### Memorandum



Date:	May 5, 2015
То:	Honorable Chairman Jean Monestime and Members, Board of County Comprissioners Agenda Item No. 8(0)(2)
From:	Carlos A. Gimenez Mayor **Consent Decree**
Subject:	Resolution approving a contract award recommendation to Insituform Technologies, LLC for a Countywide Contract for the Rehabilitation of Sanitary Sewers by the Cured-In- Place Pipe Lining Method

### RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution awarding construction Contract No. S-866 to Insituform Technologies, LLC for a project entitled "Two-Year Countywide Contract for the Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method with County Option-to-Renew for an Additional Two Years on a Yearly Basis" pursuant to Section 2-8.1 of the Miami-Dade County Code. The total compensation amount is not to exceed \$12,200,100 over a four-year project period. This contract is structured with a two-year initial term in the amount of \$6,100,050, and two one-year options-to-renew, each in the amount of \$3,050,025. Unless the options-to-renew are exercised the contract will terminate upon the expiration of the two-year initial term or depletion of the \$6,100,050, whichever occurs first. This recommendation to award was prepared by the Miami-Dade Water and Sewer Department (WASD).

Section 2-8.2.12 of the Code Miami-Dade County (i.e. Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Accelerate Ordinance) allows for the accelerated processing of Consent Decree Projects; however, this project was advertised prior to the ordinance being incorporated into the Miami-Dade Code. Therefore, Board approval of this construction contract is required.

### DELEGATION OF AUTHORITY

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract.

### <u>SCOPE</u>

- **PROJECT NAME:** Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method with County Option-to-Renew for an Additional Two Years on a Yearly Basis
- PROJECT NO: N/A

CONTRACT NO: S-866

**PROJECT**The cured-in-place pipe lining rehabilitation method will be used for this project**DESCRIPTION:**and work will be issued under different work orders at different locations within<br/>the limits of Miami-Dade County, Florida, as ordered by WASD during a two-

### year period.

This project consists of furnishing all labor, materials and equipment necessary to rehabilitate approximately 130,630 linear feet of faulty 8-inch through 36-inch diameter gravity sanitary sewers, and 6-inch diameter service laterals in both industrial and non-industrial areas. The work also includes reinstating approximately 1,400 service laterals, including sealing the lateral connections; cleaning and video inspections with closed circuit television; supplementary cleaning of the sewers, and removal and proper disposal of solids as required; by-pass pumping of sewage; maintenance of traffic; and all other appurtenant and miscellaneous items and work for a completed project. The work shall be accomplished through sanitary sewer manholes, without disturbing the street surface or adjacent property or any utility, except when performing excavated point repairs of sewers.

PROJECT LOCATION:

Countywide

DDO JECT SITES.	OITE #		DIG	- -	
PROJECT SITES:	<u>SITE #</u>	LOCATION 1	DIS	<u> </u>	ESTIMATE
	#77288	Various Transmiss and Collection Line			\$6,100,050
PRIMARY COMMISSION DISTRICT:		Various			
APPROVAL PATH:	Board of Commiss		Section 2-8.1	of the Mian	ni-Dade County Code
USING DEPARTMENT:	Miami-D	ade Water and Sew	er Departmen	t	
MANAGING DEPARTMENT:	Miami-D	ade Water and Sew	er Departmen	t	
<b>REVIEW COMMITTEE</b>	E ASSIGN	ED CONTRACT ME	ASURES:		
REVIEW COMMITTEE	E: MEETI	NG DATE: 01/17/2	2014 <b>SIGNO</b>	DFF DATE:	02/03/2014
	RESU	BMIT DATE: 05/13/2	2014 RESUB	MIT DATE	: 05/13/2014
REVIEW COMMITTE ASSIGNED CONTRA MEASURES:		<u>TYPE</u> <u>GOAL</u> CSBE 0.00%	<b>ESTIMATEI <u>VALUE</u> \$0</b>	An analy for this p	<u>COMMENT</u> sis of the trades required roject, as well as an analysis ailability of CSBE's

CWP 0.00% \$0

revealed insufficient availability.

driven.

Not applicable. This project is work

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS:

### PROJECT TECHNICAL CERTIFICATION REQUIREMENTS:

Yes

The minimum qualifications exceed the legal requirements (the licensing requirements) for the work to be done properly according to industry standards. The small business community will not be impacted as there are no firms available that can perform this type of specialized work.

One of the following licenses is required: State General Contractor, General Engineering Contractor, and/or other category as applicable to Chapter 489 of the Florida Statutes or Chapter 10 of the Miami-Dade County Code.

Each bidder submitted\_proof that their firm has been successfully engaged in (on a regular basis) with the installation of the proposed liner product for a minimum of one year, and has performed-repairs of 8-inch through 36inch (or larger) diameter sewer gravity lines in an aggregate amount of at least 100,000 linear feet in sub-aqueous conditions. Each bidder submitted proof that the liner product installed has a documented minimum amount of 500,000 linear feet of any pipe diameter for a successful wastewater installation in the United States.

These eligibility requirements were based on projects completed prior to the bid submission date. WASD confirmed the listed project experience by calling the owners or representatives. If the project experience submitted was not satisfactory to the Engineer, whose decision is final, the bid was considered to be not responsible.

### SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):

BDL Services, Inc.; Proline Vactor Services, Inc.; UIT, LLC; LMK Pipe Renewal, LLC.

