

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20021383-UTL

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the utilization of piggybacking from City of Orlando, Bid # BI02-1660, for Sanitary Sewer Lining and Manhole Rehabilitation to continue slip-lining approximately 6,896 LF, gravity sewer mains within the Waterway Estates area in accordance with the recommendations from the Final Inflow and Infiltration Report produced by The Source Inc., in the amount of \$200,000.00.

WHY ACTION IS NECESSARY: In accordance with the Lee County Contract Manual, Section 5: Unique Services, 5.0 Piggybacking, The Board must approve all piggyback services over \$50,000.00.

WHAT ACTION ACCOMPLISHES: By allowing LCU to piggyback onto the City of Orlando's contract with Griner Pipeline Services at \$29 per LF, will permit LCU to prepare for the rainy season without further delay, to begin saving an estimated \$9,500 per year in operating costs, and reduce the amount of groundwater inflow into our system by approximately 2.55 MGY. The above mentioned amount reflects a \$2 per LF reduction in cost over the previous City of Orlando contract for the same level of service.

2. DEPARTMENTAL CATEGORY:

10. Utilities
COMMISSION DISTRICT #: 4

C10A

3. MEETING DATE:

12-17-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-4
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Public Works
- C. DIVISION Utilities
- BY: Rick Diaz, Director

[Handwritten Signature]
11/27/02

7. BACKGROUND:

The Contracts Management office received a request from Lee County Utilities to utilize piggybacking from the City of Orlando, Bid# BI02-1660, for Sanitary Sewer Lining and Manhole Rehabilitation to slip-lining approximately 6,896 LF, of Gravity Sewer Mains in Waterway Estates area.

Section 5: Unique Services, 5.0 Piggybacking, of the Lee County Contract Manual allows Lee County to utilize the bids of other Governmental entities as long as the procurement has gone through their competitive bidding process.

On May 7, 2002, the Board approved utilization of piggybacking from Charlotte County, for approximately 11,459 LF of gravity sewer mains in Waterway Estates, with Azurix North America in the amount of \$487,692.00.

On August 27, 2002, the Board approved decreasing the awarded amount of the contract to Azurix North America from \$487,692.00 to \$387,692.00 and award of \$180,000.00 to Griner's Pipeline Services under a piggybacking of the City of Orlando's contract.

Lee County Utilities would like to continue slip-lining approximately 6,896 LF, gravity sewer mains within the Waterway Estates area utilizing Griner's Pipeline Services. The contract that we are currently piggybacking off of with the City of Orlando has expired. The City of Orlando has rebid the project and Miller Pipeline Corporation dba Griner's Pipeline Services has received the new contract.

Continued on page 2

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager								
<i>[Signature]</i> S. Lavender Date: 11-27-02		N/A	<i>[Signature]</i> B. Dearborn Date: 11/27/02	<i>[Signature]</i> B. Owen Date: 12/2/02	<table border="1"> <tr> <td>OA</td> <td>OM</td> <td>Risky</td> <td>GC</td> </tr> <tr> <td>12-4-02</td> <td>12/1/02</td> <td>12/04/02</td> <td>12-4-02</td> </tr> </table>	OA	OM	Risky	GC	12-4-02	12/1/02	12/04/02	12-4-02	<i>[Signature]</i> S. Lavender Date: 11-27-02
OA	OM	Risky	GC											
12-4-02	12/1/02	12/04/02	12-4-02											

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by Collety
Date: 12/2/02
Time: 1:05 pm
Forwarded To:
Buckner
12/5/02 1:27pm

RECEIVED BY
COUNTY ADMIN.
12-2-02
2:25
COUNTY ADMIN.
FORWARDED TO:
12/5/02

BS 20021383-UTL

Page 2

Piggybacking

Therefore, approval is requested to utilize piggybacking from the new City of Orlando bid, which has gone through their formal bid process, for Sanitary Sewer Lining and Manhole Rehabilitation. Lee County Utilities will utilize this bid to continue with the slip-lining of the gravity sewer mains in Waterway Estates, with Miller Pipeline Corporation dba Griner's Pipeline Services, in the amount of \$200,00.000. This new contract reflects a \$2 per LF reduction in cost over the previous City of Orlando contract for the same level of service.

The contractor will be required to execute the County's standard Construction contract, provide a public construction bond and insurance.

Funds are available in account #20724848720.506310

- Attachments:
1. City of Orlando's bid (page 52 allows piggybacking of contract)
 2. Letter from Griner's Pipeline Services allowing piggybacking



**Miller
Pipeline
Corp.**

8850 CRAWFORDSVILLE RD.

P.O. BOX 34141

INDIANAPOLIS, INDIANA 46234

TELEPHONE: (317) 293-0278

FAX: (317) 293-8502

November 25, 2002

Mr. Mike Crumpton
Lee County Utilities Division
1500 Monroe Street, 3rd Floor
Fort Myers, Florida 33901

RE: Piggyback of Miller Pipeline contract with the City of Orlando, Florida
Contract no. BI02-1660: Annual Agreement for Sanitary Sewer Lining

Mr. Crumpton,

In regard to the above referenced contract, please accept this letter as a means for my company to express its willingness to have Lee County Utilities Division initiate a piggyback of our contract with the City of Orlando, Florida.

If you have any questions, please contact me and I will assist in any way possible.

Thank you for your interest in our products and services and for allowing Miller Pipeline Corporation the opportunity to serve you.

Sincerely,

M. Robert Garrison
General Manager, Southeast Region



CITY OF ORLANDO

October 14, 2002

Mark R. Wallbom
Senior Vice President
Miller Pipeline Corporation
8850 Crawfordsville Rd.
P.O. Box 34141
Indianapolis, In. 46234

SUBJECT: Annual Agreement for Sanitary Sewer Lining, Manhole Rehabilitation
BI02-1660

Dear Mr. Wallbom:

The City of Orlando has awarded your company subject Agreement. Said Agreement will be in effect beginning October 15, 2002 expiring on October 14, 2003. All pricing, terms and conditions of the subject Agreement will apply.

I have enclosed here with a copy of the subject agreement for your information and file.

If you have any questions, please contact the undersigned.

Sincerely

A handwritten signature in cursive script, appearing to read "Edwin W. Weidner".

Edwin W. Weidner, C.P.M.
Purchasing Agent III

INVITATION TO BID

City of Orlando, Florida
Office of Purchasing & Materials Management
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990
(407) 246-2291
Fax (407) 246-2869
Website: <http://www.cityoforlando.net>

MAIL DATE: July 8, 2002

BID NO: BI02-1660

OPENING DATE: July 29, 2002

BUSINESS NAME & ADDRESS

Miller Pipeline Corporation
dba Griner's Pipeline Services
8850 Crawfordsville Road
Indianapolis, IN 46234

**THIS IS NOT
AN ORDER**

ANNUAL AGREEMENT FOR SANITARY SEWER LINING AND MANHOLE REHABILITATION

Bids will be opened and publicly read aloud at the Office of Purchasing, City of Orlando, City Hall at One City Commons, 400 S. Orange Avenue, Fourth Floor, Orlando, Florida at **3:00 p.m.** on the **29th** day of **July, 2002**. Bids must be SUBMITTED ON THE FORM FURNISHED BY THE CITY and in accordance with specifications and list of quantities desired.

SEE ATTACHED SPECIFICATIONS & ETC.

This completed form must appear as the top sheet for all bids submitted.
Bid Bonds if required may be in the form of a Bond, Cashier's Check or Certified Check.

Amount of Bid Bond	\$ <u>N/A</u>
Amount of Cashier's Check	\$ <u>N/A</u>
Amount of Certified Check	\$ <u>N/A</u>
Total Amount of Bid or Base Bid	\$ _____
All Items Bid?	Yes _____ No <u>X</u>

It is the intent and purpose of the City of Orlando that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Office of Purchasing at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Office of Purchasing not later than ten (10) days prior to the bid closing date.

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**INSTRUCTIONS FOR SUBMITTING BID
IN RESPONSE TO INVITATION TO BID FOR THE ANNUAL AGREEMENT FOR SANITARY
SEWER LINING AND MANHOLE REHABILITATION**

A. Preparation of Bids:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he/she makes an entry.
4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

B. Bid Check List:

Bidders are cautioned to please check their bid very carefully, using the following Check List:

- Bidder's Certification Page Signed and Notarized.
- Invitation To Bid Price Schedule Including Unit Price and Total Price Columns completed. Total Amount of Bid Entered on Invitation To Bid Cover Sheet.
- Bid Envelope Prepared As Specified.
- MBE/WBE information provided as required on the form attached hereto.
- It is the bidder's responsibility to contact the Office of Purchasing and Materials Management prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.**

C. Special Items (Applicable to this Bid Only):

- | | | |
|-------|----|-----------|
| _____ | 1. | N/A _____ |
| _____ | 2. | _____ |
| _____ | 3. | _____ |

STANDARD FORMS

IN ADDITION TO THE INVITATION TO BID COVER PAGE, THE FORMS LISTED BELOW WHICH ARE ON PAGES 5 THROUGH 14, ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

1. BIDDER'S CERTIFICATION
2. ADDENDUM PAGE
3. REFERENCES
4. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION
5. RECYCLED CONTENT INFORMATION REPORT (IF APPLICABLE)
6. PROJECT LISTING
7. INVITATION TO BID PRICING PAGES (4)

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE OFFICE OF PURCHASING AND MATERIALS MANAGEMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ALL SUCH ADDENDA, AND RETURN EXECUTED ADDENDA WITH THE BID. IF YOU HAVE DOWNLOADED THIS BID FROM THE INTERNET, PLEASE ENSURE THAT YOU ALSO DOWNLOAD ALL SUCH ADDENDA.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

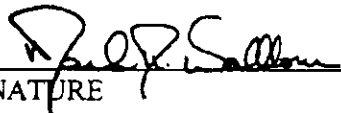
I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the Orlando Police Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Orlando or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

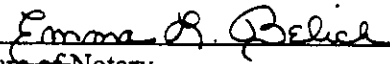
Miller Pipeline Corporation
dba Griner's Pipeline Service
NAME OF BUSINESS

Sworn to and subscribed before me

BY: 
SIGNATURE

this 26th day of
July, 2002

Mark R. Wallbom, Senior Vice President
NAME & TITLE, TYPED OR PRINTED


Signature of Notary

8850 Crawfordville Rd.
MAILING ADDRESS

Notary Public, State of Indiana

Indianapolis, IN 46234
CITY, STATE, ZIP CODE

Personally Known
~~OR~~
~~Produced Identification~~

(317) 293-0278
TELEPHONE NUMBER

Type: Emma L. Belich

(317) 293-8502
FAX NUMBER

Mark.Wallbom@iwcr.com
E-MAIL ADDRESS

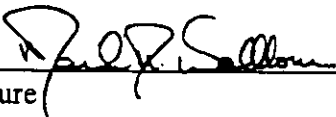
ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. <u>1</u>	Dated <u>July 22, 2002</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

Miller Pipeline Corporation
dba Griner's Pipeline Service
Company



Signature

Senior Vice President

Title

REFERENCES

Bidder shall submit as a part of the bid package, four (4) business references with name of the business, address, contact person, and telephone number.

