contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the 5-year contract term.

### 1.4 OPTIONS TO RENEW:

Intentionally Omitted

### 1.5 METHOD OF AWARD: TO A SINGLE LOWEST PRICED BIDDER IN THE AGGREGATE

The City will award this contract to the responsive, responsible bidder which submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer may be rejected. The City will award the total contract to a single bidder.

To be considered eligible for contract award the bidder must meet the following minimum requirements:

- Have no delinquent indebtedness to the City of Palm Beach Gardens or other federal, state, or municipal agencies.

- Be regularly and consistently engaged in providing the same or similar services to those being requested in this solicitation.
- Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
- Be able to comply with the required or proposed delivery or performance schedule.
- Have a satisfactory record of performance. Bidders who are or have been deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the vendor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
- Bidders performing work for the City at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the City. Previous award of work does not guarantee future award. The bidder must perform satisfactorily and professionally on all City work undertaken.
- Have a satisfactory record of integrity and business ethics.
- Be properly licensed by the appropriate regulatory agencies for the services to be performed.
- Not have any previous investigations where the vendor was found at fault and penalized; or current investigations where disposition is pending by a regulatory agency.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**1.6 PRICES SHALL BE FIXED AND FIRM**

The prices offered by the awarded bidder shall remain fixed and firm during the contract term, and shall not be subject to any adjustments, except as may be provided elsewhere in the contract.

**1.7 PRICE ADJUSTMENTS**

Intentionally Omitted

**1.8 EXAMINATION OF CITY FACILITIES OR INFRASTRUCTURE**

Prior to submitting its offer, it is recommended that the bidder visit the locations of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The bidder is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

Attached to this Solicitation is Exhibit A, Assessment and Ranking Report, which was prepared several years ago. The bidder should read this Report to develop an understanding of the City's stormwater infrastructure and systems, and the type of work contemplated under the contract.

To coordinate site visitations and infrastructure inspections please contact the City's representative Daniel Widdick at 561.804.7044.

**1.9 RESPONSE TIME: TWO HOURS**

On a 24- hour basis, the awarded bidder may be required to travel to the site immediately to meet with City staff, law enforcement, or emergency personnel to resolve an emergency or urgent situation. The bidder shall have the ability and resources to respond to the City's request and be on site within two hours of notification by the City.

**1.10 LIQUIDATED DAMAGES**

Intentionally Omitted

**1.11 INSURANCE**

The awarded bidder shall not commence any performance pursuant to the terms of the contract until certification or evidence of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage shall be issued by an insurance company authorized, licensed, and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Palm Beach Gardens shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Palm Beach Gardens.

The awarded bidder shall submit a current certificate of insurance, naming the City of Palm Beach Gardens as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The awarded bidder shall provide insurance coverage as follows:

- i. **WORKERS COMPENSATION**  
Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.
- ii. **COMPREHENSIVE GENERAL LIABILITY**  
Comprehensive General Liability Insurance - \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, including premises-operations, products/completed operations, XCU Liability, broad form property damage, blanket contractual liability, and independent contractors.

NOTE: If Comprehensive General Liability limits are less than \$1,000,000, the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than \$1,000,000.

- iii. **AUTOMOBILE LIABILITY**  
Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of \$1,000,000 each occurrence.

The awarded bidder shall submit, no later than 10 calendar days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Palm Beach Gardens as an additional insured.

### **1.12 PERFORMANCE BOND AND/OR CONSTRUCTION BOND**

Prior to the performance of any work under this contract, the City may require a performance bond for such work based on the unique factors and specifications of each project. The City will notify the awarded bidder, in writing, if a performance bond is required for a specific project, and the requirements shall be based on the following:

The awarded bidder shall duly execute and deliver to the City a Performance Bond or Unconditional Irrevocable Letter of Credit in an amount equal to 110% of the total project price, payable to the City, as surety for faithful performance under the terms and conditions of the contract. The Performance Bond or Unconditional Irrevocable Letter of Credit shall be delivered to the City within 30 days of being requested, and prior to any commencement of work.

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. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. Bonds may not be canceled, terminated, or revised unless the City has been provided with 30 days' advanced written notice of such action by the surety. The surety must insert the registered agent to accept service of process in the State of Florida, directly on each bond document.

Acknowledgement and agreement is given by both parties that the performance bond or letter of credit amount is not intended to be or shall be deemed to be in the nature of liquidated damages, nor is it intended to limit the liability of the awarded bidder to the City in the event of a material breach of the contract agreement by the awarded bidder.

If the bidder fails to deliver the performance bond or irrevocable letter of credit within this specified time, including granted extensions, the City shall declare the bidder in default of the contractual terms and conditions, and the bidder shall be terminated from the contract, and the City shall not accept any offer from that bidder for a 12-month period following such default.

### **1.13 CERTIFICATIONS**

Any bidder submitting an offer in response to this solicitation shall, at the time of such offer, hold a valid certificate of competency as a General Contractor by the State or County examining board qualifying the bidder to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable

certificate of competency issued to the subcontractor(s) shall be submitted with the bidder's offer; provided, however, the City may at its option and in its best interest allow the bidder to supply the subcontractor(s) certificate to the City during the bid evaluation period.

**1.14 BID BOND**

Intentionally Omitted

**1.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED WORK**

Upon completion of a work project, and inspection and acceptance of the work by the City, the awarded bidder shall submit an invoice to the City for payment. The date of the invoice shall not exceed 30 calendar days from the completion of the work. Under no circumstances shall the invoice be submitted to the City in advance of the delivery and acceptance of the work. The invoice shall contain the following basic information: the awarded bidder's name and address, invoice number, date of invoice, description of the work performed and location of the project, the contract number, purchase order number, and any discounts.

On a project-by-project basis and based on the estimated completion time for a project, the City may, at its own discretion, agree to pay progress payments for work that has been reviewed, inspected, and accepted by the City Engineer or designee. Progress payments will only be made in such rare circumstances when the City determines that they are in its best interests.

All payments shall be made subject to the provisions of Florida's Prompt Payment Act, upon receipt of a correct and proper invoice by the City.

**1.16 PERFORMANCE OF WORK**

The awarded bidder shall perform work in a professional manner and to the highest industry standards for each project. The awarded bidder shall at all times be cognizant of the need to abide and adhere to all applicable occupational safety and health rules and regulations. No section of any work project may be performed by the awarded bidder or a subcontractor of the awarded bidder unless such person has the experience, equipment, knowledge, and resources to perform the work safely and properly. The City shall have the right, without penalty, to stop any phase or aspect of work if the City believes, in its professional opinion, that the execution of the work is improper in any manner.

**1.17 CLEAN UP**

The awarded bidder shall remove all unusable materials and debris from the work areas at the end of each workday and disposed of in an appropriate manner. Upon final completion, the awarded bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the City's authorized representative.

Any items or products that are City-owned property must be returned to the City unless items have been deemed of no value to the City. If items or products have no value, the Contractor may dispose of the items or products at no cost to the City.

**1.18 WARRANTY REQUIREMENTS**

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and service against faulty labor or defective material, for a minimum period of one year from the date of acceptance of the labor and materials by the City. This warranty requirement

shall remain in force for the full period; regardless of whether the awarded bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the awarded bidder does not constitute a waiver of these warranty provisions.

#### **1.19 ADDITIONAL FACILITIES OR LOCATIONS**

Although this solicitation and resultant contract is primarily for work related to the City's stormwater infrastructure and systems, it is hereby agreed and understood that any City department or agency facility may be added to this contract at the option of the City, for similar or related services. When required by the pricing structure of the contract, awarded bidders shall be invited to submit price quotes for these additional facilities or related projects. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current awarded bidder(s) that offers the lowest acceptable pricing. If this contract has a single awarded bidder, the additional site(s) may be added to this contract by formal modification of the contract.

The City may determine to obtain price quotes for the additional facilities from non-contract vendors in the event that fair and reasonable pricing is not obtained from the current awarded bidders, or for other reasons at the City's discretion.