### **FISCAL IMPACT / FUNDING SOURCE**

FUNDING SOURCES:	SOURCE	<u>PROJECT</u> <u>NUM</u>	<u>SITE #</u>
	Wastewater Connection Charges	968150	#77288
	Wastewater Renewal Fund	968150	#77288
	WASD Revenue Bonds Sold	968150	#77288
	Future WASD Revenue Bonds	968150	#77288
MAINTENANCE COST IMPACT / FUNDING:	Future annual maintenance and repa Operating and Maintenance budget to repair sewer pipelines on an as needed	routinely maint	
LIFE EXPECTANCY OF ASSET:	40 years		

PTP FUNDING:

No

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GOB FUNDING:	No			-	
ARRA FUNDING:	No				
CAPITAL BUDGET PROJECT:	968150- WA TRANSMIS Book Page:	STEWATE SION LINE 124, Volur		ON AND	<u>AWARD</u> <u>ESTIMATE</u> \$6,100,050
BID PACKAGES ISSUED:	18				
BIDS RECEIVED:	6				
ESTIMATED ORIGINALCONTRACT PERIOD:	730 Consec	utive Caler	ndar Days		
TOTAL CONTRACT PERIOD:	1460 Days		the two one-ye ith an addition	ear options-to-renew, al 365 days)	each
CONTINGENCY PERIOD:	· 73 Days		for the initial co for each optior	ontract period and n-to-renew)	
IG FEE INCLUDED IN BASE CONTRACT:	Yes				
ART IN PUBLIC PLACES:	No				
BASE ESTIMATE:	\$5,275,500	For th	ne initial two-ye	ear contract term	
BASE CONTRACT AMOUNT:	\$5,275,500				
OPTION TO EXTEND:	AMOUNT	: DAYS	:	EXTENSION COMME	ENT:
	\$6,100,050	730	exercise two with the san contract. Each renewa amount of \$3 \$6,100,050, exercised.	or Mayor's designee (2) options-to-renew me unit prices use d option is for a one 0,050,025 for a possil should each op	on a yearly basis of in the original year period in the ple total amount of
			4		

CONTINGENCY	TYPE	PERCENT	AMOUNT	COMMENT
ALLOWANCE (SECTION 2-8.1 MIAMI DADE COUNTY CODE):	Infrastructure	10%	\$527,550	For the initial two-year contract term
PERMIT FEES :	\$43,000	0,80%	For the initial	l two-year contract term
FOR PROVIDING UNIFORMED, OFF-DUTY POLICE OFFICERS FOR THE PURPOSE OF MAINTENANCE OF TRAFFIC :	\$100,000	1.90%	For the initia	l two-year contract term
FOR CLEANING AND PRE-VIDEO INSPECTION PAYMENT FOR CANCELED REPAIRS :	\$4,000	0.10%	For the initia	l two-year contract term
FOR CIP REPAIRS IN EXCESS OF QUANTITIES IN 1.01, 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09, 1.10 & 1.11 :	\$150,000	2.80%	For the initia	l two-year contract term
TOTAL DEDICATED ALLOWANCE:	\$297,000			
TOTAL AMOUNT:	\$12,200,100			

SEA LEVEL RISE (ORD, 14-79): The impact of sea level rise has been considered.

### TRACK RECORD / MONITOR

SBD HISTORY OF None VIOLATIONS:

EXPLANATION:

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On July 10, 2014, an advertisement for sealed bids was publicized for this project. On September 25, 2014, WASD received six bids. The lowest and second lowest bids were 7,2% and 3.3% below the Engineer's base estimate, respectively. The third bid was 2% higher than the Engineer's base estimate.

The lowest bidder did not meet the minimum qualifications and was determined to be not responsible. WASD's recommendation is to award this construction contract to the second lowest bidder, Insituform Technologies, LLC, who was deemed to be the lowest responsive, responsible bidder,

· · · · · · · · · · · · · · · · · · ·	The Internal Services Department's Capital Improvements Information System database contains three interim evaluations and one close-out evaluation for Insituform Technologies, LLC for WASD Project No. S-800, a cured-in-place pipe lining project. The evaluation at project closeout was indicative of above satisfactory performance as a rating of 3.5 points was given out of a possible 4.0 points. Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine responsibility, including verifying corporate status, and performance and compliance data. The lists reviewed include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to the contractors responsibility. This information is being provided pursuant to Resolution R-187-12.
BID OPEN DATE:	09/25/2014
BID BOND EXPIRES:	06/07//2015
<b>BID VALID UNTIL:</b>	06/07/2015
ESTIMATED NOTICE TO PROCEED:	06/01/2015
PRIME CONTRACTOR:	INSITUFORM TECHNOLOGIES, LLC
COMPANY PRINCIPAL:	Diana Partridge
COMPANY QUALIFIERS:	Richard Taylor Howton
COMPANY EMAIL ADDRESS:	dpartridge@insituform.com
COMPANY STREET ADDRESS:	17988 Edison Avenue
COMPANY CITY- STATE-ZIP:	Chesterfield, MO 63005
YEARS IN BUSINESS:	34 years
PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS:	According to the Small Business Development's Firm History Report, Insituform Technologies, LLC has been awarded two on-going contracts with the County. They have a total value of \$7,083,018 and no associated change orders to-date.

STANDARD PAYMENT AND PERFORMANCE BOND: Yes

APPLICABLE WAGES: (R-54-10) MANDATORY CLEARING HOUSE:	Yes		
CONTRACT MANAGER NAME / PHONE / EMAIL:	Isaac Smith	(786) 268-5196	ISMIT01@miamidade.gov
PROJECT MANAGER NAME / PHONE / EMAIL:	Dalia Abrahante	(786) 229-0597	DAABR01@miamidade.gov

**BACKGROUND:** 

In 1996, the Volume Sewer Customer Ordinance was adopted by the Board to comply with the requirements of the first Consent Decree issued to the County in 1994 resulting from operational violations of the County's wastewater system. Among the requirements of the first Consent Decree was the evaluation, inspection and repair of gravity wastewater pipelines. The objective was to minimize the number of leaks that infiltrate into wastewater pipelines which cause operational inefficiencies and wastewater flows that exfiltrate and seep into the ground. This mandate was superseded by the County's current Consent Decree, which was approved by the U.S. District Court for the Southern District of Florida on April 9, 2014 in Case No. 1:12-cv-24400-FAM. Under the current Consent Decree, the repair and rehabilitation of the County's wastewater gravity lines continues to be a regulatory priority.

The scope of work in this County-wide contract will allow the County to comply with the regulatory requirements dictated in the County's current Consent Decree.