Name: Citizens Gas & Coke Utility
2020 N. Meridian Street
Address: Indianapolis, IN 46202

Telephone No.: () (317) 297-6001

Contact: Lindsay Lindgren

Name: Peoples Gas, Light & Coke Co.
130 E. Randolph Drive
Address: Chicago, IL 60601

Telephone No.: () (312) 240-4810

Contact: Charles Thompson

Name: City of Grand Rapids
300 Monroe Avenue NW
Address: Grand Rapids, MI 49503

Telephone No.: () (616) 771-1241

Contact: Don Spencer

Name: Washington Suburban Sanitary Comm.
14501 Sweitzer Lane
Address: Laurel, MD 20707

Telephone No.: () (301) 206-8276

Contact: Leslie Jeffreys

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION:

Chapter 57, Articles II and III, of the Orlando City Code establishes goals of 18% and 6%, respectively, of the City's annual monetary value of contracts and subcontracts for supplies, services and construction to be awarded to Minority and Women-Owned Business Enterprises.

All bids will be evaluated in accordance with Chapter 57, Articles II and III.

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando or contact:

Minority Business Enterprise
City Hall at One City Commons
400 South Orange Avenue - Seventh Floor
P.O. Box 4990
Orlando, Florida 32802-4990
(407) 246-2623

If your company is currently certified, please enter the certification number and the expiration date in spaces provided below or submit with your bid a copy of the notification received from the City stating that your company is recognized by the City as a Minority/Women-owned Business Enterprise:

Business Name: _____ N/A _____
Certification Number: _____ N/A _____
Expiration Date: _____ N/A _____

There shall be no third party beneficiaries of the Minority Business Enterprise or Women-Owned Business Enterprise provisions of this Contract. The City of Orlando shall have the exclusive means of enforcement of the MBE/WBE Ordinance and contract terms. No right of action for non-signatories of the Agreement is intended or implied. The City of Orlando is the sole judge of compliance and whether a good faith effort has been made under the Ordinance and the Contract.

In order for a bidder to receive credit for MBE/WBE certification, the firm must be certified with the City of Orlando MBE/WBE Office on or before the date set for submittal of bids.

RECYCLED CONTENT INFORMATION REPORT:

In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The City is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); the percentage of recycled material contained in the product and the cost and product performance impact of increasing the percentage of recycled content. The City also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content?

Yes _____ No. X

Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No. X

Is your product recyclable after it has reached its intended end use?

Yes _____ No. X

PROJECT LISTING

This form is to be utilized to provide a listing of current and past projects undertaken by the Bidder within the last three (3) years with comparable (like) scope of work:

1. Name/Company: See Attached Lists
Address: _____
Contact Person: _____
Nature of Work: _____
Contract Period: Start: _____ Completion: _____
Dollar Value: _____ Telephone No.: _____
E-Mail Address: _____
Fax No: _____

2. Name/Company: _____
Address: _____
Contact Person: _____
Nature of Work: _____
Contract Period: Start: _____ Completion: _____
Dollar Value: _____ Telephone No.: _____
E-Mail Address: _____
Fax No: _____

3. Name Company: _____
Address: _____
Contact Person: _____
Nature of Work: _____
Contract Period: Start: _____ Completion: _____
Dollar Value: _____ Telephone No.: _____
E-Mail Address: _____
Fax No: _____

4. Name/Company: _____
Address: _____
Contact Person: _____
Nature of Work: _____
Contract Period: Start: _____ Completion: _____
Dollar Value: _____ Telephone No.: _____
E-Mail Address: _____
Fax No: _____

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for Sanitary Sewer Lining and
Manhole Rehabilitation

Item No.	Quantity	Unit	Description	Unit Price	Total
			<p>The bid amounts specified herein are for fixed price work, which includes all prices for equipment, labor and material required to perform the work specified in this Invitation to Bid.</p> <p>The Bidder, having examined carefully the Specifications consisting of five (5) Specifications and 28 pages, terms and conditions herein, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception for the proper execution and completion of the contract, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices.</p> <p style="text-align: center;">Group 1 The Purchase and Installation of RICP - Lining</p>		
1.	2000	FT	6 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ _____	\$ _____
2.	2000	FT	6 in. pipe, for job sizes from 1001 ft. or more.	\$ _____	\$ _____
3.	6000	FT	8 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ _____	\$ _____
4.	6000	FT	8 in. pipe, for job sizes from 1,001 ft. or more.	\$ _____	\$ _____
5.	3000	FT	10 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ _____	\$ _____
6.	3000	FT	10 in. pipe, for job sizes from 1,001 ft. or more.	\$ _____	\$ _____
7.	2000	FT	12 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ _____	\$ _____
8.	2000	FT	12 in. pipe, for job sizes from 1,001 ft. or more.	\$ _____	\$ _____
9.	2000	FT	18 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ _____	\$ _____
10.	2000	FT	18 in. pipe, for job sizes from 1,001 ft. or more.	\$ _____	\$ _____
11.	1500	FT	24 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ _____	\$ _____
12.	1500	FT	24 in. pipe, for job sizes from 1,001 ft. or more.	\$ _____	\$ _____

Total Bid (this page) _____

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for Sanitary Sewer Lining,
and Manhole Rehabilitation

Item No.	Quantity	Unit	Description	Unit Price	Total
Group II The Purchase and Installation of Polyvinyl Chloride Pipe Lining					
13.	1000	FT	6 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ 28	\$ 28,000
14.	2000	FT	6 in. pipe, for job sizes from 1,001 ft. or more.	\$ 27	\$ 54,000
15.	6000	FT	8 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ 31	\$ 186,000
16.	6000	FT	8 in. pipe, for job sizes from 1,001 ft. or more.	\$ 29	\$ 174,000
17.	3000	FT	10 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ 34	\$ 102,000
18.	3000	FT	10 in. pipe, for job sizes from 1,001 ft. or more.	\$ 33	\$ 99,000
19.	2000	FT	12 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ 38	\$ 76,000
20.	2000	FT	12 in. pipe, for job sizes from 1,001 ft. or more.	\$ 37	\$ 74,000
Group III The Purchase and Installation of Polyethylene Pipe Lining					
21.	2000	FT	6 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ _____	\$ _____
22.	2000	FT	6 in. pipe, for job sizes from 1,001 ft. or more.	\$ _____	\$ _____
23.	6000	FT	8 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ _____	\$ _____
24.	6000	FT	8 in. pipe, for job sizes from 1,001 ft. or more.	\$ _____	\$ _____
25.	3000	FT	10 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ _____	\$ _____
26.	3000	FT	10 in. pipe, for job sizes from 1,001 ft. or more.	\$ _____	\$ _____
27.	2000	FT	12 in. pipe, for job sizes from 1 ft. to 1,000 ft.	\$ _____	\$ _____
28.	2000	FT	12 in. pipe, for job sizes from 1,001 ft. or more.	\$ _____	\$ _____
Group IV The Purchase and Installation of Prefabricated Fiberglass Liners & High Density Polyethylene Manhole Liners					
29.	10	EA	Fiberglass Liner installation for, 42, in. manhole, per vertical foot of installation.	\$ _____	\$ _____

Total Bid (this page) _____

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for Sanitary Sewer Lining,
and Manhole Rehabilitation

Item No.	Quantity	Unit	Description	Unit Price	Total
30.	10	EA	Fiberglass Liner installation for, 48, in. manhole, per vertical foot of installation.	\$ _____	\$ _____
31.	2	EA	Fiberglass Liner installation for, 54, in. manhole, per vertical foot of installation.	\$ _____	\$ _____
32.	2	EA	Fiberglass Liner installation for, 60, in. manhole, per vertical foot of installation.	\$ _____	\$ _____
33.	10	EA	H.D.P.E. Liner installation for, 42, in. manhole, per vertical foot of installation.	\$ _____	\$ _____
34.	10	EA	H.D.P.E. Liner installation for, 48, in. manhole, per vertical foot of installation.	\$ _____	\$ _____
35.	2	EA	H.D.P.E. Liner installation for, 54, in. manhole, per vertical foot of installation.	\$ _____	\$ _____
36.	2	EA	H.D.P.E. Liner installation for, 60, in. manhole, per vertical foot of installation.	\$ _____	\$ _____
Group V The Purchase and Installation of RICIP – Point Repair					
37.	10	EA	RICIP point repair 5 feet long (1 standard leg or sleeve) for 12-in. size	\$ _____	\$ _____
38.	10	EA	RICIP point repair 5 feet long (1 standard leg or sleeve) for 18-in. size	\$ _____	\$ _____
39.	10	EA	RICIP point repair 5 feet long (1 standard leg or sleeve) for 24-in. size	\$ _____	\$ _____
40.	5	FT	Pricing for each additional foot of RICIP point repair in excess of 5 feet long (1 standard leg or sleeve) for 12 in. size.	\$ _____	\$ _____
41.	5	FT	Pricing for each additional foot of RICIP point repair in excess of 5 feet long (1 standard leg or sleeve) for 18 in. size.	\$ _____	\$ _____
42.	5	FT	Pricing for each additional foot of RICIP point repair in excess of 5 feet long (1 standard leg or sleeve) for 24 in. size.	\$ _____	\$ _____

Total Bid (this page) _____

INVITATION TO BID

You are invited to Bid on the following:

Annual Agreement for Sanitary Sewer Lining and
Manhole Rehabilitation

Item No.	Quantity	Unit	Description	Unit Price	Total
			<p>NOTE 1: ANY PROSPECTIVE BIDDER MUST HAVE, IN HAND, AT THE DATE OF BID ANY AND ALL LOCAL, STATE AND FEDERAL LICENSES, APPROVALS PERMITS, AUTHORIZATIONS AND CERTIFICATIONS WHICH WOULD BE APPLICABLE FOR ALL SERVICES TO BE RENDERED DURING THE LIFE OF THE AGREEMENT.</p> <p>NOTE 2: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTIONS, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.</p> <p>NOTE 3: THE ESTIMATED QUANTITIES PROVIDED IN THIS INVITATION TO BID ARE GIVEN ONLY AS A GUIDELINE FOR PREPARING THE BID AND SHOULD NOT BE CONSTRUED AS REPRESENTING ACTUAL QUANTITIES TO BE PURCHASED.</p>		

Total Bid _____

1. FOB Point Delivered Only
2. Terms of Payment (e.g. Net 30) Net 30 Days
3. The City shall receive shipment or project completion notice within _____ days from the date Vendor receives Official Purchase Order or Notice to Proceed.