#### **1.20 HOURLY RATE**

Intentionally Omitted

#### **1.21 RELEASE OF CLAIM REQUIRED**

Pursuant Section 255.05, *Florida Statutes* all payments to the subcontractors shall be made by the awarded bidder within 10 calendar days of receipt of the partial payment from the City. With the exception of the first partial payment, the awarded bidder shall pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within 10 days after receipt of the partial payment by the awarded bidder for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The awarded bidder shall provide the City with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded bidder. In the event such affidavits cannot be furnished, the awarded bidder may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

#### **1.22 PRE-CONSTRUCTION CONFERENCE**

The awarded bidder shall conduct a pre-construction conference for City officials designated to represent the City prior to the start of any work. The awarded bidder may choose the location of the conference, provided the conference is held in the southeast Florida area. Any costs incurred by City officials in conjunction with the pre-construction conference shall be borne by the City.



**1.23 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED**

As part of its bid, the bidder must identify any and all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility, and business standing shall be considered by the City when making the award in the best interest of the City. If the bidder fails to identify any and all subcontractors in its bid, the City may allow the bidder to submit this documentation during the evaluation period if such action is in the best interest of the City.

**1.24 RECORDS, ACCOUNTS, AND STATEMENTS**

The awarded bidder shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City, and shall give the City or City's representative access during reasonable business hours and upon three business days' notice to examine and audit such records and accounts. Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of the awarded bidder's business with the City pursuant to generally accepted auditing standards.

**1.25 COMPLIANCE AND CONDUCT**

The bidder shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The bidder shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

**1.26 SUPERIORITY OF OTHER FORMS OR DOCUMENTS**

If the City is required by the bidder to complete and execute any other forms or documents in relation to the Agreement resulting from this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the bidder's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this solicitation document and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

**1.27 FAILURE TO DELIVER OR COMPLETE WORK**

Should the awarded bidder fail to deliver or complete the work on a timely basis, and within the schedule established by the City, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the awarded bidder and secure the services of another vendor to perform the work. If the City exercises this authority, the City shall be responsible for paying the awarded bidder for any work that were completed in accordance with the contract specifications. If applicable to that phase of the work, the awarded bidder shall forfeit the

performance and/or construction bonds, and the City will use the proceeds from the bonds to complete the work.

The City may, at its option, demand payment from the awarded bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price, which were incurred by the City, as a result of having to secure the services of another vendor.

**1.28 CORRECTING DEFECTS**

The awarded bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded bidder of such deficiency in writing. If the awarded bidder fails to correct the defect, the City may procure the services from another source and charge the awarded bidder for any additional costs that are incurred by the City for this work, either through a credit memorandum or through invoicing.

**1.29 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All contractors performing services under this contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded bidder. Barricades shall be provided by the awarded bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

**1.30 OMISSIONS IN SPECIFICATIONS**

The Statement of Work or description of items contained within this solicitation describes the various work requirements deemed necessary for the completion of minor construction projects. Any omissions of inherent technical functions or classes of work within the specifications and/or Statement of Work shall not relieve the awarded bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

**1.31 CHANGES**

The City may at any time, as the need arises, order changes within the Scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

The City may, at any time make changes in the details of the work. The awarded bidder shall proceed with the performance of any changes in the work so ordered by the City, unless the awarded bidder believes that such changes entitles him to a change in the contract price or time, or both, in which event he shall give the City immediate written notice thereof after the receipt of the ordered change. Thereafter, the awarded bidder shall document the basis for the change in contract price or time within 10 calendar days. All changes resulting in a request for added time must be accompanied by a Time Impact Analysis.

Changes in the Scope of Work may be accomplished by change order, construction change directive, or field order. Any one of these documents shall be interpreted as further instruction from the City.

A change order shall be based upon agreement between the City and the awarded bidder; a construction change directive may or may not be agreed to by the awarded bidder; a field order for a minor change in the work may be issued by the City.

Changes in the work shall be performed under applicable provisions of the contract documents, and the awarded bidder shall proceed promptly, unless otherwise provided in the change order, construction change directive, or field order.

### **1.32 CHANGE ORDERS**

A Change Order is a document prepared by the City Engineer and signed by the City and awarded bidder, stating their agreement upon all of the following:

- i. a change in the scope of work.
- ii. the amount of the adjustment in the contract price, if any; and
- iii. the extent of the adjustment in the contract time, if any.

The issuance of a Change Order shall be full and final settlement for any issue or item addressed in the Change Order. No Change Order will be accepted or processed with any "reservation of rights" notations or clauses.

### **1.33 CONSTRUCTION CHANGE DIRECTIVES**

A Construction Change Directive is a written order prepared and signed by the City Engineer, directing a change in the work, and stating a proposed basis for adjustment, if any, in the contract price or contract time, or both. The City Engineer may by issuing a construction change directive, without invalidating the contract, order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and contract time being adjusted accordingly if affected by the change.

A construction change directive will be used in the absence of agreement on the terms of a change order.

If the construction change directive provides for an adjustment to the Contract price, the adjustment shall be based on one of the following methods and precedence:

- i. unit prices stated in the proposal.
- ii. unit prices agreed upon through previous amendments to the contract.
- iii. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the City Engineer; or
- iv. by actual cost, to be determined in a manner agreed upon by the awarded bidder and the City and including a mutually acceptable fixed or percentage fee (if any).

Upon receipt of a construction change directive, the awarded bidder shall promptly proceed with the change in the work involved and shall immediately advise the City Engineer of the awarded

bidder's disagreement with the method, if any, provided in the construction change directive for determining the proposed adjustment in the contract price or contract time.

If the awarded bidder does not respond promptly or disagrees with the method for adjustment in the contract price, the method and the adjustment shall be determined by the City Engineer on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the contract price, a reasonable allowance for overhead and profit. In such case, the awarded bidder shall keep and present, in such form as the City Engineer may prescribe, an itemized accounting together with appropriate supporting data.

Unless otherwise provided in the contract documents, costs for any changes shall be limited to the following:

- v. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance.
- vi. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed.
- vii. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the awarded bidder or others.
- viii. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the work; and
- ix. the awarded bidder may add 10% (for overhead and profit) to the cost for work performed by his own forces, and 5% (for overhead and profit) to the cost for work performed by subcontractors. The subcontractor may add 10% (for overhead and profit) to the cost for work performed by his own forces. The awarded bidder may add an amount, confirmed by the surety, not to exceed 2% for the additional Performance Bond premium.

Overhead shall include the following: supervision, wages of timekeepers, watchmen, and clerks, small tools, incidentals, general office expense, and all other expenses not included in cost.

When the City and the awarded bidder agree with the adjustments in the contract price and contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate change order.

Prior to final determination of cost to the City and a completely executed change order, amounts not in dispute may be included in applications for payment.

**1.34 MINOR CHANGES IN THE WORK**

The City shall have authority to order minor changes in the work not inconsistent with the intent of the contract. Such changes shall be affected by issuance of a field order and shall be binding on the City and awarded bidder. The awarded bidder shall carry out such written orders promptly.

## SECTION 2 TECHNICAL SPECIFICATIONS AND STATEMENTS OF WORK

### 2.1 BACKGROUND

In June 2014, the City of Palm Beach Gardens hired Keshavarz & Associates, Inc. to perform a comprehensive surveying, mapping, and inspection project of the City's storm water drainage infrastructure. The results of the surveying, mapping, and inspection were compiled into a comprehensive report, which is attached to this solicitation as Exhibit A, Assessment and Ranking Report. This document is more than 6 years old and is provided for informational purposes only.

The current contractor has completed all the repair work identified in the report. However, ongoing inspection, maintenance, and repair of the stormwater structures is required. This requirement is the basis of this Invitation to Bid.