Signature Page for "Two-Year Countywide Contract for the Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method with County Option-to-Renew for an Additional Two Years on a Yearly Basis" Contract No: S-866 A 15 **BUDGET APPROVAL** FUNDS AVAILABLE: **Jennifer Moon** 00 **OMB DIRECTOR** Sanaa KawahDau Sarah É. Davis 315115 DATE **APPROVED AS TO LEGAL SUFFICIENCY:** COUNTY ATTORNEY DATE Jack Osterholt DEPUTY MAYOR

	Small E		opment Division		
COUNTY		Project Wo	ksheet		
Project/Contract Title:	TWO-YEAR COUNTYWE SANITARY SEWERS BY 1 MEDTHOD WITH COUNT ADDITIONAL TWO YEAR	THE CURED-IN-PLAC Y OPTION TO RENE	TE PIPE LINING W FOR AN	Received Date:	01/17/2014
Project/Contract No:	S-866		Funding Source:	Resubmittal Date	s):
Department:	WATER & SEWER DEPAR	TMENT	WASD REVENUE BOI	RUN	
Estimated Cost of Project/Bid:		,	SOLD		
Description of Project/Bid:	The project consists of furnishing all through 36 lach dismoter gravity sam under different work orders at differe during a two year period. The work it to be repaired, importing it with close reach with CCTV. In general, the wo	itary sewers in both industrial ni locations anywhere within Includes supplementary clean ed-circuit television (CCTV), nk will be accomplished that we construct the second seco	and noz-industrial areas by the cur the limits of Miami-Dade County, I ag of the sffected axising gravity at then installing a sured-in-place pip ugb the existing sower manheles, w	ed-in-piece pipe lining method Aarida, as ardered by WASD milary sewers, isolating the reach s liner and reinspecting the	-
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	Measure	Program	Goal Percent		
·	No Measure	CSBE			
1	Workforce Goal	CWP			ļ.
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unless promotes by jeveral or since i Wages and Benefits shall apply.

DBDR0086 v.20180116

		ess Develo Project Work	pment Division sheet		
Project/Contract Title:	TWO-YEAR COUNTYWIDE CON SANITARY SEWERS BY THE CU METHOD WITH COUNTY OPTIC TWO YEARS ON A YEARLY BA	JRED-IN-PLACE ON TO RENEW F	PIPE LINING	Received Date:	05/13/2014
Project/Contract No:	S-866 (RE-SUBMITTAL)		Funding Source:	<b>Resubmittal Date</b>	(s):
Department:	WATER & SEWER DEPARTMEN	Γ <b>Ι</b>	WASD REVENUE BOND	S	
Estimated Cost of Project/Bid:	\$6,100,050.00		SOLD		
Description of Project/Bid;	Furnishing all labor, materials & equipment an gravity senitary severs by the cured-in-place p Miami-Dade County, Florida, as ordered by W severs, isolating the reach to be repaired, insp reinspecting the reach with CCTV. Also him sever manholes, without disturbing street and	pipe lining method und VASD for a 2 year perio coting il with closed-el g, reinstatement & seal	er different work orderz at different la vd - supplementary cleaning of affect reuit television (CCTV), installing a ing of service laters. Work to be acco or any utility.	ocations anywhere within ed existing gravity sanitory cured-in-place pips liner &	ī-j
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	Measure	Program	Goal Percent		Ì
	No Measure	CSBE			ļ
	Workforce Goal	CWP			ļ
original scope; which consequ responded. Howaver, none of requirements for inspections v CWP Work Order Driven	17/2014. The only change was an increas- pently increased the estimated cost. As a r f them were able to meet the project's requ with closed circuit television (CCTV), or And Sewer Line And Related Structure	result of the Verifice sirements. This is pr	tion of Availability to Bid proce	ss - 3 firms	
			Sonta ilen. %	of Items	2
Subtrade		<u>Cat</u>	Estimated Value to	Base Bid Availabilit	yļ
Water and Sewer Line and	Related Structures Construction	CSBE Total		0	
		L			 
Living Wages: YES	NO X Highway:	YES NO	X Heavy Constructio	n: YES X NO	
Responsible Wages and Benefits a	applies to all construction projects over \$1 applies to all construction projects over \$1 ate law or disallowed by a governmental f	] 100,000 that do not a	uilize federal fund. For federal		

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	,	ess Development Divis Project Worksheet	sion ·		
Project/Contract Title:	TWO-YEAR COUNTY WIDE CON SANITARY SEWERS BY THE CUP METHOD WITH COUNTY OPTION TWO YEARS ON A YEARLY BAS	RED-IN-PLACE PIPE LINING N TO RENEW FOR AN ADDITIO		Received Date:	05/13/2014
Project/Contract No:	S-866 (RE-SUBMITTAL)	Funding Source:	!	Resubmittal Date	(5):
Department:	WATER & SEWER DEPARTMENT	<b>.</b>			
Estimated Cost of Project/Bid:	\$6,100,050.00	SOLD		·	
Tier 1 Set Aside	Level 1	Tier 2 Set Aside	Level 3		 
Trade Set Aside (MCC) .	_ <del>_</del>	Goal	. Bid Prefer	енсе	-
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CWP	·	SBD Direct			} _ ] 

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## MIAMI DADE COUNTY

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Department of Small Business Development Firm History Report

From: 12/10/2009 To: 12/10/2014

PRIMES

FIRM NAME: INSITUFORM TECHNOLOGIES, LLC 11511 Philips Highway South Jacksonville, FL 32256



53,709,775.50



Indicates closed or expired contracts
 Disclaimer: Payments shown may not reflect current information
 Thursday, December 11, 2014

Page 1

DBDR0210\_E

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

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Insitutionm Technologies, LLC Firm Name of Prime Contractor/Respondent

Two-Year Countywide Contract for Rehabilitation of Sanitary Sewer by the Cured-In-Place Pipe Linking Method with County Option to Renew Additiona Project/Contract Number

Project counter in the sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all biddensheepondents on Country No. 2.888 Supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all biddens/respondents on Country contract No. 2.888 supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all biddens/respondents on Country contract No. 2.888 supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all biddens/respondents on Country or Public Health Trust construction contracts supplies, materials to be supplied from those identified, except upon written approval of the Country. The biddent should enter the word "NONE" under the appropriate heading of work to be performed or materials to be supplied from those identified, except upon written approval of the Country. The biddent should enter the word "NONE" under the appropriate heading of

In accordance with Ordinance No., 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/uppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available, at that time, the successful bidder strail he obligated to event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available, at that time, the successful bidder strail he obligated to eventise diligent affords to obtain that information and provide the same to first county mut later than ten (10) days, after it becomes evaluable and, in any event, prior to final payment under the contract.