Recheck your quotations prior to submission. Bids may not be changed after being opened.

**SPECIFICATIONS FOR INSTALLATION OF
RICIP – PIPE LINING**

PART 1 GENERAL

1.01 SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, and tools necessary for the point repair of sanitary lines by the installation of a Resin Impregnated Cured In Place Pipe (RICIP).

1.02 QUALITY ASSURANCE

A. Qualifications

1. The pipe liner process shall be the product of a manufacturer who is fully experienced, reputable and qualified in the process of pipe rehabilitation.
2. The CONTRACTOR shall be experienced with the means and methods of the materials utilized and the installation procedures.

1.03 REGULATORY REQUIREMENTS

The CONTRACTOR shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable federal, state, regional and local agencies.

1.04 ITEMS FURNISHED BY THE CITY

The CITY will be responsible for the following items pertaining to the work specified herein:

1. Necessary local permits;
2. Any repairs and/or obstruction removal necessary to prepare line section for work.

1.05 WARRANTY

- A. Installation: Provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the CITY.
- B. Liner: Manufacturer's standard warranty.

1.06 SUBMITTALS UPON REQUEST

Submit three copies of manufacturer's technical literature and recommended installation procedure.

PART 2 PRODUCTS

2.01 Materials

- A. The RICIP shall be fabricated to a size that when installed will fit tightly to the internal circumference of the conduit specified. Allowance shall be made for circumferential stretching during insertion.
- B. The finished RICIP shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage and associated gases.
- C. A general purpose, epoxy vinyl ester resin and catalyst system shall be furnished that provides cured physical strengths specified herein.
- D. Physical Strength: The cured RICIP shall conform to the minimum structural standards, as listed below.

<u>CURED RICIP</u>	<u>STANDARD</u>	<u>RESULTS</u>
Flexural Stress	ASTM D-790	4,500 psi
Flexural Modulus of Elasticity	ASTM D-790	250,000 psi

PART 3 EXECUTION

3.01 PREPARATION

- A. Safety - The CONTRACTOR shall carry out his operations in strict accordance with all OSHA, City Confined Space Program, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the CONTRACTOR shall be responsible for implementing traffic control procedures in conformance with CITY standards.
- B. Prior to Liner Installation
 - 1. Cleaning of Sewer

Sewers shall be cleared by CONTRACTOR forces of all dirt debris and other materials that would hinder proper insertion of the liner.
 - 2. Television Inspection
 - a. Sewer section to be lined shall be TV inspected with a video recording by the CONTRACTOR, noting location of the defect to be repaired and any other features, which could impair the Contractor's ability to line the pipe.

Existing sewer house connections that protrude or any other obstruction encountered which will prevent proper liner installation shall be called to the attention of the CITY so the CITY can resolve the method for their removal or repair. The CITY may request that the CONTRACTOR remove the obstruction by means of a robotic cutting device if one is available.

If the CONTRACTOR is requested to remove protruding laterals by a robotic cutting method, finished laterals shall protrude no more than 1/4 inch into the pipe.

- b. No lining shall be performed until the sewer has been properly prepared. If the sewer is unacceptable for lining, the CONTRACTOR shall review the TV inspection report and determine the location(s) where spot repair(s) or additional cleaning is required. Additional cleaning shall be performed by the CONTRACTOR at no additional cost to the City; spot repairs, where necessary, shall be performed by the City.

3. Bypassing Sewage

The CONTRACTOR shall bypass the sewage around the section or sections of sewer to be lined if required to maintain service. The bypass shall be made by plugging an existing upstream manhole and pumping the sewage into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the maximum flow experienced in the line.

4. Sewer House Connections

The CONTRACTOR shall be responsible for continuity of sanitary sewer service to each facility connected to the main sewer during the execution of the work of this contract. In the event that sewage backup occurs and enters dwellings, the CONTRACTOR shall be responsible for cleanup, repair and property damage costs and claims as associated therewith.

3.02 INSTALLATION

- A. The method of installation of the RICIP repair sleeve shall be in accordance with installation criteria supplied by the manufacturer and approved by the CITY. The installation method shall minimize resin loss, dilution or contamination as a result of contact with the pipe or its contents. The liner thickness shall be selected by the Contractor based upon the depth of line and hydrostatic pressure of groundwater in the area.
- B. The RICIP sleeve shall be held tightly in place through its full length and circumference until cured.
- C. The finished RICIP sleeve shall be continuous over the entire length of the repair and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delimitation.

- D. During the warranty period, any defects, which will affect the integrity or strength of the liner, shall be repaired by the Contractor's expense in a manner mutually agreed by the CITY and the CONTRACTOR.

3.03 INSPECTING

After the work is completed, the CONTRACTOR shall provide the CITY with a videotape showing the completed work, including, the restored conditions.

3.04 DISPOSAL OF DEBRIS

- A. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
- B. All solids or semi-solids resulting from the operations shall be removed from the site by the CONTRACTOR. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
- C. Disposal shall be at a suitable site selected by the CONTRACTOR and approved by the appropriate jurisdictional personnel.

END OF SECTION

**SPECIFICATIONS FOR INSTALLATION OF
RICIP - PIPE LINING AND POINT REPAIR**

PART 1 GENERAL

1.01 SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, and tools necessary for the point repair or full reconstruction of sanitary lines by the installation of a Resin Impregnated Cured In Place Pipe (RICIP).

1.02 QUALITY ASSURANCE

A. Qualifications

1. The pipe liner process shall be the product of a manufacturer who is fully experienced, reputable and qualified in the process of pipe rehabilitation.
2. The CONTRACTOR shall be experienced with the means and methods of the materials utilized and the installation procedures.

1.03 REGULATORY REQUIREMENTS

The CONTRACTOR shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable federal, state, regional and local agencies.

1.04 ITEMS FURNISHED BY THE CITY

The CITY will be responsible for the following items pertaining to the work specified herein:

1. Necessary local permits;
2. Any repairs and/or obstruction removal necessary to prepare line section for work.

1.05 WARRANTY

- A. Installation: Provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the CITY.
- B. Liner: Manufacturer's standard warranty.

1.06 SUBMITTALS UPON REQUEST

Submit three copies of manufacturer's technical literature and recommended installation procedure.

PART 2 PRODUCTS

2.01 Materials

- A. The RICIP shall be fabricated to a size that when installed will fit the internal circumference of the conduit specified. Allowance shall be made for circumferential stretching during insertion.
- B. The finished RICIP shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage and associated gases.
- C. A general purpose, epoxy vinyl ester resin and catalyst system shall be furnished that provides cured physical strengths specified herein.
- D. Physical Strength: The cured RICIP shall conform to the minimum structural standards, as listed below.

<u>CURED RICIP</u>	<u>STANDARD</u>	<u>RESULTS</u>
Tensile Stress	ASTM D-638	3,000 psi
Flexural Stress	ASTM D-790	4,500 psi
Flexural Modulus of Elasticity	ASTM D-790	25,000 psi

PART 3 EXECUTION

3.01 PREPARATION

- A. Safety - The CONTRACTOR shall carry out his operations in strict accordance with all OSHA, City Confined Space Program, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the CONTRACTOR shall be responsible for implementing traffic control procedures in conformance with CITY standards.
- B. Prior to Liner Installation
 - 1. Cleaning of Sewer

Sewers shall be cleared by CONTRACTOR forces of all debris, roots and other materials that would hinder proper insertion of the liner.
 - 2. Television Inspection
 - a. Sewer section to be lined shall be TV inspected with a video recording by the CONTRACTOR, noting location of all sewer house connection openings and obstructions.

Existing sewer house connections that protrude or any other obstruction encountered which will prevent proper liner installation shall be called to the attention of the CITY so the CITY can resolve the method for their removal or repair. The CITY may request that the CONTRACTOR remove the obstruction by means of a robotic cutting device if one is available.

The CONTRACTOR is requested to remove protruding laterals by a robotic cutting method, finished laterals shall protrude no more than 1/4 inch into the pipe.

- b. No lining shall be performed until the sewer has been properly prepared. If the sewer is unacceptable for lining, the contractor shall review the TV inspection report and determine the location(s) where spot repair(s) or additional cleaning is required. Additional cleaning shall be performed by the CONTRACTOR as required.

3. Bypassing Sewage

The CONTRACTOR shall bypass the sewage around the section or sections of sewer to be lined if required to maintain service. The bypass shall be made by plugging an existing upstream manhole if necessary and pumping the sewage into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the maximum flow experienced in the line.

4. Sewer House Connections

The CONTRACTOR shall be responsible for continuity of sanitary sewer service to each facility connected to the main sewer during the execution of the work of this contract. In the event that sewage backup occurs and enters dwellings, the CONTRACTOR shall be responsible for cleanup, repair and property damage costs and claims.