### 2.2 SCOPE OF PROJECT

The City's storm water infrastructure consists of approximately 1,400 structures and over 27 miles of pipe (142,560 lf) ranging from six inches (6") to eighty-four (84"). The storm drain infrastructure pipe network type consists of reinforced concrete pipe (RCP), corrugated aluminum pipe (CAP), bituminous-coated corrugated metal pipe (BCCMP), corrugated elliptical circumference pipe (CECP), high density polyethylene (HDPE) and corrugated metal pipe (CMP).

The work required in this solicitation involves storm water pipe cleaning/sediment removal, televising, minor to moderate pipe repair, de-watering, and other related services. Some storm drain lines may require temporary plugging and dewatering to isolate individual storm drain segments to perform maintenance.

The pipe segments throughout the City range from approximately 30' to 300'; each inspection, maintenance, or repair may consist of variable pipe sizes, material, and lengths. For bidding consistency purposes, 1000 linear feet has been allocated as the quantity on the bid tab for pipe videoing/cleaning tasks and 100 linear feet has been allocated for cured-in-place pipe and slip lining services.

Bidders should refer to Section 2.E for submittal requirements on slip lining.

For grant related purposes, the awarded bidder shall document and record the total volume of sediment removed from the storm water system associated with this contract. The awarded bidder shall submit the volumetric quantity in cubic yards with the associated applications for payment.

### 2.3 TELEVISION INSPECTION LOGS

Printed location records shall be kept by the awarded bidder and shall clearly show the location in relation to an adjacent storm drain manhole/catch basin of each infiltration point observed during inspection. In addition, other points of significance such as unusual conditions, illegal connections, roots, broken pipe, presence of corrosion, and other discernible features shall be recorded, and a copy of such records shall be supplied to the City.

The purpose of video recording is to provide a visual and audio record of problem areas. Video recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion

autoplay features shall be supplied by the awarded bidder. Recordings shall be provided to the City on DVD disks (2 copies) in protective hard plastic cases. All of the DVD disks shall become the property of the City.

**2.4 STORM DRAINPIPE REPAIR**

The awarded bidder shall furnish all materials, tools, supplies, heavy equipment, vehicles, and labor necessary for the repair of storm drain inlets, storm drainpipes, storm inlet boxes, and manholes. All repair and replacement work shall conform to the latest FDOT and City standards.

**2.5 DEWATERING**

The storm drainpipe segment may be required to be dewatered with storm water discharge being toward a downstream segment of the storm drain system. All rules and regulations of the jurisdiction shall be followed, and barriers utilized to minimize any pollution contaminating adjacent body of water. All National Pollution Discharge Elimination System (NPDES) and Clean Water Act (CWA) regulations must be observed. Temporary plugs used to isolate the storm drain system for dewatering purposes must be removed prior to rainfall events, at no additional cost to the City. The awarded bidder is accountable for any and all damages due to flooding caused by isolating of the storm drainpipe system, if not removed in a timely manner.

**2.6 ACCESS TO PROJECT WORK AREA**

Access to work sites may be limited or restricted. It is the awarded bidder's responsibility to inspect the work site prior to starting the work to ensure there will be no ingress or egress issues. If there are concerns, the awarded bidder must notify the City in writing, so that a safe and proper course of action can be discussed and formulated.

## **SECTION 2.A MAINTENANCE OF TRAFFIC**

### **2. A.1 DESCRIPTION**

The awarded bidder shall provide all labor, material and services to perform all operations required for the maintenance and protection of vehicular and pedestrian traffic in conformance to all applicable Florida Department of Transportation (FDOT) laws and regulation and subject to approval and permits by the City, Palm Beach County (if applicable), and FDOT (if applicable).

### **2. A.2 SUBMITTAL**

The awarded bidder shall submit Traffic Control Plans and Construction Schedule to the City, Palm Beach County (if applicable), and the FDOT (If applicable) for review and approval at least thirty (30) days prior to the start of any work.

### **2. A.3 SIGNS AND DEVICES**

The awarded bidder shall be responsible for providing the following signs and devices:

- a. Traffic Control and Informational Signs.
- b. Traffic Cones and Drums, and Lights.
- c. Flagman Equipment.

### **2. A.4 CONSTRUCTION PARKING CONTROL**

The awarded bidder shall control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and City's operations.

### **2. A.5 FLAG PERSONS**

The awarded bidder shall provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

### **2. A.6 LIGHTS**

Appropriate lighting shall be used during hours of low visibility to delineate traffic lanes and to guide traffic.

### **2. A.7 TRAFFIC SIGNS AND DEVICES**

- a. At approaches to site and on site, the awarded bidder shall install at crossroads, detours, parking areas, and elsewhere as needed, to direct construction and affected public traffic. The awarded bidder shall submit traffic control through work zone plans based on FDOT Roadway and Traffic Design Standards, 2013 Edition; Index No. 604 for work within intersections, and FDOT Index No. 603 and 605 for work requiring the closure of a traffic lane, or the most recent version, as applicable.
- b. At approaches to activities on or near sidewalks and elsewhere as needed, to notify affected non-motorized public traffic the closure of sidewalks, the awarded bidder shall submit traffic control through work zone plans based on FDOT Roadway and Traffic Design Standards, 2013 Edition, Index No. 660, or the most recent version, as applicable.
- c. The awarded bidder shall relocate as traffic signs and devices as work progresses, to maintain effective traffic control and safety.



#### **2. A.8 REMOVAL**

After the work has been completed, and when it is safe to do so, the awarded bidder shall:

- a. Remove equipment and devices when no longer required.
- b. Repair damage caused by installations related to the work done.

#### **2. A.9 SPECIFICATIONS BY REFERENCE**

- a. State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 102, 2013 Edition, or the most recent version, as applicable.
- b. State of Florida Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, latest edition.
- c. The Manual of Uniform Traffic Control Devices, latest edition.

#### **2. A.10 SPECIFIC TRAFFIC CONTROL**

The following specific traffic control procedures are applicable to all work contemplated under the contract:

- a. Maintain through traffic on all public roads at all times unless stated otherwise herein.
- b. Maintain access to all vehicular driveways (public or private) at all times. Backfill and install temporary rock base as necessary in order to provide safe and functional access to all driveways.
- c. Coordinate with the Police and Fire Departments for whom the awarded bidder shall provide satisfactory access at all times.
- d. Provide the City with at least 14 days prior notice and the general public with at least 7 days prior notice of any closures or changes to the implemented Maintenance of Traffic.
- e. Notify the City Engineer, Administrator of Community Services and Emergency Management, Fire Marshal, Palm Beach County School Board, and City Police Department a minimum of 48 hours prior to erecting any Traffic Control Devices that affect the flow of pedestrian or vehicular traffic.

#### **2. A.11 EXECUTION**

The awarded bidder shall arrange its work to cause minimum disturbance to normal pedestrian and vehicular traffic; and shall be held responsible for providing and maintaining suitable means of access (including emergencies) to all public and private properties during all stages of the construction.

If it becomes necessary to block off an entire street to vehicular traffic during construction (other than for an emergency situation), the awarded bidder must contact the City for approval prior to completely blocking off the street.

## SECTION 2.B GRAVITY STORMWATER SEWER CLEANING

### 2. B.1 DESCRIPTION OF WORK

- a. Work included: The awarded bidder shall furnish all necessary materials, labor, equipment, and services required for cleaning gravity sewer pipes.
- b. Intent: The intent of pipeline cleaning is to remove foreign materials from the lines to permit internal inspections by closed-circuit television.
- c. Definition: The term "CLEAN" as used in these specifications shall mean the adequate removal of sand, dirt, roots, grease, rust, corrosion, evidence of surcharge, and other solid or semi-solid materials from the pipeline.