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Business Name and Address			Scope of Work to he					owners oy race/ethnicity)	(th)	2 V 	female employees and the number of employees by receleting	unplo loves	s by	and	the an	mber 4 J	
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Economic Resources Department at <u>http://new.mlamidade.gov/business/business-</u> eservations corvained in this Subcontractar/Supplier listing are to the best of my knowledge true and accurate. AmpinBavi l certify that the rep development.asp.

Signature of Bidder/Respondent 0 2007

Diane Partridge Print Name

Contracting and Attesting Officer Print **Title** 

SUB 100 Rev. 6/12

12/1/14 Date

ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

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Fim Name of Printe Contractor/Respondent Institutions Technologies, LLC

Project/Contract Number CONTRACT NO: S-466

supples, miterials or services, including professional services which involve experiences, of all bidders/respondants on County or Public Haghh Trust construction confracts which involve expenditures of \$100,000 or more. The bidden/respondent who is availed this bidkontract shall not change or subsiding for subschute first for subcontractions or the portions of the coordinate involve expenditures of \$100,000 or more. The bidden/respondent who is availed this bidkontract shall not change or subschute first for subcontractions or the portions of the coordinate work to be performed or materials to be supplied from those identified, except upon writen approval of the County. The tidder/respondent should enter the word "NONE" under the approximate has ablican work to be performed or materials to be supplied from those identified, except upon writen approval of the County. In accordance with Sections 2-8,1, 2-8,8 and 10.34 of the Manu-Dade County Code, this form must be submitted as a condition of award by all bidderstrespondents on County contracts for purchase of

FEIN # 13-3032158

In accordance with Ocdinance No. 11-80, an entity contracting with the County shall report the rane, gendar and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the second the successful bidder demonstrates to the owners and ethnic information in the owners and employees of all first tier subcontractors/suppliers. In the second the subcontractors/suppliers. In the second the subcontractors of all first tier subcontractors/suppliers. In the second the subcontractors with the subcontractors of all first tier subcontractors/suppliers. In the second test of the subcontractors of all first tier subcontractors/suppliers. In the second test of the subcontractors of all first tier subcontractors is a first tier subcontractors of all first tier subcontractors are a difficult and ethnic information in the neuron and or the successful to the successful to the subcontractors are an an an and the successful to the subcontractors are an an an and the successful to the successful

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	Rucineer Name and Address	Princinal Owner		P.O. Box 541149	Lake Worth, FL 33454		Principal Owner			

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stant Business Development Division of the Regulatory and Economic Resources Department at <u>http://new.mianidade.gov/business</u>/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business/business development.asp. ŝ 2

ops contained in this Sabcontractor Supplier listing are to the best of my kinkeledge true and accurate. CSC/112 certify that the rep

Signature of Bidder/Respondent Star & 1001

Diane Partridge Print Name

Contracting-and Attesting Officer 12/1/14

50'B 104 Rev. 6/12

 ISD Form 7 - SUBCONTRACTOR/SUPPLIER LISTING (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

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Furn. Name of Prime Contractor/Respondent Institutorm Technologies, LLC Project/Contract Number CONTRACT NO. S-866

FEIN # 13-3032158

In accurance with Sections 2-8.1, 2-8.8 and 40.34 of the Memi-Dade Caurity Code, this form must be submitted as a condition of awand by all bidders/respondents on Courty contracts for purchase of supplies, materials or services, including professional eerobes which knows expenditures of \$100,000 or more, and all bidders/respondents on Courty contracts for purchase of involve expenditures of \$100,000 or more. The bidders/respondents on Courty contracts for purchase of involve expenditures of \$100,000 or more. The bidders/respondents on Courty contracts for purchase of involve expenditures of \$100,000 or more. The bidderfifespondent who is awarded this hiddoratices shall not change at substitute first the automit accuration and the contract who is awarded this hiddoratic shall not change at substitute first the automit accuration for the contract work to be performed or metabulate to be supplied from these identified, except upon written approval of the County. The bidderfirespondent should enter the word "NONE" under the appropriate heading of the form for the subcontractors of the contract. In accordance with Sections 2-8.1, 2-8.8 and 40.34 of the Meani-Dade County Code, this form

In accordance with Ordinance No. 11-90, an antity contracting with the County shall report the race, gender and elinic origin of the owners and employees of all first the subcontractors/suppliers. In the event that the successful bidder demonstrates to the County one to aveard that the mean definit is not reasonably available at that the mean and provide the series of the contract of the contract of the contract of the county and that the mean of provide the series of the film the successful bidder demonstrates to the county one to avear that the mean of provide the series of the film the series of the county not leave that the mean of provide the series of the county not leave the context of the second to be at the the mean of provide the series to the county not leave the context of the second to be accessful bidder that the mean and provide the series to the county not leave the county one is not accessed at the count of the county of the the counts are a different to obtain that the mean and provide the series to the county and the the context of the county and the count of the county and the the county of the county one is a second of the count of the county are the count of the count of the count of the the text of the count of

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					of Direct Then Colomband Add ress of Direct Theory of Directory		LMK Pipe Renewal, LLC	-	Ľ.				Basiness Name and Address	of First Tier Direct Supplier											
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Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at http://new.miamidade.gov/husiness/husiness-<u>development.asp.</u>

Signature of Bidder/Respondent 20.00 Ż l certify that the p Leu

ations contained in this Subcontroctor/Supplier listing are to the best of my knowledge the and accurate.