3.02 INSTALLATION

- A. The method of installation of the RICIP shall be in accordance with design criteria supplied by the manufacturer and approved by the City Engineer.
- B. The RICIP shall be cured by a circulation of heated water. The water temperature and curing period shall be as recommended by the resin manufacturer.
- C. The hardened RICIP shall be cooled to a temperature below 100°F before relieving the static head in the inversion process or the inflation pressure used by other methods. Care shall be taken in the release of the static head so that a vacuum will not be developed that could damage the installed RICIP.
- D. The finished RICIP shall be continuous over the entire length of the repair and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delimitation.

- E. During the warranty period, any defects, which will affect the integrity or strength of the liner, shall be repaired by the Contractor's expense in a manner mutually agreed by the CITY and the CONTRACTOR.

3.03 SEALING LINER AT MANHOLES

For a leak tight seal between the liner and the manhole wall, the CONTRACTOR shall apply a sealing material at that point. The sealing materials and methods shall be approved by the CITY prior to installation and shall be performed at no additional cost.

3.04 SERVICE CONNECTIONS

After the liner has been installed, the CONTRACTOR shall reconnect the existing service connections as designated by the CITY. The methods of reconnection shall be one or a combination of the following:

1. Enter the liner from within by means of a television camera and cutting device that reestablishes connections to 100% capacity and leaves edges free of burrs, projections into the lateral opening, or other irregularities.
2. Excavate and reconnect through use of saddle or strap-on Neoprene Gasket Saddle, as conditions require, used with City's approval at selected locations where other methods are not appropriate.
3. All service connections into the liner shall be made leak tight at the point between the liner and the service connection through the application of appropriate grouts or sealants. Materials used for this purpose shall be approved by the CITY prior to their installation.

3.05 BACKFILL

- A. At all points where the liner pipe has been exposed (such as at service connection fittings or other points where the old pipe must be removed) the liner pipe and fittings shall be encased in cement-stabilized sand or other high-density material as specified by the City's representative to prevent deflection due to earth loading or subsidence.
- B. At this point, in preparation for the placing of the pipe encasement material, debris and soil shall be removed along each side of the existing pipe down to the spring line.
- C. After the encasement material is in place and accepted by the CITY, backfill shall be placed and compacted to finished grade as directed by the CITY. Particular care shall be taken to insure compaction of earth beneath the lateral pipe in order to reduce subsidence and resultant bending of the lateral connection at the sewer main.

3.06 INSPECTING

After the work is completed the CONTRACTOR shall provide the CITY with a videotape showing the completed work, including, the restored conditions.

3.07 DISPOSAL OF DEBRIS

- A. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
- B. All solids or semi-solids resulting from the operations shall be removed from the site by the CONTRACTOR. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
- C. Disposal shall be at a suitable site selected by the CONTRACTOR and approved by the appropriate jurisdictional personnel.

END OF SECTION

**SPECIFICATIONS FOR INSTALLATION OF
FIBERGLAS MANHOLE LINERS AND
HIGH DENSITY POLYETHYLENE MANHOLE LINERS**

PART I GENERAL

1.01 SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, and tools necessary for the installation of a deformed polyethylene pipe liner into existing sewer lines.

1.02 QUALITY ASSURANCE

A. Qualifications

1. The pipe liner process shall be the product of a manufacturer who is fully experienced, reputable and qualified in the process of pipe rehabilitation procedures.
2. The CONTRACTOR shall have a minimum of three (3) years experience with the means and methods of the materials utilized and the installation procedures.

1.03 REGULATORY REQUIREMENTS

The CONTRACTOR shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable federal, state, regional and local agencies.

1.04 ITEMS FURNISHED BY THE CITY

The CITY will be responsible for the following items pertaining to the work specified herein:

- A. Necessary local permits;
- B. Any repairs and/or obstruction removal necessary to prepare line section for work.

1.05 WARRANTY

- A. Installation: Provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the CITY.
- B. Liner: Manufacturer's standard warranty.

1.06 SUBMITTALS UPON REQUEST

Submit three (3) copies of manufacturer's technical literature and recommended installation procedures.

1.07 REFERENCES

This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made part hereof by such reference and shall be the latest edition and revision thereof.

PART 2 PRODUCTS

2.01 GENERAL

The purpose here is to give a general description of what is required, not to cover all details, which may vary in accordance with exact requirements of the repairs. Intention is to cover the furnishing, delivery, installation and field-testing of all materials, equipment and apparatus.

2.02 MATERIALS AND EQUIPMENT -- PREFABRICATION FIBERGLASS LINER

- A. The materials used for lining manholes shall be engineered to support a standard 16,000 pound vertical dynamic wheel load (AASHTO H₂O) when used in conjunction with the reinforced precast top slab or integral fiberglass cone section.
- B. The manhole shall be fitted with fiberglass line with no sidewall joints, seams or sections. The manhole liner shall meet all requirements of ASTM Specification D3753 for glass fiber reinforced polyester manholes.
- C. The annular void grout shall be standard 6-bag (Type II) Portland Cement mix with 1/4" (maximum) coarse aggregate producing a minimum 3000 psi compressive strength at full cure (28 days).
- D. A quick setting , high strength cement grout shall be used for positioning and sealing the liner prior to annular void grouting.
- E. An anti-floatation anchor shall be required in accordance with the manufacturer's recommendation.

2.03 HIGH DENSITY POLYETHYLENE (HDPE) LINER

- A. The materials used for lining manholes shall be engineered to support a standard 16,000 pound vertical dynamic shell load (AASHTO H-20) when used in conjunction with the reinforced precast top slab.
- B. All materials used in the manhole shall be made of high density, high molecular weight polyethylene pipe material meeting the requirements of Type III, Class C, Category 5, Grade P34 per ASTM D-1248.
- C. The annular void grout shall be standard 6-bag (Type II) Portland cement mix with 1/4" (max) coarse aggregate producing a minimum of 3000 psi compressive strength at full cure (28 days).

- D. A quick setting, high strength cement grout shall be used for positioning and sealing the liner prior to annular void grouting.
- E. An anti-floatation anchor shall be required in accordance with manufacturer's recommendations.

2.04 LINED PRECAST MANHOLE TOP SLAB

- A. Concrete shall be 4000 psi minimum
- B. Reinforcing steel shall be grade 60
- C. Manhole liner top shall be ¼" minimum thickness HPDE or Fiberglass (same material as manhole liner) cast into concrete with an approved anchoring system.
- A. Use an acid proof mortar mix set and level the manhole frame on the precast top slab. The Contractor shall utilize City approved mortar.

PART 3 EXECUTION

3.01 PREPARATION

- A. Safety - The CONTRACTOR shall carry out his operations in strict accordance with all OSHA, City Confined Space Program, Fall Protection Program, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the CONTRACTOR shall be responsible for implementing traffic control procedures in conformance with CITY/COUNTY/STATE standards, depending on the jurisdiction of the roadway.

3.02 MANHOLE LINER INSTALLATION (pre fabricated fiberglass and HPDE liners)

- A. This method requires the excavation and removal of the existing manhole frame, chimney, corbel/cone, and other portion as needed up to the full depth and the insertion of a pre fabricated fiberglass or HPDE manhole liner.
- B. Excavate the area around the top of the existing manhole frame and portion of the existing manhole sufficiently wide and deep to facilitate the removal of the manhole frame and portion of the existing manhole to allow for installation of manhole liner.
- C. The bottom of the manhole liner shall be cut to fit the existing manhole bench as closely as possible. Cut outs in manhole liner shall be made to accommodate existing inlets, drops and cleanouts.
- D. The manhole liner shall be lowered into the existing brick or concrete manhole and set into a quick setting grout mixture. A thorough bottom seal shall be obtained in order to prevent loss of grout from the annular space between the outside of the manhole liner and the interior of the old manhole.

A 6-inch minimum height of a quick setting grout shall be placed above the initial bottom seal in the annular void area between the manhole liner and the existing brick or concrete manhole to ensure adequacy of the bottom seal. The gap from drops, cleanouts, laterals and existing piping between the existing manhole and the new manhole liner wall shall be bridged with short lengths of pipe of the same material as the liner and/or as approved by the city.

All manhole surfaces not covered by the liner shall be hand covered with like material.

- E. The annular void between the manhole liner and the existing brick or concrete manhole shall be filled with a city approved cement grout.
- F. Precast manhole to slab shall be completely protected from chemical attacks by a 1/4" minimum thickness liner (same material as manhole liner) extending from manhole liner outside diameter along the bottom of the flat slab top, continuing up the chimney and returning on to top of flat slab top (2" minimum) Liner material shall be cast into concrete to slab with an approved anchoring system and shall be continuous, free to voids and pinholes. The manhole top slab, frame and cover shall be installed in accordance with the standard detail. The top slab shall be designated to support a standard 16,000-pound vertical dynamic wheel load (AASHTO H₂O).
- G. All extrusion welding for HDPE installation or lamination of fiberglass shall result in equal thickness and strength as the manhole liner and be constructed in accordance with the manufacturer's recommendations.

3.03 BACKFILL

- A. At all points where the liner pipe has been exposed (such as at service connection fittings or other points where the old pipe must be removed) the liner pipe and fittings shall be encased in cement-stabilized sand or other high-density material as specified by the City's representative to prevent deflection due to earth loading or subsidence.
- B. At this point, in preparation for the placing of the pipe encasement material, debris and soil shall be removed along each side of the existing pipe down to the spring line.
- C. After the encasement material is in place and accepted by the CITY, backfill shall be placed and compacted to finished grade as directed by the CITY. Particular care shall be taken to insure compaction of earth beneath the lateral pipe in order to reduce subsidence and resultant bending of the lateral connection at the sewer main.