### 2. B.2 DEFINITIONS

- a. Cleaning refers to the removal of enough material to ensure that at least 95% of the pipe or basin capacity is restored.
- b. Light Cleaning refers to the removal of  $\frac{1}{4}$  diameter of the pipe/basin or less of sediment or debris from a section of the pipe or basin. This item shall be billed at a minimum of 10-foot increments and may be mixed with other types of cleaning. The awarded bidder shall provide certification that at least 95% of the pipe capacity is restored. Video inspection may be requested by the City.
- c. Medium Cleaning refers to the removal of between  $\frac{1}{4}$  to  $\frac{1}{2}$  diameter of the pipe/basin of sediment or debris from a section of pipe or basin. This item shall be billed at a minimum of 10-foot increments and may be mixed with other types of cleaning. The awarded bidder shall provide certification that at least 95% of the pipe capacity is restored. Video inspection may be requested by the City.
- d. Heavy Cleaning refers to the removal of greater than  $\frac{1}{2}$  diameter of the pipe/basin of sediment or debris from a section of pipe or basin. This item shall be billed at a minimum of 10-foot increments and may be mixed with other types of cleaning. The awarded bidder shall provide certification that at least 95% of the pipe capacity is restored. Video inspection may be requested by the City.
- e. Specialty Cleaning such as the removal of masonry plugs, calcite/concrete deposits, roots, or the use of special equipment such as bucket machines shall be priced in addition to Light, Medium, or Heavy Cleaning as described above. This item shall be billed at a minimum of 10-foot increments and may be mixed with other types of cleaning. Specialty Cleaning shall only be charged for the footage for which the service was required with a 10-foot minimum and has been authorized and approved in writing by the City. The awarded bidder shall provide certification that at least 95% of the pipe capacity is restored. Video inspection may be requested by the City.

### 2. B.3 QUALITY ASSURANCE

- a. Acceptance of pipeline cleaning shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the City. If TV inspection shows

cleaning to be unsatisfactory, the awarded bidder shall re-clean and re-inspect the pipeline until the cleaning is shown to be satisfactory. No additional payment will be made for re-cleaning.

- b. In areas where television inspection is not performed, the City may require the awarded bidder to pull a double squeegee pig (with each pig the same diameter as the pipeline) through each manhole section as evidence of adequate cleaning.

#### **2. B.4 SUBMITTALS**

The awarded bidder shall submit to the City a work schedule indicating when pipelines will be cleaned and what work on those particular lines will be performed immediately after cleaning of the lines.

#### **2. B.5 PRODUCT HANDLING**

All chemicals to be used in the cleaning of the pipelines shall be securely stored to ensure that there is not leakage of the chemicals.

#### **2. B.6 METHOD OF CLEANING**

The pipe sections shall be cleaned using hydraulically propelled, high-velocity jet, mechanically powered equipment, or both.

#### **2. B.7 CLEANING EQUIPMENT**

- a. **Hydraulically Propelled Equipment:** The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against surcharging of the system. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If cleaning balls or other equipment that cannot be collapsed is used, special precautions shall be taken to prevent flooding of the system and public or private property.
- b. **High-Velocity Jet (Hydrocleaning) Equipment:** All high-velocity storm water cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floors. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.
- c. **Mechanically Powered Equipment:** Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drives which could cause damage to the pipe will not be allowed. A continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To ensure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.
- d. **Vacuum Equipment:** Use vacuum devices to remove debris and excess water collected at inlet or manhole structures. Vacuum devices shall have sufficient power to remove water

and small size debris, which shall be stored in a sealed container. Vacuum hose shall be of sufficient length, with attachments, where necessary to reach the bottom of all manholes and inlet structures in the project.

#### **2. B.8 CLEANING PRECAUTIONS**

- a. The awarded bidder shall take satisfactory precautions during the cleaning operation when cleaning equipment is used to avoid damage to the pipes, manholes and inlet structures, and to other public and private property.
- b. When hydraulically propelled cleaning tools or tools which retard the flow in the pipeline are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property.
- c. Whenever possible the normal flow in the pipeline shall be utilized to provide the necessary pressure for hydraulic cleaning devices.
- d. When additional water from fire hydrants is necessary, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant. Connections to hydrants shall be equipped with a portable meter and backflow preventer.

#### **2. B.9 PIPELINE CLEANING**

- a. Selection of equipment and methods shall be based on the conditions of the lines at the time the work commences. The City reserves the right to reject the proposed method used if it feels the method, or equipment, will not produce satisfactory results, or will damage the pipelines.
- b. The awarded bidder shall provide for the pumping down of any surcharged manhole section and provide all by-pass pumping, if required, during the preparatory cleaning and/or repair operation.
- c. Cleaning should be performed immediately prior to internal inspection or repair to preclude the build-up of debris from infiltration/inflow sources and upstream manhole sections. Should the television inspection reveal that the pipeline is not clean, the cleaning operations shall be repeated. This additional cleaning shall be done at the expense of the awarded bidder at no additional cost to the City.
- d. Cleaning shall include the trapping and removal of all sediments and residual wastes from successive manholes as the cleaning progresses. When hydraulic cleaning equipment is used, a suitable weir or dam shall be installed in the downstream manhole in such a manner that the solids and water are trapped. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells or damage to pumping equipment, shall not be permitted.
- e. Removal of debris from the pipeline to be cleaned shall be conducted in such a manner that no residue will be left on the adjacent ground or street surfaces. Transporting of debris to the disposal site shall be accomplished using vehicles which do not discharge any debris enroute. All material removed during cleaning operations shall be disposed of

at an approved site. The awarded bidder shall provide to the City Engineer a receipt of delivery to the disposal site for each load of debris removed from the work area. All material shall be removed from the site not less often than at the end of each workday. Under no circumstances will the awarded bidder be allowed to accumulate debris, etc., on the site of work beyond the stated time.

- f. For each location where cleaning is performed, a cleaning report shall be completed which shall contain the following information:
  - i. Location, size, material, and condition of the reach.
  - ii. Length of pipeline cleaned.
  - iii. Estimated amount and types of debris and sediment removed.
  - iv. Indication of grease build-up, root growth, etc.
  - v. Method(s) and equipment employed, and man-hours required for cleaning.
  - vi. Duration of time expired between cleaning of pipelines and performance of internal inspection.
  
- g. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to transverse the entire manhole section, it will be assumed that a line blockage exists, and the City must be notified immediately. Notification shall indicate extent cleaned, and approximate distance to the blockage.

#### **2. B.10 ROOT REMOVAL**

- a. Roots shall be removed in the gravity sewer mains and manholes where root intrusion occurs. Special attention should be used during the cleaning operations to assure complete removal of roots. If root intrusion is evident in final video inspections, root removal is unsatisfactory and awarded bidder shall perform mechanical root removal and re-inspect at no additional cost to the City.
  
- b. Any roots that could prevent the seating of a packer or could prevent the proper application of chemical sealants shall be removed.
  
- c. Primary methods used for removal in gravity mains may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and high-velocity jet cleaners.

#### **2. B.11 MEASUREMENT AND PAYMENT**

- a. The quantities to be paid for in this Section shall be the length in feet, to the nearest foot, of pipeline satisfactorily cleaned and accepted, measured on the ground surface along the center line of the pipeline between manhole, or inlet, centers.
  
- b. The quantities, determined as provided above, shall be paid for at the contract unit prices. These prices and payments thereof shall be full compensation for all of the work specified in this solicitation.

## **SECTION 2.C INTERNAL TELEVISION INSPECTION**

### **2. C.1 DESCRIPTION OF WORK**

- a. Work Included: The awarded bidder shall furnish all necessary materials, labor, equipment and services required, including by-pass pumping, for internal inspection by means of closed-circuit television (CCTV) of the pipelines, manholes, and laterals that are part of this project, and as authorized by the City.
- b. Intent: The intent of internal inspection shall be to determine and record, by videotape and photograph, the location, condition, and estimated flow rate for each source of infiltration/inflow within each reach of the pipeline. All observed structural defects, service connections, root growth, misalignments and abnormal conditions shall be located and recorded.