Diane Partridge Print Name

Contracting and Attesting Officer 12/1/14 Print Title

SUB 100 Rev. 612

MIAMI-DADE WATER AND SEWER DEPARTMENT MIAMI-DADE COUNTY

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### TWO-YEAR COUNTYWDE CONTRACT FOR REHABILITATION OF SANITARY SEMERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OFTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS CONTRACT NO. 5-466, PCTS NO. 13205

ESTIMATE: \$6,100,050

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TABUI	TABULATION OF BIDS							Bid Date: September 25, 2014
BIDDE	Sas		Hintertand	Hintertand Group, Inc.*	lnsit.	Institutionm Technologies, LLC		Ric-Man Construction, Inc.
			Vest Paim Be	yeun n, havemili ko. Unii 114 West Paim Beach, FL, 33407	. 0	1/305 Edison Avenue Chestarfield, MO 63005		3100 SW 15 Speet Deerfield Beach, FL 33442
ltem		Estimeted	* Determined -	Determined - Not Responsible				
νo.		Quant,	Unit	Tatal	Unit	Total	Unit	, Total
Ę,	Cured-In-place 8-Inch diameter pipe lining up to 24 feet deep in non-Industrial areas	103,500 Lin. Fr	124.00	\$2,484,000.00 *	\$24,40	\$2,525,400.00	126.00	00'000'169'2\$
1.02		000 <sup>0</sup> 0	00'EZ	290,000.00	26.73	267,000,00	32.00	320,000,00
1.03	Cured-in-place 12-Inch diameter pipe linking up to	80	38.00 28	106,000.00 -	32.00	96,000.00	42.00	126,000.00
	24 feet deep in non-industrial areas	1. 1. 1.			1			
Ş	Cured-In-place 15-Inch diameter pipe fining up to 24 feet deep in non-industrial areas	년 79 년 79	45.00	* 00'000'06	48.40	38, 800, 00	53.00	105,000,00
1.05	Cured In-place 18-inch dameter pipe lining up to 24 foot doon in conditionistical amost	3.000	58.00	174,000.00 -	63.00	189,000.00	69.00	207,000.00
90:1	Cured-in-place 21-inch diameter pipe lining up to	90 I	65.00	\$5,000.00 *	74,80	74,800.00	74,00	74,000,00
1.07	44 rest uper In representation de caso Cured-in-place 24-inch dismeter pipe fring up to	199	85.00	340,000,00 *	85.40	345,600.00	95.00	380,000,00
1,08	24 rectures in right and a session of the pro-	2,500	95.00	237,500.00	117.50	293,750.00	110.00	275,000.00
2	<u>Ening</u> up to 24 feet deep in non-Industrial areas Crimed in Areas 36 hear discover also	E S	150 00	54 KM M +	HEA ED	104 R3K 00	100 001	00 057 08
3	Currectin-place sector damate ppe (ring up to 24 feet daep in non-industrial areas	2 E E	ומהיסה	- minne'#8			00761	
<del>1</del> .4	Cured-in-place & inch to 15-inch diameter pipe Tining up to 24 feet deep in industrial areas	500 년 년	45.00	22,500.00 +	44.80	22,400.00	62,00	32,500.00
1,11	Cured-in-place 18-thch to 24-thch diameter pipe Enloy up to 24 that does in industrial areas	200 200 1 1	85.00	42,500.00 *	75.10	37,550,00	125.00	62,500,00
1,12	Reinsläternent of service laterals	1400 1400	35,00	133,000.00 -	00' <del>'56</del>	133,000.00	106,00	148,400.00
1.13	Sealing lateral connections	1400 Each	210.00	294,000.00 *	206.00	286,400.00	230.00	330,400.00
1.14	Supplemental payment for installing cured-in place pipe liners, independent of pipe diameter, segment length is dapth, in easement areas away from the vericular larveled war	73 19801	100.00	7,500.00 •	423.10	31,732,50	380.00	28,500.00
1.14.1	Supplemental payme pipe fining in pipelina in length for Item Nos price per each of	· Each	500,00	20,000,00 *	528,90	21,156,00	600.00	24,000.00
1.15								
1, 15.1	1 For Cured-in-Place Fipe Lining of 6" dia, Service laterals up to 25 in length IN ACCORDANCE WITH ACTUR FORE4	ter Fact Fact Fact	4,200.00	168,000.00 *	5,236,00	209,440,00	3,800.00	152,000.00
1.15.2	For Cured in Place P laterals up to 25' in le ASTM F1216 OR AS	Cont Hent)	3,300.00	199,000.00 *	3,305.00	198,300.00	3,500.00	210,000,00
1.15.3		Cont frem) (Cont frem)	1,800.00	36,000,00 +	1,534.00	30,680.00	1,750.00	35,000,00
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MIAMLDADE WATER AND SEWER DEPARTMENT MIAMLDADE COUNTY

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TWO-YEAR COUNTYMDE CONTRACT FOR REHABILITATION OF SANTARY SEWERS BY THE CURED-IN-PLACE PIPE LINEMA METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS CONTRACT NO. 5-866, PCTS NO. 13205