3.04 INSPECTING

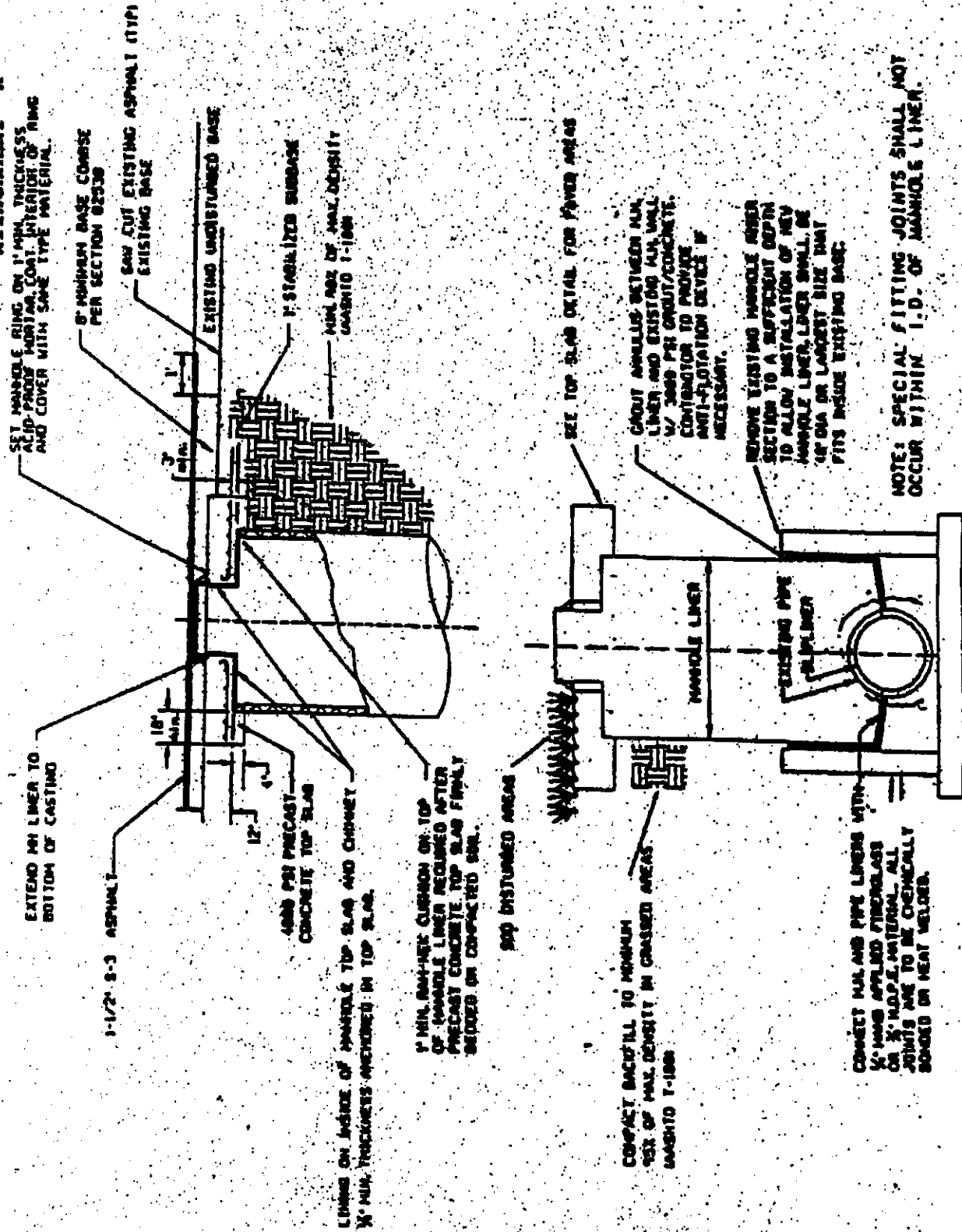
After the work is completed the CONTRACTOR shall provide the CITY with a videotape and written log sheet(s) showing the completed work, including, the restored conditions.

3.05 DISPOSAL OF DEBRIS

- A. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
- B. All solids or semi-solids resulting from the operations shall be removed from the site by the CONTRACTOR. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
- C. Disposal shall be at a suitable site selected by the CONTRACTOR and approved by the appropriate jurisdictional personnel.

END OF SECTION

ATTACHMENT "A"



**SPECIFICATIONS FOR
POLYVINYL CHLORIDE - PIPE LINING SEWER LINES**

PART 1 GENERAL

1.01 SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, and tools necessary for the installation of a deformed polyvinyl chloride liner into existing sewer lines.

1.02 QUALITY ASSURANCE

A. Qualifications

1. The pipe liner process shall be the product of a manufacturer who is fully experienced, reputable and qualified in the process of pipe rehabilitation procedures.
2. The CONTRACTOR shall have a minimum of three (3) years experience with the means and methods of the materials utilized and the installation procedures.

1.03 REGULATORY REQUIREMENTS

The CONTRACTOR shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable federal, state, regional and local agencies.

1.04 ITEMS FURNISHED BY THE CITY

The CITY will be responsible for the following items pertaining to the work specified herein:

1. Necessary local permits;
2. Any repairs and/or obstruction removal necessary to prepare line section for work.

1.05 WARRANTY

- a. Installation: Provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the CITY.
- b. Liner: Manufacturer's standard warranty.

1.06 SUBMITTALS UPON REQUEST

Submit three (3) copies of manufacturer's technical literature and recommended installation procedures.

1.07 REFERENCES

This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made part hereof by such reference and shall be the latest edition and revision thereof.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The liner pipe shall be fabricated from materials (i.e. polyvinyl chloride), which are chemically resistant to withstand internal exposure to domestic sewage.
- B. The following material is approved for installation in sanitary sewer lines:

The sewer line pipe and fittings shall be manufactured from PVC compounds having a cell classification of 12111C, 12334-B, 12344B or 16213-B in accordance with ASTM D1784.

- 1. All sewer pipes shall be tested in conformance with ASTM D638 and ASTM D790 for tensile strength, tensile modulus, flexural strength and flexural modulus. The minimum structural standards for this material shall be:

<u>PHYSICAL CHARACTERISTICS</u>	<u>TEST PROCEDURE</u>	<u>PIPE MATERIAL PVC</u>
Tensile Strength	ASTM D-638	4800 psi
Tensile Modulus	ASTM D-638	155000 psi
Flexural Strength	ASTM D-790	6000 psi
Flexural Modulus	ASTM D-790	145000 psi

Test samples of each size and strength class shall be selected at random from pipe to be furnished under the Contract. One (1) test shall be made on each size and strength class of pipe for each five thousand (5,000) feet of pipe or part thereof furnished under the Contract.

- C. Tests for compliance with this Specification shall be made according to the applicable ASTM Specifications. A certificate of compliance with this Specification for all material furnished under the Contract shall be provided by the manufacturer upon request.
- D. The outside diameter shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit. The outside diameter of the liner shall be at least equal, preferably larger than the inside diameter of the conduit. Allowance shall be made for misaligned and missing conduit.

The standard Dimension Ratio (SDR) of liner shall be based on the evaluation of the design considerations but shall at a minimum be 32.5. These considerations normally include an evaluation of: 1) Flow capacity. 2) External loads (hydrostatic pressure and/or static and dynamic earth loads), and 3) Internal pressure, if applicable. The Contractor shall recommend liner SDR based on an evaluation of these conditions.

The CONTRACTOR shall determine the minimum length for each section to provide at least two (2) feet excess at both ends of the liner pipe section to be processed. The CONTRACTOR shall verify the lengths in the field before insertion. Individual insertion runs can be made over one or more manhole sections as determined in the field by the CONTRACTOR and approved by the CITY.

PART 3 EXECUTION

3.01 PREPARATION

A. Safety - The CONTRACTOR shall carry out his operations in strict accordance with all OSHA, City Confined Space Program, Fall Protection Program, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the CONTRACTOR shall be responsible for implementing traffic control procedures in conformance with CITY/COUNTY/STATE standards, depending on the jurisdiction of the roadway.

B. Prior to Liner Installation

1. Cleaning of Sewer

Sewers shall be cleared by CONTRACTOR forces of all debris, roots and other materials that would hinder proper insertion of the liner.

2. Television Inspection

a. Sewer section to be lined shall be T.V. inspected with a video recording by the CONTRACTOR, noting location of all sewer house connection openings and obstructions by means of an audio voice-over on the video tape and a written log sheet for each section.

Existing sewer house connections that protrude or any other obstruction encountered which will prevent proper liner installation shall be called to the attention of the CITY so the CITY can resolve the method for their removal or repair.

The CITY may request that the CONTRACTOR remove the obstruction by means of a robotic cutting device if one is available.

If the CONTRACTOR is requested to remove protruding laterals by a robotic cutting method, finished laterals shall protrude no more than 1/4 inch into the pipe.

- b. No lining shall be performed until the sewer has been properly prepared. If the sewer is unacceptable for lining, the contractor shall review the TV inspection report and determine the location(s) where spot repair(s) or additional cleaning is required. Additional cleaning shall be performed by the CONTRACTOR; spot repair, where necessary, shall be performed by the City.

3. Bypassing Sewage

The CONTRACTOR shall bypass the sewage around the section or sections of sewer to be lined if required to maintain service. The bypass, if necessary, shall be made by plugging an existing upstream manhole if necessary and pumping the sewage into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the maximum flow experienced in the line. The bypass shall be setup to minimize disruption to vehicular traffic.

4. Sewer House Connections

The CONTRACTOR shall be responsible for continuity of sanitary sewer service to each facility connected to the main sewer during the execution of the work of this contract. In the event that sewage backup occurs and enters dwellings, the CONTRACTOR shall be responsible for cleanup, repair and property damage costs and claims.

3.02 INSTALLATION

- A. The polyvinyl chloride liner shall be inserted into the existing sewer line with a power winch and steel cable connected to the end of the liner by use of an appropriate pulling header or other approved pulling method. A second pulling head may be attached to the other end of the liner for attachment of a tag line to pull the liner back out of the sewer line, if necessary. Length of the liner pipe to be inserted at any one time shall be governed by the winch drum capacity and winching power available and consideration of the size and condition of the sewer.

- B. Reforming - After insertion is completed, the CONTRACTOR shall supply a suitable heat/pressure source. The equipment shall be capable of delivering steam or hot fluid and pressure throughout the section to uniformly raise the temperature to the level required to form the liner.
- C. The heat source shall be fitted with suitable monitors to gauge the temperature and pressure of the fluid injected.
- D. Cool-down may be accomplished by the introduction of cool water and air or other approved method.
- E. Finish - The finished liner shall be continuous over the entire length of the insertion and be as free as practicable from visual defects such as splits, creases or foreign inclusions. Liner ends shall be secured at both the upstream and downstream manholes to prevent creep or slippage following installation.
- F. During the warranty period, and defects which will affect the integrity or strength of the liner shall be repaired at the CONTRACTOR's expense in a manner mutually agreed to by the CITY and the CONTRACTOR.