### **2. C.2 QUALITY ASSURANCE**

- a. The televising of pipeline shall be conducted by a firm that has a minimum of 3 years' experience in the internal inspection of gravity storm water sewers using closed circuit televising. The camera remote control operator shall have at least 2 years' experience in internal pipeline inspections.
- b. Acceptance of the video recording shall be to the satisfaction of the City. If the video recording is unclear or the lighting is too dim to obtain a clear picture, the awarded bidder will be required to re-record that particular section of pipeline.
- c. Schedule pipeline cleaning to precede the internal inspections, and the inspections to follow as soon as practical after cleaning is complete.
- d. Coordinate televising with joint testing and sealing, to record and compare results of joint sealing.

### **2. C.3 SUBMITTALS**

- a. Submit to the City a Work Schedule indicating when pipelines and manholes will be televised, and information on make and model of televising equipment to be used for the inspections.
- b. Submit two copies of all video recordings in color DVD format and/or electronic format approved by the City within one week of the live recording.
- c. Submit copies of still photographs of items of interest, (i.e. breaks, holes, severe root intrusion, break-in connections, etc.) using photographic paper, JPEG, PDF, or an electronic format approved by the City referencing the location where taken.
- d. Submit two copies (one copy with each tape) of television logs maintained by the television technician.
- e. Submit on computer file a database (MS Access, Excel, or acceptable and transformable equivalent) file containing all inspection data to include, but not limited to, reach number,

distance through pipe and manholes, condition of pipe, type of pipe, pipe size, damage found, and amount of infiltration / inflow.

- f. Submit a copy of the Flow Rates table used by awarded bidder to estimate infiltration and inflow.

#### **2. C.4 EQUIPMENT USED**

The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing color picture and audio quality to the satisfaction of the City; and if unsatisfactory shall be removed and no payment will be made for an unsatisfactory inspection.

#### **2. C.5 TELEVISION CAMERA**

- a. The closed-circuit television camera shall have a resolution of 1000 lines minimum and have a swivel lens capable of a 360-degree turn, in order to be able to see the entire periphery of the pipe being inspected. The camera shall have its own source of illumination. The camera must be housed in a track-mounted base, able to travel under its own power as controlled by the operator, or be on skid-equipped housing, which is pulled through the pipeline with cables. Cameras and other conductors to be placed in the sewer shall be approved by a nationally recognized testing lab for Class 1, Division 1 wet and dry locations.
- b. Lateral inspections shall be performed from inside the main sewer pipe employing a small diameter camera with cable, capable from being launched from the camera. Cable length shall be 50-feet or greater.
- c. A hand-carried television camera may be used for pipeline with a diameter larger than 48 inches. A hand-carried, pole-mounted television camera shall be used for manhole inspections to provide clear, steady video.
- d. The camera shall convey images by closed circuit to a van-mounted television-monitoring screen that shall have incorporated video-recording equipment. The monitor shall also provide a digital display of the date of the inspection; the number of the two manholes that define the reach; and distance, in feet and tenths, from the center of the occupied manhole to the focal point of the camera. The quality of the televised image and the accuracy of the distance measurement shall be acceptable to the City.
- e. Operations of the equipment shall be controlled from the above ground television van, with a skilled technician at the control panel controlling the movement and focus of the television camera and the intensity of the built-in lighting system. The control room shall be air-conditioned and have sufficient space to allow the City to monitor the televising with the technician.

## 2. C.6 PHOTOGRAPHS

- a. Instant developing, 35 mm, digital, or electronic format equivalent of standard-size photographs of the television picture of problems shall be taken by the awarded bidder upon request of the City.
- b. Label photograph with notations, observations, date, location, and similar remarks.

## 2. C.7 TELEVISION AND TESTING LOGS

- a. Printed location records shall be kept by the awarded bidder and shall clearly indicate the location in relation to an adjacent manhole of each infiltration point observed and/or of each repair completed during the inspection. These inspection logs shall be furnished to the City upon completion of each phase. The following information shall be recorded for each pipeline inspected:
  - i. Location and length of pipeline.
  - ii. Pipe size and material.
  - iii. Depth of flow, before plugging, and sediment, if any.
  - iv. General physical condition.
  - v. Locations, descriptions, and estimated leakage rates for visible point sources of infiltration/inflow, or dry weather flow.
  - vi. Recommended rehabilitation methods and estimated costs for visible point sources of infiltration/inflow.
  - vii. Locations and description of service connections.
  - viii. Locations, descriptions, recommended rehabilitation such as obstruction, root intrusion, deteriorated joints, offset joints, holes, breaks, cracks, collapses, bends or dips in alignment, protruding service connections; etc.
  - ix. Items videotaped and/or photographed.
  - x. Total flow rate measured for the reach.
  - xi. Record the results of joint testing.
  - xii. Location, type, and results of authorized repairs.

Item number "x" is required for lines of less than 21 inches in diameter and shall be performed, using a 90-degree V-notched weir, prior to removing the upstream plugs. Items "xi" and "xii" are required of sanitary sewer lines inspected.

## 2. C.8 SPRAY PAINT

Use waterproof spray paint. Color to be approved by the City.

## 2. C.9 GENERAL REQUIREMENTS

- a. Accurately locate, by measurement in feet from the occupied manhole, and document all defects and abnormal conditions observed through internal inspection of the pipe. The awarded bidder shall observe flows from any service connection sufficiently long to determine whether the observed flow is wastewater, infiltration/inflow, or a combination. Submit inspection logs, in typed form, together with a copy of the field log done by hand, and photographs and videotapes, adequately identified, on an as-completed basis.



- b. Pump down any surcharged manhole section and provide all by-pass pumping, if required, during the internal television inspection operation. Where standing water is encountered in a dip in the reach, such that the camera lens becomes submerged, remove such water by pumping or other suitable method. Should the level of the standing water be restored as a result of infiltration, the conditions shall be described on the log and the internal inspection continued.
- c. Reinsert the camera from the opposite access manhole location in the event it is unable to cross an obstruction.

## 2. C.10 FLOW CONTROL

- a. When the water line depth of flow at the upstream manhole of the section being worked on is above the allowable level for television inspection, joint testing and/or sealing, the flow shall be reduced to the level shown below by operation of pump stations, plugging or blocking of the flow, or by pumping and bypassing of the flow.
- b. Depth of flow shall not exceed that shown below for the respective pipe sizes as measured in the manhole when performing television inspections, joint testing and/or sealing:  
  
Maximum Depth of Flow Television Inspection Joint Testing/Sealing -
  - i. 6" – 10" Pipe: 20% of pipe diameter 25% of pipe diameter
  - ii. 12" – 24" Pipe: 25% of pipe diameter 30% of pipe diameter
  - iii. 27" & up Pipe: 30% of pipe diameter 35% of pipe diameter
- c. A line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designed that all or any portion of the flow can be released. During the TV inspection, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal.
- d. When pumping and bypassing is required, the awarded bidder shall supply the pumps, conduits, and other equipment to divert the flow of storm water around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flows that may occur during a rainstorm. The awarded bidder is responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.
- e. The awarded bidder must take sufficient precautions to protect the pipelines from damage that might result from surcharging, when the lines are plugged, blocked, or bypassed. The awarded bidder must take further precautions to ensure that flow control operations do not cause flooding or damage to public or private property being served by the storm waters involved.
- f. Verify that normal flow is restored when flow control operations cease.