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		Hintertand Group, Inc." 5401 N. Haverhill R.d. Until 11 Weet Palm Reach. FI. 33407	Hintertand Group, Inc." 5401 N. Havefull Rd. Unit 114 West Daim Reach FT 33407	Institut 17.1 17.1	Insitutiorm Technologies, LLC 17968 Edison Avenue Chestanfield MO 63005	ų	RichMart Construction, Inc. 3100 SW 15 Street Deerfield Beach, PL 33442
	Estimated	Determined - Not Responsible	of Responsible	2			
	Quant	Unit	Total	teo S	1013 1	Cuit	Fotal
For Cured-in-Place Pipe Lining of 6" dia, Service	320	65.00	20,600,00 *	63.5U	20,320,00	42.00	13,440.00
laterals beyond the first 25 ft. included in the base item	ц ц ц						
IN AUCURIDANCE WITH AST M 12001	(COTK REIT)	12 00	5 760 00 1	10.60	5 ORA DD	12.00	5.760.00
roi curevent seve tripe mung or o was served laterate bewand the first 35 feet included in the hase item			and the second			!	
IN ACCORDANCE WITH ASTM F1276 OR ASTM	(Cont. Item)					•	
Bypass pumping required when lining sewer	35	700.00	24,500.00 *	1,000.00	35,000.00	1,200.00	42,000.00
pipes 8-inch through 30-inches in diameter	Each					•	
when almonized or greeced by the Englineer	c	1 000 00	6 M M 4	13 505 AU	10 100 L	3 60000	
Hypass pumping required when inning sever shore 36 Inchor in Afornater when a therited	Early N	4,000,00		nn'nex's l			
ppes or knos in cantera wish amarizat ar directed by the Engineer							
ITEM 3.0 - MAINTENANCE OF TRAFFIC (M.O.T.)							•
Providing Maintenance of Traffic (MOT	Aggr.	30,000,05	30,000.00	48,570,00	48,570.00	25,000.00	26,000,00
	5		- 400 570 500		6 400 Da4 PO		M 040 146 5
SUBTOTAL (Sum of Items 1,01 through 101)	TOULOUT I		4,884,500LUU		00-119/201.C		MARCE HOR'D
ITEM NOS, 5 & 6 DEDICATED AND CONTINGENCY ALLOWANCE ACCOUNTS	LUWANCE A	COUNTS			100 000 001	142 545 20	40 000
For providing uniformed, off-duty police officers for the	Dedicated	100,000.00	100,000,001	100,000.00	100,000.00	100,000.001	
purposes of maintenance of traffic, the apprenate sum	Alowance						
Pre-work video inspection for sewer reach repairs	2,000.00	2.00	4,000.00	200	4,000,00	2,00	4,000.00
canceled by the Engineer as a result of changed	님						
anticipated conditions, the unit price per lineal foot	Dedicated						
of sewer cleaned and inspected	Allowance						
	Dedicated	150,000,00	150,000.00 *	150,000,00	150,000.00	00.000,061	nnnninet.
5-inch through 38-inch in excess of the quantities	Allowance						
in Bid Items 1.01, 1.02, 1.03, 1.04, 1.05, 1.05 1.07, 1.08, 1.08, 1.10 and 1.11							
For cost of required permits, face, inspections, impact	Dedicated	43,000.00	43,000.00 *	43,000.00	43,000,00	43,000.00	43,000,00
fees, if authorized by the Engineer, the sum of	Allowance						
Uritoreseen conditions, for minor construction changes	Confingency		489,355.00 -		510,281,15		538,486.00
& for quantity adjustments, if ordered by the Errgineer,	Alowance			•			
the sum of 10% of the Subtotal, them 4.0							
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MIAMI-DADE WATER AND SEWER DEPARTMENT MIAMI-DADE COUNTY

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# TWO-YEAR COUNTYWDE CONTRACT FOR REHABILITATION OF SANTARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS CONTRACT NO. 5-886, POTS NO. 13205

TABIII ATION OF PHIS		ESTIN	ESTIMATE: \$6,100,060				
BODERS		Larzo Trenchi 125 SE Deveload Po	Lerzo Trenchless Technologies 125 SE 5th Court Douted Bouch El 2014		LAYNE INLINER, LLC 2531 Jewett Lane		Bid Date: September 20, 2014 SAK Construction, LLC 864 Hoff Road
	Estimaled						U FRIGH, MU 53355
No. Description ITEM NO. 1 CITRED N. PLACE PIPE I HUNG	Quant	Unit	Total	۶	Total	Celt	Total
1.01 Cured-in-place 8-inch diameter pipe kining up to	103,500 16, 10	\$26.00	\$2,691,000.00	\$27,50	\$2,846,250,00	00'62\$	\$3,001,500.00
1.02 Cured-th-place 10-inch diameter pipe lining up to	10,000	27,00	270,000.00	29.50	265,000.00	31.00	310,000.00
1	Ч Ч		10 100 10		10 202 200		-
1	3,000 Lin. FL	30.00	90'000'06	8.8	105,000,00	34.00	102,000.00
1.04 Curred-in-plaze 15-inch diameter pipe Itning up to 24 feet deep in min-industrial areas	2000 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	38.00	76,000.00	50.00	100,000.00	. 40.00	80,000.00
1.05 Cured-in-place 18-inch diameter pipe lining up to 24 feet deen in mon-industrial areas	3,60 10 10 10 10 10	54.00	162,000.00	61.50	184,500.00	20'00	150,020.00
	ريد . 1,000	72.00	72,000.00	76.50	78,500.00	65.00	55,000,00
1.07 Cured-In-place 24 Indi diameter pipe liming up to 24 feet deep in mon-industrial arrest	9 E	100.00	400,000.00	96,00	384,000,00	00,36	380,000,00
1.06 Cured Anplace 27 And to 30-and diameter pipe Initia to to 24 feed deep in non-industrial arteas	2,500 Lin, Pl	\$05.00	262,500,00	107,50	268,750,00	120.00	300,000,00
i	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	155.00	97,650.00	165,00	103,950.00	150.00	94,500,00
1.10 Cured-in-place 8 inch to 15-Inch dameter pipe Inlim un to 24 feet deep in industrial arreas	9 E 9 E	50.00	25,000.00	44.00	22,000.00	50.00	25,000.00
<b> </b> -	양 양 년	104.00	52,000.00	125.00	62,500.00	110.00	55,000.00
L	1400 Each	150.00	210,000.00	125.00	175,000.00	100,00	140,000,00
	140 1400	250.00	350,000.00	275.00	365,000.00	350.00	490,000.00
1.14 Supplemental payment for installing curred-in place pipe liners, independent of pipe lameter, segment length & depth, in easement ereas awey from the vehoular traveled way	с С Цар С	200,00	37,500.00	1,335.00	100,126.00	2,500.00	187,500,00
-	Each 49	500,00	20,000,00	3,750.00	150,000.00	2,500,00	100,000
1.1.5 For Cured-in-Prace Pipe Lintry of Struke laterals up to 25 in length as datailed below:							
	40 Each (Cont. Nem)	3,500,00	140,000.00	3,800.00	156,000.00	5,600,00	224,000.00
1.15.2 For Cured-in-Place Pipe Lining of 8 <sup>th</sup> dia. Service laterals up to 25 <sup>th</sup> in length IN ACCORDANCE WITH ASTM F1216 OR ASTM F2561	60 Each (Cont, Item)	3,500.00	210,000.00	3,435.00	206,100.00	4,400.00	264,000.00
1.15.3 For Cured-In-Place Pipe Lining repair of 67 dla. service laterals, sealing the connection and the first joint of the bateral IA ACORDANCE WITH ASTIM F1216 OR ASTIM F2654	20 Each (Cont. Item)	2,500.00	50,000,00	1,700.00	34,000.00	1,600.00	300,000
1.16 For Cured-in-Place Pipe Lining of 6 <sup>-</sup> dia, service laterals, 1990 dite first 25 feak included in the base sitem, as detailed in items 1.16.1 and 1.16.20 in inergih as detailed below:			-				