3.03 SEALING LINER AT MANHOLES

For a leak tight seal between the liner and the manhole wall, the CONTRACTOR shall apply a sealing material at that point. The sealing materials and methods shall be approved by the CITY prior to installation and shall be performed at no additional cost.

All liner ends in manholes shall be secured to help eliminate contraction, expansion and other movements of the liner pipe. Liner pipe ends shall be secured by either inserting two stainless steel bolts/nuts with washers, or two, 2" x 2" x 1/2" blocks of polyethylene heat welded at 10:00 and 2:00 position on the liner ends that are protruding into manholes.

3.04 SERVICE CONNECTIONS

After the liner has been installed, the CONTRACTOR shall reconnect the existing service connections as designated by the CITY. The methods of reconnection shall be one or a combination of the following:

- 1. Enter the liner from within by means of a television camera and utilizing a cutting device that reestablishes connections to 100% capacity and leaves edges free of burrs or other irregularities. The area from the invert to the spring line of the lateral must be restored with no projections into the lateral opening. Minor overlap at the crown of the lateral is acceptable.

2. Excavate and reconnect through use of saddle or strap-on Neoprene Gasket Saddle, as conditions require, used with City's approval at selected locations where other methods are not appropriate.
3. All service connections into the liner shall be made leak tight at the point between the liner and the service connection through the application of appropriate grouts or sealants. Materials used for this purpose shall be approved by the CITY prior to their installation.
4. Should the system video inspection reveal leaks in the lateral upstream of the point of connection with the mainline, the City may request the CONTRACTOR to grout seal the lateral in addition to what is required to seal the liner/lateral interface. In such areas, the City shall pay the CONTRACTOR for grout used on a per gallon basis. The quantity of grout used must be confirmed by a Representative of the City prior to the CONTRACTOR submitting an invoice for reimbursement for this item.

3.05 BACKFILL

At all points where the liner pipe has been exposed (such as at service connection fittings or other points where the old pipe must be removed) the liner pipe and fittings shall be encased in cement-stabilized sand or other high-density material as specified by the City's representative to prevent deflection due to earth loading or subsidence.

At this point, in preparation for the placing of the pipe encasement material, debris and soil shall be removed along each side of the existing pipe down to the spring line.

After the encasement material is in place and accepted by the CITY, backfill shall be placed and compacted to finished grade as directed by the CITY. Particular care shall be taken to insure compaction of earth beneath the lateral pipe in order to reduce subsidence and resultant bending of the lateral connection at the sewer main.

3.06 INSPECTING

After the work is completed the CONTRACTOR shall provide the CITY with a videotape and written log sheet(s) showing the completed work, including, the restored conditions.

3.07 DISPOSAL OF DEBRIS

- A. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
- B. All solids or semi-solids resulting from the operations shall be removed from the site by the CONTRACTOR. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
- C. Disposal shall be at a suitable site selected by the CONTRACTOR and approved by the appropriate jurisdictional personnel.

END OF SECTION

**SPECIFICATIONS FOR INSTALLATION OF
POLYETHYLENE PIPE LINING – SEWER LINES**

PART 1 GENERAL

1.01 SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, and tools necessary for the installation of a deformed polyethylene liner into existing sewer lines.

1.02 QUALITY ASSURANCE

A. Qualifications

1. The pipe liner process shall be the product of a manufacturer who is fully experienced, reputable and qualified in the process of pipe rehabilitation procedures.
2. The CONTRACTOR shall have a minimum of three (3) years experience with the means and methods of the materials utilized and the installation procedures.

1.03 REGULATORY REQUIREMENTS

The CONTRACTOR shall comply with all applicable laws, rules, regulations or ordinances imposed by all applicable federal, state, regional and local agencies.

1.04 ITEMS FURNISHED BY THE CITY

The CITY will be responsible for the following items pertaining to the work specified herein:

- A. Necessary local permits;
- B. Any repairs and/or obstruction removal necessary to prepare line section for work.

1.05 WARRANTY

- A. Installation: Provide a full labor and materials warranty for a period of twelve months from the date of acceptance by the CITY.
- B. Liner: Manufacturer's standard warranty.

1.06 SUBMITTALS UPON REQUEST

Submit three (3) copies of manufacturer's technical literature and recommended installation procedures.

1.07 REFERENCES

This specification references American Society for Testing and Materials (ASTM) standard specifications, which are made part hereof by such reference and shall be the latest edition and revision thereof.

PART 2 PRODUCTS

2.01 MATERIALS

A. The liner pipe shall be fabricated from materials (i.e. polyethylene), which are chemically resistant to withstand internal exposure to domestic sewage.

B. The following material is approved for installation in sanitary sewer lines:

The sewer line pipe and fittings shall be manufactured from high-density polyethylene pipe compound, which meets the performance requirements of ASTM F15333 -- Standard Specifications for Deformed Polyethylene Liner.

C. Tests for compliance with this Specification shall be made according to the applicable ASTM Specifications. A certificate of compliance with this Specification for all material furnished under the Contract shall be provided by the manufacturer upon request.

D. The outside diameter shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit. The outside diameter of the liner shall be at least equal, preferably larger than the inside diameter of the conduit. Allowance shall be made for misaligned and missing conduit. The standard Dimension Ratio (SDR) of liner shall be based on the evaluation of the design considerations .

E. These considerations normally include an evaluation of: 1) Flow capacity. 2) External loads (hydrostatic pressure and/or static and dynamic earth loads, and 3) Internal pressure, if applicable. The Contractor shall recommend liner SDR based on an evaluation of these conditions.

F. The CONTRACTOR shall determine the minimum length for each section to provide at least two (2) feet excess at both ends of the liner pipe section to be processed. The CONTRACTOR shall verify the lengths in the field before insertion. Individual insertion runs can be made over one or more manhole sections as determined in the field by the CONTRACTOR and approved by the CITY.

PART 3 EXECUTION

3.01 PREPARATION

A. Safety - The CONTRACTOR shall carry out his operations in strict accordance with all OSHA, City Confined Space Program, Fall Protection Program, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. In addition, the CONTRACTOR shall be responsible for implementing traffic control procedures in conformance with CITY/COUNTY/STATE standards, depending on the jurisdiction of the roadway.

B. Prior to Liner Installation

1. Cleaning of sewer lines

Sewer lines shall be cleared of all debris, roots and other materials that would hinder proper insertion of the liner by the Contractor.

2. Television Inspection

a. Sewer sections to be lined shall be TV inspected with a video recording by the CONTRACTOR, noting locations of all sewer house openings and obstructions .

Existing sewer house connections that protrude or any other obstruction encountered which will prevent proper liner installation shall be called on to the attention of the City, so the City may request that the Contractor remove the obstruction by means of a robotic cutting device if one is available.

The Contractor is requested to remove protruding laterals by a robotic cutting method, finished laterals shall protrude no more than ¼" into the pipe.

b. No lining shall be performed until the storm water line has been properly prepared. If the storm water line is unacceptable for lining, the contractor shall review the TV inspection report and determine the location(s) where spot repair(s) or additional cleaning is required. Additional cleaning shall be performed by the CONTRACTOR where necessary.

3. Bypassing Sewage

The CONTRACTOR shall bypass the sewage around the section or sections of sewer to be lined if required to maintain service . The bypass shall be made by plugging an existing upstream manhole if necessary and pumping the sewage into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the maximum flow experienced in the line. The bypass shall be setup to minimize disruption to vehicular traffic.

Sewer House Connections:

The CONTRACTOR shall be responsible for continuity of sanitary sewer service to each facility connected to the main sewer during the execution of the work of this contract. In the event that sewage backup occurs and enters the dwellings , the CONTRACTOR shall be responsible for cleanup, repair and property damage costs and claims.

3.02 INSTALLATION

- A. The polyethylene liner shall be inserted into the existing sewer line with a power winch and steel cable connected to the end of the liner by use of an appropriate pulling header or other approved pulling method. A second pulling head may be attached to the other end of the liner for attachment of a tag line to pull the liner back out of the sewer line, if necessary. Length of the liner pipe to be inserted at any one time shall be governed by the winch drum capacity and wincing power available and consideration of the size and condition of the sewer.
- B. Reforming - After insertion is completed, the CONTRACTOR shall supply a suitable heat/pressure source. The equipment shall be capable of delivering steam or hot fluid and pressure throughout the section to uniformly raise the plastic temperature of the mass of plastic to the temperature required to form the liner.
- C. The heat source shall be fitted with suitable monitors to gauge the temperature and pressure of the fluid injected.
- D. Cool-down may be accomplished by the introduction of cool water and air or other approved method.
- E. Finish - The finished liner shall be continuous over the entire length of the insertion and be as free as practicable from visual defects such as splits, creases or foreign inclusions. It shall all meet the pressure test specified below.
- F. During the warranty period, and defects which will affect the integrity or strength of the liner shall be repaired at the Contractor's expense in a manner mutually agreed to by the CITY and the CONTRACTOR.

3.03 SEALING LINER AT MANHOLES / SECURING LINER AT MANHOLE

- A. Sealing Liner -- For a leak tight seal between the liner and the manhole wall, the CONTRACTOR shall apply a sealing material at that point. The sealing materials and methods shall be approved by the CITY prior to installation and shall be performed at no additional cost.
- B. Securing Liner at manholes -- All liner ends in manholes shall be secured to help eliminate contraction, expansion and other movement of liner pipe. Liner pipe ends shall be secured by either inserting two stainless steel bolts/nuts with washers or two 2" x 2"x 1/2" blocks of polyethylene heat welded at 10:00 and 2:00 position on the liner ends that are protruding into manholes.