## 2. C.11 TELEVISION OPERATION

- a. The field work shall be monitored by the City. A City representative shall be available during all internal television inspection and no work shall be performed without the City's representative present. Work performed without the City's representative's presence shall be repeated.
- b. The television inspection shall be performed in one reach at a time in either a forward or backward direction as indicated by line and/or street conditions at the time of inspection. Movement of the television camera shall be temporarily stopped at each visible point source of infiltration/inflow and/or each repair, at the point where the full circumference of the pipe at the point source is in focus on the monitor, until the leakage rate from that source is quantified or the City has assured itself that the repair is complete and watertight. The camera shall also be stopped at active service connections until the flow either abates or, it is quantified as infiltration/inflow.
- c. The camera shall be moved through the line in either direction at a moderate rate. In no case shall the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the storm water conditions shall be used to move the camera through the pipeline. If, during the inspection operation, the television camera will not pass through the entire pipe reach, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole and direction. If, again, the camera fails to pass through the entire reach, the inspection shall be considered complete and no additional work will be required.
- d. When manually operated winches are used to pull the television camera through the line, radios, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure good communication between members of the crew.
- e. Laterals longer than the length of cable on the small diameter camera launcher shall be televised using the small diameter camera format while inserted from a cleanout or other point of access. Where no cleanouts exist, the City may order a cleanout installed, which will be paid for separately from the price of the television inspection. Follow Miami-Dade County, Water and Sewer Department's standard details and specifications for cleanout installations.
- f. Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device and the accuracy shall be satisfactory to the City.
- g. Field mark on the surface of the ground the location of the required repair. If the ground surface is landscaped, offset the location perpendicularly to the pipeline and place the mark on the pavement or sidewalk.

- h. Documentation of observed conditions shall be in the form of a written log, photographs, and video recordings. Before videorecording or photographing any defect, abnormal condition or repair, the TV camera shall be positioned so that the optimum view of the item being viewed can be obtained.
- i. Internal television inspection shall be performed as follows:
  - i. After cleaning to ensure that lines are thoroughly clean.
  - ii. After all repairs to ensure repairs are complete and to provide a final record of work completed.

**2. C.12 MEASUREMENT AND PAYMENT**

- a. The quantities to be paid for under this Section shall be the length in feet, to the nearest foot, of the pipeline satisfactorily inspected, reported, and accepted, measured on the centerline of the pipeline between manhole, or inlet, centers.
- b. The quantities, determined as provided above, shall be paid for at the contract unit prices. These prices and payments thereof shall be full compensation for all of the work specified in this Section.

## SECTION 2.D CURED-IN-PLACE PIPE LINING

### 2. D.1 WORK INCLUDED

The work specified in this Section includes all labor, materials, accessories, equipment, and tools necessary to install and test cured-in-place pipe lining in storm sewers.

### 2. D.2 MATERIALS

The finished pipe in place shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to storm sewage.

### 2. D.3 SUBMITTALS

The awarded bidder shall submit shop drawings and other information to the City for review. Include design calculations for the work.

### 2. D.4 PRODUCT AND INSTALLER ACCEPTABILITY

To be acceptable, a minimum of 20,000 L.F. of storm sewer collection system installation of the product in the U.S. must be documented. To be acceptable, the installer must have had at least three (3) years active experience in the commercial installation of the product and must have installed at least 20,000 L.F. of the product in storm sewer collection system installations in the State of Florida.

Bidders shall provide written documentation, at the time of bid submittal, that they meet the acceptability requirements established above. Failure to provide the information may result in the rejection of the bid submittal.

### 2. D.5 MATERIALS FOR MAIN LINES

- a. The polyester fiber felt tubing and resin material shall be in accordance with the requirements with ASTM F 1216 and be fabricated to a size that when installed shall neatly fit the interior of the host pipe. Allowance shall be made for circumferential stretching during inversion.
- b. The minimum tube length shall be that deemed necessary by the awarded bidder to effectively span the distance between the access points.
- c. Unless otherwise specified, the awarded bidder shall use a polyester filter felt tube and a resin and catalyst system compatible with the inversion process and having the following physical properties for the cured pipe:
  - i. Tensile Strength ASTM D 638 3,000 psi
  - ii. Flexural Stress #101 (Modified ASTM D 790) 4,500 psi
  - iii. Flexural Modulus of (Modified ASTM D 790) 300,000 psi
  - iv. Elasticity #101 Minimum Long-Term (50 Year) Modulus of Elasticity 125,000 psi

- d. The lining manufacturer shall submit to the City for review complete design calculations for the liner, signed and sealed by a Professional Engineer registered in the State of Florida and certified by the manufacturer as to the compliance of his materials to the values used in the calculations. The liner shall be designed to withstand a live load equivalent to two H-20 passing trucks plus all pertinent dead loads, hydrostatic pressure, and grout pressure (if any). For design purposes, the water table shall be considered at grade elevation. The liner shall be designed in accordance with ASTM F 1216 and resist buckling in accordance with Appendix A (AWWA C 950). The buckling analysis shall account for the combination of dead load, live load, hydrostatic pressure, and grout pressure (if any). The liner side support shall be considered as if provided by soil pressure against the liner. The existing pipe shall not be considered as providing any structural support. Modulus of soil reaction shall not be taken higher than 1000, corresponding to a moderate degree of compaction of bedding (85 to 95 percent Proctor) and a fine-grained soil as shown on Table A4 of AWWA C 950.

As part of the design calculation submittal, the liner manufacturer shall submit a tabulation of time versus temperature. This tabulation shall show the lengths of time that exposed portions of the liner will endure without self-initiated cure or other deterioration beginning. This tabulation shall be at 5 degrees Fahrenheit increments ranging from 70 degrees F. to 100 degrees F. The manufacturer shall also submit its analysis of the progressive effects of such "pre-cure" on the insertion and cured properties of the liner. This information shall be submitted in a timely fashion prior to the pre-construction conference so that the City may set procedures for dealing with such an instance caused by construction delays. The minimum liner thickness is for materials with characteristics as shown. Bidders with materials with other characteristics must supply complete information in their bids of the values as listed for ascertaining minimum thickness.

- e. Minimum Liner Thickness: The minimum liner wall thicknesses to be utilized is based upon the cured liner pipe characteristics presented above, and is to be calculated in accordance with Appendix XI of ASTM F 1216, for the indicated existing nominal host pipe diameters and depths of installation, based upon the following design conditions and parameters:
- i. No structural support to the pipe liner from the existing pipe.
  - ii. Live load equivalent to two H20 passing trucks.
  - iii. Water table at grade elevation.
  - iv. Enhancement factor K, no greater than 7.0.
  - v. Soil density = 120 pcf.
  - vi. Modulus of soil reaction, no greater than 1,000 psi.
  - vii. Minimum ovality of the host pipe shall be 5 percent.
  - viii. Minimum safety factor = 2.0.

- ix. Flexural modulus of elasticity shall be reduced by 50% minimum (to account for long term effects) and used in the design equation as EL.
  - x. Design liner to withstand live load equivalent plus all pertinent dead loads, hydrostatic pressure, and grout pressure (if any).
- f. Liner shall be neither accepted nor installed until design calculations are acceptable to the City.

#### **2. D.6 CLEANING / SURFACE PREPARATION**

It shall be the responsibility of the awarded bidder to clean the pipeline with a high-pressure water jet and to remove all internal debris out of the pipeline.

#### **2. D.7 SEWER REPAIRS**

- a. Protruding pipe, broken or shattered pipe, dislocated or dropped joints shall be subject to repairs so that the pipe can be properly cleaned and ready for lining.
- b. If conditions such as broken pipe and major blockages are found that will prevent proper cleaning, or where additional damage would result if cleaning is attempted or continued, the contractor, with the concurrence of the engineer, shall perform the necessary repair(s), and then complete the cleaning.

#### **2. D.8 FLOW CONTROL**

Flow control shall be exercised as required to ensure that no flow comes into contact with sections of the sewer under repair.

#### **2. D.9 LINER INSTALLATION**

- a. The prepared pipe shall be reviewed and be acceptable to the City for cleanliness and smoothness before the awarded bidder begins to line the pipe.
- b. The awarded bidder shall present to the City, for review, a description of the methods for avoiding liner stoppage due to conflict and friction with such points as the manhole entrance and the bend into the pipe entrance. The awarded bidder shall also present plans for dealing with a liner stopped by snagging within the pipe. This information shall be rendered to the City in a timely fashion prior to the pre-construction conference.
- c. The awarded bidder shall have on hand at all times, for use by its personnel and the City, a digital thermometer, or other means of accurately and quickly checking the temperature of exposed portions of the liner.
- d. The awarded bidder shall immediately notify the City of any construction delays taking place during the insertion operation. Such delays shall possibly require sampling and testing by an independent laboratory of portions of the cured liner at the City's discretion. The cost of such test shall be borne by the awarded bidder and no extra compensation will be allowed. Any failure of sample tests or a lack of immediate notification of delay shall be automatic cause for rejection of that part of the work at the City's discretion.