Page 3 of 4

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MIAMF.DADE WATER AND SEWER DEPARTMENT MIAMF.DADE COUNTY

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TWO-YEAR COUNTYMDE CONTRACT FOR REHABILITATION OF SANTARY SEWERS BY THE CURED-IN-FLACE FIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS CONTRACT NO. S-466, PCTS NO. 13205

		ESTI	<u>est</u> imate: \$6,100.050				
TABULATION OF BIDS						Bid Date;	Bid Date: September 25, 2014
RODERS		Lanzo Trench 125 SE	Larzo Trenchiess Technologies 125 SE Ah Cwint	_]	LAYNE INLINER, LLC 2531 Jouen Lane		SAK Construction, LLC
		Dearfield B	Dearfield Beach, FL 33441		Sanford, FL 32771		O'Fallan, MO 63366
Na Descrimtion	Estimated Ound	4 -	Tehal	l Init	Tetes	ţ	
17	320	10.55	17 600.00	100	10.560.00	20.00	27 AD1 D1
laterals beyond the first 25 ft. included in the base Nem	) 5	22-22					1
IN ACCORDANCE WITH ASTM F2561	(Cont. Item)		-				1
1.16.2 For Cured in Place Pipe Lining of 5" dia. Service		65.00	31,200.00	11.00	5,280.00	12.00	5,760.00
laterals beyond the first 25 feet included in the base frem							
IN ACCORDANCE WITH ASTM F1216 OR ASTM F2661	(Cent. Item)						
2.01 Bypass pumping required when fining sewer	35	300,002	10,500.00	950.00	33,250.00	2,500,00	87,500.00
pipes 8-Inch through 30-inches in diameter	Each						
2.02 Bypass pumping required when Ening sawer	2	20,000.00	40,000.00	19,500,00	00'000'BC	4,500.00	8,000.00
pipes 36-inches in diameter when authorized	Each Each						
or directed by the Engineer							
1							
3.01 Providing Maintenance of Traffic (MOT	Aggr.	330,000,00	330,000,005	11,000,00	11,000,00	100,000,00	100,000.00
4.01 SUBTOTAL (Sum of Dems 1.01 through 3.01)			5,644,950.00		5,755,765,00		6,225,160,00
ITEM NOS. 5 & 6 DEDICATED AND CONTINEENCY ALLOWANCE ACCOUNTS	ALOWANCE	ACCOUNTS					
5.01 For providing unitormed, off-duty paires officers for the	Dedicated	Dedicated 100,000.00	100,000,00	100,000,001	100,000.00	100,000.00	100,000,001
	Allowance						•
5.02 Pre-work video Inspection for sever reach repairs	2,000.00	200	4,000,00	2.00	4,000,00	200	4,000,00
canceled by the Engineer as a result of changed	Ľi. J.						
articipated conditions, the unit price per lineal tool	Dedicated						
	Allowance						
5.03 For curred-in-place lining repairs of pipe sizes	Dedicated	150,000.00	150,000.00	150,000.00	150,000,00	150,000.00	150,000,00
8-inch through 35-inch in excess of the quantities	Allowance						
an Big nems 1.04, 1.02, 1.03, 1.04, 1.05, 2.05							
		1	10 000 00	00000			
•	nedicated		45,000,00	43,UUU.UU	43,000,04	00"000"EF	43,000.00
fees, if authorized by the Engineer, the sum of	Allowance						
6.01 Unforeseen conditions, for minor construction changes	Contingency		564,495,00		575,576,50		522,516,00
& for quantity adjustments, if ordered by the Engineer,	Allowance						
the sum of 10% of the Subtrate, frem 4.0							
(.10) X (Subtotal, Itam 4.0)							
TOTAL BID (Items 4.0 through 6.01)			36,506,445.00		\$6.528,341.50		\$7,144,676,00

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Page 4 of 4

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### CIIS - Contractor Report - 170 Thursday, December 18, 2014 - 6:34:02 PM

Capital Improvements Information System Contractor Evaluations Report

<u>Dept</u> WS	<u>Contract</u> <u>S-800</u>	<u>TVpe</u> CON	Contractor / Architect Name INSITUFORM TECHNOLOGIES LLC	<u>Date Rater</u> 1/11/2008 Dalia Abrahante	<u>Period</u> Interlm	<u>Rate</u> <u>3.2</u>
WS	<u>S-800</u>	CON	INSITUFORM TECHNOLOGIES LLC	7/24/2006 Dalla Abrahante	Interim	<u>2.6</u>
WS	<u>S-800</u> .	CON	INSITUFORM TECHNOLOGIES LLC	11/6/2008 Dalia Abrahante	Interim	<u>2.4</u>
WS	<u>Ş-800</u>	CON	INSITUFORM TECHNOLOGIES LLC	4/21/2009 Raul Caballero	Project conclusion or closeout	<u>3.5</u>

Evaluation Count: 4 Contractors: 1 Average Evaluation: 2,9

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### COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

DI----

BEFORE ME, A NOTARY	PUBLIC	nersonally	annearar	chane Farmuye	who
being duly swom states;	TODEO,	bersoughly	appoared	(Insert neme of affiant)	······

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sharn or collusive or made in the interest or on behalf of any person-not-linerein named; and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sharn proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

QR

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is related to the following parties who bid in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: Signature of Affiant

Diane Partridge, Contracting and Attesting Officer Printed Name of Afflent and Title

Institutorm Technologies, LLC

Printed Name of Firm

1/3-3/0/3/2/1/5/8/ Federal Employer Identification Number

17988 Edison Avenue, Chesterfield, MO 63005 Address of Firm

Page 1 of 2

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FROM:

R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(0)(2)

May 5, 2015

DATE:

Please note any items checked.