3.04 SERVICE CONNECTIONS

After the liner has been installed, the Contractor shall reconnect the existing service connection as designated by the City. The methods of reconnection shall be one or a combination of the following :

1. Enter the liner from within by means of a television camera and cutting device that re-establishes connections to 100% capacity and leaves edges free of burrs, projections into the lateral opening, or other irregularities.
2. Excavate and reconnect through use of a saddle or strap-on Neoprene Gasket Saddle, as conditions require, used with the City's approval at selected locations where other methods are not appropriate.
3. Contractor shall use remote air bladder testing to ensure proper sealing of laterals and reconnection annulus spaces. Contractor shall position the remote air bladder packer over the lateral opening and inflate the inversion tube to isolate the lateral. The bladder shall be pressurized to 4 psi plus 0.5 psi for each foot the groundwater table is above the sewer invert elevation. The maximum test pressure shall be 9 psi. Once the air pressure has established the air supply shall be disconnected and the time required for the void pressure to drop 0.5 psi shall be recorded. If the pressure drops more than 0.5 psi in 10 seconds, the area has failed the test and shall be regouted and retested until passing.

3.05 BACKFILL

At all points where the liner pipe has been exposed (such as at service connection fittings or other points where the old pipe must be removed), the liner pipe and fittings shall be encased in cement stabilized sand or other high density material as specified by the City's representative to prevent deflection due to earth loading or subsidence.

At this point, in preparation for the placing of the pipe encasement materials, debris and soil shall be removed along each side of the existing pipe down to the spring line.

After the encasement material is in place and accepted by the City, backfill shall be placed and compacted to finished grade as directed by the City. Particular care shall be taken to ensure compaction of earth beneath the lateral pipe in order to reduce subsidence and resultant bending of the lateral connection at the sewer main.

3.06 INSPECTING

After the work is completed the CONTRACTOR shall provide the CITY with a videotape showing the completed work, including, the restored conditions.

3.07 DISPOSAL OF DEBRIS

- A. Under no circumstances shall sewage or solids be dumped onto the ground surface, streets or into ditches, catch basins or storm drains.
- B. All solids or semi-solids resulting from the operations shall be removed from the site by the CONTRACTOR. Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur.
- C. Disposal shall be at a suitable site selected by the CONTRACTOR and approved by the appropriate jurisdictional personnel.

END OF SECTION

**"NO BID" RESPONSE
TO
INVITATION TO BID**

CITY OF ORLANDO, FLORIDA
OFFICE OF PURCHASING AND MATERIALS MANAGEMENT
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

City of Orlando, Florida
Office of Purchasing and Materials Management
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990

We have received Invitation To Bid No. BI02-1660, opening at 3:00 p.m. on **July 29, 2002**.

Reason for not bidding: _____

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided.
2. **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.
3. **NO BID FORM:** In the event you elect not to bid this requirement, respond by returning this form, marking it "NO BID" and the reason therefor. Repeated failure to quote without sufficient justification shall be cause for removal of the suppliers name from the bid list. NOTE: To qualify as a respondent, bidder must submit a "BID" or "NO BID" and it must be received no later than the stated bid opening date and time.
4. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. It is the bidders responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be returned but will be retained in the "BID FILE" unopened. Offers by telephone for a sealed bid cannot be accepted. A Telegram Bid may be accepted only at the discretion of and with prior approval of the Director of Purchasing.
5. **PRICES, TERMS, and PAYMENT:** All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Orlando Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Orlando to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.
 - a) **TAXES:** The City of Orlando does not pay Federal excise and State sales taxes. Our tax exemption number is 58-12-94438-54C and is also stipulated on all our Purchase Orders.
 - b) **POLITICAL SUBDIVISIONS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Orlando, who might wish to purchase under a State Purchase Contract. The City of Orlando therefore reserves the right to purchase any commodities from a State Purchase Contract if in the best interest of the City.
 - c) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be a bidder's risk.
 - d) **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - e) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - f) **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Orlando Purchase Order Number.
 - g) **INVOICING and PAYMENT:** The supplier shall be paid upon submission of invoices to: The Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida 32801. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Orlando Purchase Order Number.
6. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Orlando. Further, all bidders must disclose the name of any City of Orlando employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidders firm or any of its branches.
7. **AWARDS:** As the best interest of the City of Orlando may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any all bids or waive any informality or technicality in bids received.
8. **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Orlando, unless loss of damage results from negligence by the City of Orlando or its Departments.
9. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Orlando Director of Purchasing shall be final and binding on both parties.
10. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.
11. **LIABILITY:** The vendor shall hold and save the City of Orlando, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order which may result from this bid.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Director of Purchasing, City of Orlando

SPECIAL CONDITIONS

1. RECEIPT OF BIDS - DUE DATE:

- a. **Sealed bids in an original and one (1) copy** shall be submitted to the Office of the Director of Purchasing no later than **3:00 p.m., Monday, July 29, 2002**. Bids will not be accepted after this time and date.
- b. Each bid shall be submitted in a sealed envelope prior to the time established for opening of bids, and the envelope shall be marked with the bid number, title of the bid, and bid opening date.
- c. If submitted by mail, the envelope shall be enclosed in another envelope addressed to the Director of Purchasing. If submitted otherwise than by mail, it shall be delivered to the Office of the Director of Purchasing.
- d. Sealed bids are to be addressed as follows for either mail or hand delivery:

Mr. Jon Mead, C.P.M.
Director of Purchasing
City of Orlando
Office of Purchasing and Materials Management
City Hall at One City Commons
400 S. Orange Avenue - Fourth Floor
P.O. Box 4990
Orlando, Florida 32802-4990

- e. Bids submitted by mail must be received in the Office of the Director of Purchasing by the time specified herein for the opening thereof.

2. WITHDRAWAL OF BIDS:

Bidders may withdraw a bid after it has been deposited with the Purchasing Office any time prior to the stipulated time for opening the bids.

3. EVALUATION OF BID AWARD:

The City reserves the right to award the bid to the lowest responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms, and service reputation of the bidder, in determining the most advantageous bid.

4. **BIDDER'S CERTIFICATION FORM:**

EACH BIDDER SHALL COMPLETE THE "BIDDER'S CERTIFICATION" FORM INCLUDED WITH THIS INVITATION TO BID, AND SUBMIT THE FORM WITH THE BID.

THE FAILURE OF A BIDDER TO SUBMIT THIS DOCUMENT WILL BE CAUSE FOR REJECTION OF THE BID.

THE FORM MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC WITH NOTARY SEAL AFFIXED ON THE DOCUMENT.

5. **AMENDMENT OF THE INVITATION TO BID:**

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE OFFICE OF PURCHASING AND MATERIALS MANAGEMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ALL SUCH ADDENDA, AND RETURN EXECUTED ADDENDA WITH THE BID.

IF YOU HAVE DOWNLOADED THIS BID FROM THE INTERNET, PLEASE ENSURE THAT YOU ALSO DOWNLOAD ALL SUCH ADDENDA.

THE FAILURE OF A BIDDER TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDA THAT AFFECTS THE BID PRICE (S), IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

6. **"NO BID" RESPONSE FORM:**

In the event you elect not to bid on this requirement, please fill out and return the attached "NO BID" form.

7. **ALTERNATIVES/SUBSTITUTIONS TO SPECIFICATIONS:**

Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid (use separate sheets of paper and make them part of the bid).

8. **MEETING SPECIFICATIONS:**

All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this invitation to bid.

9. **PERIOD OF OFFER VALIDITY:**

Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

10. **FAMILIARITY WITH SITE CONDITIONS:**

The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgment by the bidder that he is familiar with all such conditions. The failure or neglect of a bidder to familiarize himself with the site of the proposed work, shall in no way relieve him from any obligations with respect to his bid.

11. **RIGHT TO AUDIT RECORDS:**

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

12. **FISCAL YEAR FUNDING APPROPRIATION:**

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefore.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

13. **AWARD OR REJECTION OF BIDS:**

The contract will be awarded the lowest responsive and responsible bidder complying with all the provisions of the Invitation to Bid, provided the bid price is reasonable and it is in the interest of the City to accept it. The Director of Purchasing reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The Director of Purchasing also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Director of Purchasing:

- a. The ability, capacity and skill of the bidder to perform the service required.
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- i. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.
- j. Such other information as may be required or secured.

14. **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

- a. To ensure fair consideration for all bidders, the City prohibits communication to or with any department, bureau, or employee during the submission process, except as provided below. Additionally, the city prohibits communications initiated by a bidder to **any City Official or employee evaluating or considering the bidder (up to and including the Mayor and City Council)**, prior to the time an award decision has been made. Any communication between bidder and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder **shall** be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future proposal.
- b. Any questions relative to interpretation of specifications or the bid process, shall be addressed in writing as indicated below, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration.

Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

- c. It will be the responsibility of the bidder to contact the Office of Purchasing and Materials Management prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- d. Direct inquiries to:

Ed Weidner, C.P.M.
Purchasing Agent III
City of Orlando
Office of Purchasing and Materials Management
City Hall at One City Commons
400 South Orange Avenue
P.O. Box 4990
Orlando, Florida 32802-4990
(407) 246-2331
Fax (407) 246-2869
Email: Ed.Weidner@cityoforlando.net
Website: <http://www.cityoforlando.net>

15. BIDDER'S SIGNATURE:

Florida law requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such agreement shall be signed by two (2) Corporate Officials (i.e., President, Vice President, Secretary, Treasurer) with the corporate seal affixed. It is also required that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

In the case of a Partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.

In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.

If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Department at 407/246-2291 for further clarification. Strict adherence to criteria outlined above is of the utmost importance in finalization of agreements awarded to successful bidders.

16. **SELECTION/REJECTION OF OPTIONS:**

The City of Orlando reserves the right to select/reject options bid, based on price deemed to be in the best interests of the City.

17. **SUBMITTAL OF BIDS:**

Bids shall be submitted utilizing the bid form(s) provided herein. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected to conform thereto.

18. **BID TABULATION:**

Bidders may request copies of the Bid Tabulation documents in person or by sending a stamped, self-addressed envelope with the bid.

19. **BID AWARD:**

Award will be made **approximately August 12, 2002**. It is incumbent on bidders to contact the Office of Purchasing at (407) 246-2291 to determine the successful bidder(s). Any appeal from this decision to award must be filed in writing seven (7) days from the award date to the Office of Purchasing pursuant to the Purchasing Code of the City of Orlando, (Chapter 7, Orlando City Code). This Invitation to Bid is issued in accordance with and shall be governed by the provisions of Chapter 7 of the City of Orlando's Code.