- e. The awarded bidder shall designate a location where the tube shall be vacuum impregnated prior to installation. The awarded bidder shall allow the City to inspect the materials and the “wet-out” procedure.
- f. A scaffold or elevated platform shall be erected at the upstream or downstream access point. The tube shall be inverted using an “inversion elbow” at the bottom of the manhole or an “inversion ring” above ground. The tube shall be inverted (turned inside-out) with water pressure.
- g. After the inversion is complete, the awarded bidder shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of uniformly raising the water temperature to a level required to effectively cure the resin.
- h. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another gauge shall be placed between the tube and the host pipe in the downstream manhole at or near the bottom to determine the temperatures during cure. Water temperature in the pipe during the cure period shall be as recommended by the resin manufacturer.
- i. Initial cure shall be deemed complete when the exposed portions of the tube appear to be hard and sound and the temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer and may require continuous recirculation of the water to maintain the temperature.
- j. Cool-down: The awarded bidder shall cool the hardened pipe to a temperature below 100 degrees F. before relieving the hydrostatic head. Cool-down may be accomplished by the introduction of cool water into the inversion standpipe to replace water being pumped out of the manhole.
- k. Finish: The new pipe shall be cut off in the manhole at a suitable location. The finished product shall be continuous over the length of pipe reconstructed and be free from dry spots, delamination, and lifts. Should the liner not make a tight seal at the inside manhole wall, a seal shall be made by use of extra polyester fiber felt and epoxy resin. Pipe entries and exits shall be smooth, free of irregularities, and watertight. No visible leaks shall be present, and the awarded bidder shall be responsible for grouting to remove leaks or fill voids between the host pipe and the liner. During the warranty period, any defects which affect the integrity or strength of the product shall be repaired at the awarded bidder’s expense, in a manner mutually agreed upon by the City and the awarded bidder.

#### **2. D.10 ACCEPTANCE**

- a. The finished liner shall be over the entire length of the installation. The liner shall be free from visual defects, damage, deflection, holes, delamination, uncured resin, and the like. There shall be no visible infiltration through the liner or from behind the liner at manholes and service connections. Cut-ins and attachments at service connections shall be neat and smooth.

- b. Upon curing, the finished lined pipe shall be inspected by the City. The acceptance or rejection of defects shall be decided upon by the City, whose opinion shall be final. All rejected liners shall be removed within 24 hours of rejection using an approved method and as recommended by the liner manufacturer and a new liner installed.
- c. Prior to reinstallation of a liner where a defective liner was rejected and removed, the awarded bidder shall endeavor to determine the cause of the failure and remedy it. Remedies shall include additional cleaning, joint sealing, or similar repair methods. Point repairs as preparation for lining will be paid for only when directed by the City and approved in writing by the City.

#### **2. D.11 CLEAN-UP**

After the liner installation has been completed and accepted, the awarded bidder shall clean up the entire project area and return the ground cover to the original or better condition. All excess material and debris not incorporated into the permanent installation shall be disposed of by the awarded bidder.

#### **2. D.12 TELEVISION SURVEY**

Television survey, including Pre-construction Survey and Post Construction Survey, as indicated in is required for all cured-in-place lining, including main lines and service laterals.

#### **2. D.13 WARRANTY**

The liner shall be certified by the manufacturer for specified material properties for a particular job. The manufacturer must warrant the liner to be free from defects in raw materials for one year from the date of City acceptance. During the one-year warranty period, any defects which affect the integrity or strength of the pipe shall be repaired at the awarded bidder's expense in a manner mutually agreed by the City and the awarded bidder.

#### **2. D.14 CHEMICAL SEALING OF PIPE CULVERTS AND STORM DRAINS**

Seal pipe joints, minor cracks, and lift holes with chemical grout.

#### **2. D.15 EQUIPMENT USED**

The equipment shall include a video inspection system with 360-degree view capability, chemical containers, pumps, regulators, valves, hoses, and fittings for injecting the materials.

#### **2. D.16 SAFETY**

Provide redundant storm drain plugs. Ensure all workers have means of rapid egress. Provide adequate ventilation.

#### **2. D.17 STORM WATER FLOW CONTROL**

Insert temporary pipe plugs and block the flow. Do not pond water in any travel lane or divert water on private property. When necessary, divert the storm water. Furnish all equipment and labor.

#### **2. D.18 MATERIALS STANDARDS**

All materials containers shall be undamaged and unopened and show the manufacturer's original labels. Select products that meet the specific sealing requirements of each site.



Use any one of the following hydrophilic or hydrophobic chemical sealing products:

- i. Hydrophilic Urethane Foam Products for Pipe Sizes 0-24" Diameters  

Avanti International,	<a href="http://www.avantigrout.com">www.avantigrout.com</a>
AV-100	AV-118
3M 5610	
- ii. DeNeef construction Chemicals, Inc., [www.deneef.com](http://www.deneef.com)  
AC 400
- iii. Hydrophobic Urethane Foam Products for Pipe Sizes 25" and Greater Diameters  

Avanti International,	<a href="http://www.avantigrout.com">www.avantigrout.com</a>
AV-280 HydroFoam,	AV-280-12 HydroFoam
AV-248 FlexSeal,	AV-290 FastSet
- iv. CPR Products, <http://www.cpr-products.com>  
#280 HydroFoam
- v. DeNeef Construction Chemicals, Inc., [www.deneef.com](http://www.deneef.com)  
Hydro Active Combi Grout, HydroActive Cut,  
HydroActive Flex 1000, HydroActive Flex LV  
HydroActive Flex SLV
- vi. Green Mountain International, <http://www.mountaingrout.com/polyurethane.htm>  
Mountain Grout Ultra, Mountain Grout SLV  
Mountain Grout Flexible
- vii. Parson Environmental Products Inc. [www.parsonenvironmental.com](http://www.parsonenvironmental.com)  
Parson HydroGrout, Parson MultiGrout  
Parson FlexiFoam,
- viii. PrimeResins, <http://primeresins.com/products.php>  
Prime-Flex 985, Prime-Flex 910  
Prime-Flex 920
- ix. WEBAC Corporation, [www.webac.com](http://www.webac.com)  
WBAC 151, WEBAC 157, WEBAC 157-2,

Use epoxy resin compounds that meet the requirements of Standard Specification Section 926 and is listed on the Department's QPL.

## 2. D.19 INSTALLATION

Clean pipe joints per ME430-94. Inspect and video each joint before and after sealing. Drill a minimum of four equally spaced insertion holes through the pipe. Insert mechanical injection packer fittings. Inject the sealing materials into the invert/bottom hole first, then proceed to the upper injection holes. Record the refusal pressure. Demonstrate the mixing of materials meets the manufacturer's specifications. Allow the sealant to cure. Remove the injection ports and seal

the injection holes with epoxy flush with the pipe surface. Remove surplus material. Jetting or driving pipes from the surface, or open cutting the pavement is not allowed.

**2. D.20 MATERIAL REFUSAL PRESSURE**

Sealant refusal pressure shall be a minimum of 5 psi. Do not exceed 10 psi.

## **SECTION 2.E SLIP LINING FOR DRAINAGE**

### **2. E.1 WORK INCLUDED**

The work specified in this Section includes all labor, materials, accessories, equipment, and tools necessary to install and test pipe slip lining in storm sewers.

### **2. E.2 MATERIALS**

All materials shall meet the requirements of the latest edition of FDOT Standard Specification for Road and Bridge Construction Section 948.