20. **BIDDER QUALIFICATION:**

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, and who maintain the regular business hours of 8 a.m. to 5 p.m., Monday through Friday, except for City holidays.

The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the Agreement.

Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City.

21. FAILURE TO EXECUTE AGREEMENT:

Failure of the successful bidder to accept the Agreement as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the Director of Purchasing may reject all of the bids. Contractors who default are subject to suspension and/or removal from the Bidder's List.

22. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered provided each bidder clearly states in his bid or proposal exactly what he proposes to furnish and forwards with his bid a cut illustration or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, the successful contractor after award and before manufacturer or shipment may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if such requirement of the specification is being complied with.

23. DISCOUNTS:

Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. Bidders are encouraged to reflect cash discounts in the unit prices bid.

24. EXECUTION OF AGREEMENT:

The successful bidder shall, within fifteen (15) calendar days after Notice of Award is issued by the City of Orlando, Office of Purchasing and Materials Management, enter into a contract with the City on forms as included within the bidding documents for the performance of work awarded him and shall simultaneously provide any required bonds, indemnities and insurance certificates.

Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

25. PUBLIC ENTITY CRIMES:

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

26. FLORIDA PROMPT PAYMENT ACT:

A. Proper Invoice

For purposes of billing submission and payment procedures, a "proper invoice" by a contractor vendor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;
- c. the full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or Contract number as supplied by the City; and
- e. an identification by Bureau, Office or Department of the party(ies) to whom the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

B. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Bureau which has the dispute along with a representative of the City's Office of Purchasing and Materials Management and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Director of Purchasing shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

27. BIDDERS WARRANTY

The Bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

28. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

At the option of the awarded vendor, the submission of any bid in response to this Invitation to Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

29. INSURANCE/PERFORMANCE BONDS

Insurance and/or Performance Bond coverage required by the Contract Specifications must be in force throughout the Contract term. Should a Contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination.

30. DRUG-FREE WORKPLACE CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute §287.087.

31. **AMERICANS WITH DISABILITIES ACT:**

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Office of Purchasing & Materials Management, City Hall at One City Commons, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida 32802-4990, telephone (407) 246-2291, not later than SEVEN (7) days prior to the date on which the accommodation is requested.

32. **PURCHASING CARDS:**

City of Orlando has implemented a Purchasing Card Program to streamline our procurement process. In order to expedite payments to our suppliers, we are using The First Chicago MasterCard Purchasing Card rather than the traditional Field Purchase Order.

By making purchases with the Purchasing Card, we can more effectively control our procurement activities and achieve a significant cost savings over our current paper purchasing/payment system.

As one of the City of Orlando's valued suppliers, your business can also achieve cost savings results by accepting our Purchasing Card. Some of the identified supplier benefits of this Program are:

- Payment within 48-72 hours
- Direct electronic deposit to your primary banking account
- Increase in working capital
- Elimination of invoicing
- Reduced collection efforts
- Enhanced corporate relationships
- Reduced billing costs
- Enhanced reporting
- Increase sales as a "Preferred Supplier"

Additionally, you will be able to grow your customer base by accepting purchasing cards from other corporate customers as well as all major credit cards.

Payments made to the successful bidder or proposer of this solicitation process will quite possibly be by use of a MasterCard Purchasing Card. Therefore, it is imperative that vendors doing business with the City accept MasterCard.

The City's Purchasing Card system is controlled by the magnetic strip on the back of the card. This magnetic strip will provide needed accounting information to the City and will also restrict the use of the card to certain suppliers and limits set by the City. A magnetic strip card reading terminal is necessary to perform this function. If you already accept MasterCard, you probably have such a terminal. If you do not accept MasterCard, please contact any bank that offers the MasterCard program.

33. SOFTWARE LICENSES

If this procurement involves the purchase of software products, then the following language is hereby incorporated:

The software products to be purchased and subsequently licensed hereunder shall contain no computer viruses, other 'contaminants', including any codes, or instructions that may be used to access, modify, delete, damage, or disable purchaser's computer system.

**ANNUAL AGREEMENT FOR SANITARY SEWER LINING AND
MANHOLE REHABILITATION**

THIS AGREEMENT, made this 11 day of October, 2002, by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and Miller Pipeline Corporation hereinafter referred to as the "Contractor", for the term specified herein, with the City having the option of extending this Agreement for another period of time, upon a mutual agreement of the parties, agree as follows:

WITNESSETH:

I. SCOPE

The Contractor is to perform the Work as defined in the Invitation to Bid and amendments, if any, the Invitation to Bid and any amendments thereto being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth. Specifically, the Contractor is hereby awarded Items Numbers 13, 14, 15, 16, 17, 18, 19, and 20 as the primary vendor, Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on October 15, 2002 and ending on October 14, 2003. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months.

III. COMPENSATION

The Contractor agrees to provide the services, equipment and materials as specified in its bid to the City at the cost specified in said bid and amendments, if any, the bid and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B", may be increased or decreased by the City under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum.

IV. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department.

All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, P.O. Box 4990, Orlando, Florida, 32802-4990.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY AGREEMENT NUMBER AS STATED HEREIN.

V. GENERAL CONDITIONS

A. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default

1. The performance of Work under this Agreement may be terminated by the Director of Purchasing, in whole or in part, in writing, whenever the Director of Purchasing shall determine that the Contractor has failed to meet the performance requirements of this Agreement.
2. The Director of Purchasing has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
3. Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Director of Purchasing or failure to make replacements of rejected articles or Work when so requested,

immediately or as directed by the Director of Purchasing, shall constitute authority for the Director of Purchasing to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, nor completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of the Agreement prices.

4. Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Purchasing. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

C. Termination for Convenience

The City may terminate this Agreement at its convenience with advance written notice to the Contractor.

In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

D. Warranty

The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications of the Invitation to Bid, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or

erroneous Work, including the costs for reperformance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the City Director of Purchasing may at his discretion, cancel this Agreement for the convenience of the City.

F. Indemnification and Insurance:

1. Indemnity

The Contractor hereby agrees to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or

omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of this Agreement between the parties.

2. **Insurance**

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. **Public Liability Insurance:**

Public Liability Insurance, issued by responsible insurance companies and in a form acceptable to the City, protecting and insuring against all the foregoing with combined single limits of not less than Five-Hundred Thousand Dollars (\$500,000) for Bodily Injury and Property Damage.

b. **Automobile Liability Insurance:**

Automobile Liability coverage shall be in the minimum amount of Three-Hundred Thousand Dollars (\$300,000) combined single limits for Bodily Injury and Property Damage.

c. **Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. **Insurance Certificates:**

The Contractor shall provide the City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Public Liability policy shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of the State of Florida.

Liability insurance companies furnishing insurance coverage's required by this Agreement must have no less than a "B" Financial Rating and a Financial Size Category of "Class IV" or higher according to the most current edition of Best's Insurance Reports.

G. Acceptance

The City will be deemed to have accepted the Work after the Director of Purchasing is notified by the using Department of its satisfaction that the Work is completed.

The Work under this Agreement shall remain the property of the Contractor until the City accepts it. In the event the Work furnished under this Agreement is found to be defective or does not conform to the specifications, the City reserves the right to cancel the Agreement upon written notice to the Contractor.

H. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Agreement whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

I. Right to Audit Records

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

K. Information

All information, data, designs, plans, drawings, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

L. Safety Measures

The Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the Workmen and public. If necessary, the Contractor shall post signs warning against hazards in and around the Work site.

M. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, he shall first give the City written notice thereof, such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the Director of Purchasing, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed.

No claim for extra work will be considered valid by the City unless first submitted in writing.

N. Familiarity With The Work

The Contractor by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

O. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

VI. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Director of Purchasing.
- B. Assignment of this Agreement shall not be made without the advance written consent of the Director of Purchasing.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Director of Purchasing or his designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- F. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.
- G. All disputes between the parties shall be resolved in accordance with the City Purchasing Code, (Chapter 7 of the City Code).
- H. The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.
- I. This Agreement is considered a non-exclusive Agreement between the parties.
- J. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- K. Any litigation arising out of this Agreement shall be had in the Courts of Orange County, Florida.
- L. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

M. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

OFFICE OF PURCHASING
AND MATERIALS MANAGEMENT
CITY OF ORLANDO, FLORIDA

By: [Signature]
Director of Purchasing
ION MEAD

Name, Typed or Printed

Date: October 9, 2002

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

Date: October 8, 2002

[Signature]

CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: [Signature]
Signature

David D. Watters, President
Name & Title, Typed or Printed

Miller Pipeline Corporation
Name of Company, Corp., etc.

8850 Crawfordsville Rd.
PO Box 34141
Mailing Address

Indianapolis, IN 46234
City, State and Zip

317/293-0278
Area Code/Telephone Number

SEAL

ATTEST: (Signature of second corporate official
if applicable)

[Signature]
Signature

Douglas S. Banning Jr, Ex VP & CFO
Name & Title, Typed or Printed

STATE OF INDIANA

COUNTY OF MARION

The foregoing instrument was acknowledged before me this 3rd day of October,
2002, by David D. Watters and Douglas S. Banning, Jr., as
the President and Executive VP & CEO,
respectively, and on behalf of Miller Pipeline Corporation. ~~He/she/they~~ (is) (are)
personally known to me ~~or (has) (have) produced~~ NA

(Type of Identification*) as identification and (did) (did not) take an oath.

WITNESS my hand and official seal this 3rd day of October, 2002.

(SEAL)

Emma L. Belich
Signature of Person Taking Acknowledgment

Emma L. Belich
Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires: 2/14/08

Notary Public
Title/Rank of Person Taking Acknowledgment

*Acceptable Form of ID pursuant to Florida Statute 117.05 (provided it is current or has been issued within the past 5 years and bears a serial or other identifying number):

- a driver's license or non-driver's ID card issued by Florida or any other U.S. state or U.S. territory;
- a U.S. passport or a foreign passport stamped by the U.S. Immigration and Naturalization Service;
- a U.S. military ID card;
- a for an inmate in custody, an ID card issued by the Florida Department of Corrections;
- Canadian or Mexican driver's license issued by an official agency;
- an ID card issued by the U.S. Immigration and Naturalization Service.