### **2. E.3 PRE-INSTALLATION REQUIREMENTS**

Prior to installing the pipe liner, inspect the host pipe and ensure that it is clean, dry, and stable. The ovality of host pipe must be verified to ensure acceptance of the proposed liner. Inspect by means of closed-circuit television. Seal cracks and joints using an approved chemical grout of either acrylamide base gel, acrylic base gel, urethane base gel or urethane base foam. Place flowable fill as directed by the City to maintain the stability of the host pipe.

### **2. E.4 SUBMITTALS**

The awarded bidder shall submit shop drawings and other information to the City for review. Include design calculations for the work. The Bidder will be allowed to submit up to two materials for review and approval. The submittal must include the Bidders' Means and Methods in conformance with the manufacture's recommendations.

### **2. E.5 PRODUCT AND INSTALLER ACCEPTABILITY**

To be acceptable, a minimum of 2,000 L.F. of storm sewer collection system installation of the product in the U.S. must be documented. To be acceptable, the installer must have had at least three (3) years active experience in the commercial installation of the product and must have installed at least 2,000 L.F. of the product in storm sewer collection system installations in the State of Florida.

Bidders must provide written documentation, at the time of Bid submittal, that they meet the acceptability requirements established above. Failure to provide the information may result in the rejection of the Bid submittal.

### **2. E.6 ACCEPTANCE**

Inspect the complete rehabilitation by means of closed-circuit television. Obtain written approval from the City Engineer prior to allowing persons to enter the host pipe. Provide the City representative with videos of all preliminary and final inspections.

### **2. E.7 METHOD OF MEASUREMENT**

The quantity of pipe liner to be paid for will be the length, per foot, of pipe liner installed and accepted, measured along the centerline of the pipe, from end to end. The quantity of flowable fill shall be included in the price of the pipe liner.

**2. E.8 BASIS OF PAYMENT**

Price and payment for the pipe liner shall be full compensation for furnishing and installing the pipe liner in accordance with the requirements of this Section, including all materials, labor and incidentals required for sealing cracks and joints in the existing pipe, and sealing and grouting the annular space between the liner and interior of the host pipe.

Price and payment for pipe liner shall also be full compensation for all equipment, materials and labor required for inspections, flowable fill used to grout the annular space and for furnishing videos of the inspections to the City.

## BID SUBMITTAL

This page and all following pages comprise your Bid Submittal and offer to the City. Please attach any additional information or documentation requested in this Invitation to Bid.

There is no need to include the preceding sections of the Invitation to Bid.

**ITB2021-127CS**  
**STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES**

**DUE DATE AND TIME**  
**FRIDAY, OCTOBER 16, 2020 @ 3:00PM**

### INSTRUCTIONS

Responses to this Invitation to Bid must be submitted in a **sealed envelope** to the Office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410, **on or before the Due Date and time show above**. Late responses will not be accepted. The City's normal business hours are 8:00 a.m. to 5:00 p.m., Mondays through Fridays, except holidays. The sealed envelope must have the following information clearly marked on the face of the envelope: vendor's name, vendor's address, Invitation to Bid number and title.

The sealed envelope must contain a signed original of the Solicitation Summary, and a **PDF version** of your bid on a CD/DVD or a USB drive. If any of the documents are password-protected, the City may deem your bid **non-responsive**. If the completed Solicitation Summary is not included in the sealed envelope as a hard copy, the City may deem your bid **non-responsive**. A printed hard copy of your bid **is not required**.

Timely responses will be publicly opened, read aloud, and recorded by the City Clerk at City Hall on the Due Date and time stated above. All questions regarding this Solicitation must be submitted in writing to the Purchasing Department at [kmra@pbgfl.com](mailto:kmra@pbgfl.com).

This Invitation to Bid is subject to the City's General Terms and Conditions, which are available for review at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing). By submitting an offer to this Invitation to Bid, the vendor agrees to be bound by the City's General Terms and Conditions.

## SECTION 3 PRICING SCHEDULE

### 3.1 PRICES AND RATES

The bidder shall indicate in the attached Exhibit B, Pricing Schedule, the firm and fixed prices, and rates offered to the City for the goods and/or services described therein. The Pricing Schedule is in an Excel worksheet.

#### IMPORTANT NOTE

The bidder must provide the information on prices and rates in the attached Exhibit B, Pricing Schedule, in the same unchanged Excel format. The information provided must NOT be password-protected, to allow the City to copy and paste the information into the Bid Tabulation.

### 3.2 REQUIRED SUBMITTALS WITH BID

- a. Copies of all relevant licenses and certifications.
- b. Submit Pricing Schedule as an Excel file (DO NOT PASSWORD PROTECT).
- c. Information on meeting experiential requirements as established in Section 2.D.4.

## SECTION 4 AFFIDAVITS AND FORMS

### 4.1 AFFIDAVITS AND FORMS

All affidavits and forms must be acknowledged and completed by an official having legal authorization to contractually bind the Bidder. These affidavits and forms represent a binding commitment upon the Bidder to provide the goods or services offered to the City. The Bidder is required to read and become informed of the provisions of the following applicable forms available at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing).

- a. Notification of Public Entity Crimes Law
- b. Notification of Public Records Law
- c. Drug-Free Workplace
- d. Conflict of Interest Disclosure
- e. Non-Collusion Affidavit

By submitting an offer for this Invitation to Bid, the Bidder acknowledges to reading and accepting the provisions and requirements of the above forms as legally and contractually binding on the Bidder.

### 4.2 INCORPORATION AFFIDAVIT

The Incorporation Affidavit must be completed by an official having legal authorization to contractually bind the Bidder and be duly stamped and signed by a Notary Public and submitted as a hard copy in your bid.

### 4.3 FORMATS OF BONDS AND OTHER FORMS

If the Invitation to Bid requires any bonds, the sample formats and wording that are acceptable to the City can be found at [www.pbgfl.com/purchasing](http://www.pbgfl.com/purchasing) for the following documents. The draft Agreement for Goods and Services is also available for review at the same link.

- f. Performance Bond
- g. Payment Bond
- h. Letter of Credit
- i. Bid Bond
- j. Construction Bond
- k. Draft Agreement for Goods or Services

**ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

---

Firm Name

---

Signature

---

Name and Title (Print)

---

Date



**BID/OFFER SIGNATURE PAGE**

By signing this document, the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Bidder's Name:

\_\_\_\_\_

Bidder's Principal Address:

\_\_\_\_\_

Primary Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Signature: \_\_\_\_\_

(Signature of authorized official)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

BY SIGNING THIS DOCUMENT, THE BIDDER AGREES TO ALL TERMS AND CONDITIONS OF THIS SOLICITATION AND THE RESULTING CONTRACT AND AGREEMENT.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER



## SECTION 5 EXHIBITS AND ATTACHMENTS

### 5.1 EXHIBITS AND ATTACHMENTS

The following Exhibits are included as part of this solicitation.

- i. Exhibit A, Assessment Report and Ranking
- ii. Exhibit B, Pricing Schedule

## SOLICITATION SUMMARY

### IMPORTANT NOTICE

The information you provide on this page will be read aloud at the **public opening** on the Due Date and time for this Solicitation. It is **very important** that the summary information you provide below is **exactly the same information** contained in the electronic version of your submittal. If subsequent to the public opening, the City determines that the information contained in the electronic version is different from the information in this Solicitation Summary, the City reserves the right to deem your offer **non-responsive**, and remove your submittal from further evaluation and consideration for award.

Bid Number: ITB2021-127CS

Title: Stormwater Infrastructure Maintenance and Repair Services

Due Date and Time: Friday, October 16, 2020 @ 3:00PM

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Total Bid Amount (numbers): \$ \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

BY SIGNING AND SUBMITTING THIS SOLICITATION SUMMARY, THE BIDDER AFFIRMS THAT THE INFORMATION PROVIDED ABOVE IS AN EXACT AND CORRECT SUMMARY OF THE INFORMATION CONTAINED IN THE ELECTRONIC VERSION OF THE BIDDER'S OFFER TO THE CITY OF PALM BEACH GARDENS.

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED ENVELOPE CONTAINING YOUR BID OFFER.**