	"3-Day Rule" for committees applicable if raised
	6 weeks required between first reading and public hearing
	4 weeks notification to municipal officials required prior to public hearing
	Decreases revenues or increases expenditures without balancing budget
	Budget required
	Statement of fiscal impact required
	Ordinance creating a new board requires detailed County Mayor's report for public hearing
	No committee review
<del></del>	Applicable legislation requires more than a majority vote (i.e., 2/3's, 3/5's, unanimous) to approve
	Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved	Mayor	Agenda Item No. 8(0)(2)
Veto		5-5 <b>-</b> 15
Override		

### RESOLUTION NO.

**RESOLUTION APPROVING AWARD OF A CONSTRUCTION** CONTRACT TO INSITUFORM TECHNOLOGIES, LLC WITH A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$12,200,100.00 AND AN INITIAL CONTRACT TERM OF TWO YEARS FROM THE NOTICE TO PROCEED WITH TWO ONE-YEAR OPTIONS-TO-RENEW FOR A PROJECT ENTITLED "TWO-YEAR COUNTYWIDE CONTRACT FOR THE REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS", CONTRACT NO. S-866; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves award of a construction contract to Insituform Technologies, LLC in an amount not to exceed \$12,200,100.00 and an initial contract term of two years from the Notice to Proceed with two one-year options-to-renew for a project entitled "Two-Year Countywide Contract for the Rehabilitation of Sanitary Sewers by the Cured-in-Place Pipe Lining Method with County Option To Renew for an Additional Two Years on a Yearly Basis", Contract No. S-866, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same and to exercise the provisions contained therein, including, the termination provision, for and on behalf of Miami-Dade County, Florida.

Agenda Item No. 8(0)(2) Page No. 2

,

The foregoing resolution was offered by Commissioner

who moved its adoption. The motion was seconded by Commissioner

and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman Esteban L. Bovo, Jr., Vice Chairman Bruno A. Barreiro Daniella Levine Cava Jose "Pepe" Diaz Audrey M. Edmonson Sally A. Heyman Barbara J. Jordan Dennis C. Moss Rebeca Sosa Sen. Javier D. Souto Xavier L. Suarez Juan C. Zapata

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of May, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

> MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

### HARVEY RUVIN, CLERK

By:\_

Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

SED

Sarah E. Davis

### CONTRACT

THIS CONTRACT, made and entered into on the \_\_\_\_\_ day

of \_\_\_\_\_, 20 \_\_\_\_, by and between Miami-Dade County, Florida,

acting by and through the Office of the Mayor, party of the first part (hereinafter sometimes

called the "County"), and \_\_\_\_\_Insituform Technologies, LLC

party of the second part (hereinafter sometimes called "Contractor");

### WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the Contractor shall furnish all labor, materials and equipment and perform all work in the manner and form provided by the Contract Documents covering the Project of the County known and identified as:

### TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS CONTRACT NO. S-866

at the unit prices reflected in the Proposal, for an aggregate amount up to <u>Six Million One</u> <u>Hundred Thousand Fifty Dollars and No Cents (U.S. Dollars) \$6,100,050.00</u>. The Contract will be awarded for an aggregate amount of up to \$6,100,050 for a two-year period. Unless the Contract is renewed, it will terminate upon the depletion of the awarded amount or the expiration of the two-year period whichever occurs first. The two-year term of the Contract will commence with issuance of the Notice to Proceed. The Mayor or his designee has the option to renew the Contract for up to an additional two years on a year to year basis, provided that the Contractor maintains the prices, etc. used in the original contract, with an additional total amount of up to \$6,100,050. Each renewal option will be for a one-year period and up to \$3,050,025. The County does not guarantee that the full amount of the Contract will be issued to the Contractor. Continuation of the Contract beyond the initial period is a County prerogative not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

2. That the Contractor shall begin the work to be performed under this Contract on a day to be specified in a written order issued by the Engineer, and shall fully complete all work hereunder within the time or times stated in the Proposal.

3. That the County shall pay to the Contractor for the faithful performance of this Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of his proposal as set forth above at the times and in a manner stated in the General Covenants and Conditions of the Contract Documents.

4. It is further mutually agreed that if at any time after the execution of this Contract, Surety Performance and Payment Bond, the County shall deem the surety upon such bonds to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the

CONTRACT Page 1 of 3

### <u>CONTRACT</u>

performance of the work, the Contractor shall at his own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security shall have been furnished in a manner and form satisfactory to the County.

5. The "Contract Documents" are hereby defined as the Questionnaire, the Advertisement for Bids, the Instructions to Bidders, the Proposal, the Certified Resolution (Proposal/Prescribed Bid Bond), the Prescribed Bid Bond, the Contract, the Surety Performance and Payment Bond. the Certified Resolution (Contract/ Surety Performance and Payment Bond), the General Covenants and Conditions, the Supplemental General Conditions (if Ordinance 90 143 is applicable) including Wage and Benefit Schedules, the Specifications, the Plans, any Addenda which may be issued, the Subcontractor /Supplier Listing Form (Ordinance 97-104 as amended by Ordinance 00-30), the Reporting Subcontracting Policies and Procedures (Ordinance 98 -15 9), the Community Small Business Enterprise Program (CSBE) Participation Provisions and Forms (if applicable), and the provisions for the following: Affirmative Action Plan (Ordinance 98-30) and Disclosure Form; Bidder's (Debarment) (Ordinance 93-129); Code of Business Ethics (Ordinance 01-96); Criminal Record (Felony) (as amended by Ordinance 00-30); Disability Nondiscrimination (Resolution R-385-95 as amended by Resolution R-182-00); Domestic Violence Leave (Ordinance 99 - 5 as amended by Resolution R-185-00); Due Fees or Taxes Paid (Ordinance 95-178 as amended by Ordinance 00-30); Metro Dade Employment Drug Free Workplace (Ordinance 92-15 as amended by Ordinance 00-30); Metro Dade Employment Family Leave Plan (Ordinance 91-142 as amended by Resolution R-183-00); Fair Wage (Ordinance 90-143 as amended by Ordinance 95-183); Mandatory Clearinghouse for Posting Notice of Job Opportunities (Resolution R-937-98 as amended by R-1145-99); Obligation (Ordinance 99-162); Office of Miami-Dade County Inspector General (IG) (Ordinance 97-215 as amended by Ordinance 99-151); Sworn Statement - Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; and Metro-Dade County Disclosure (Ordinance 90-133).

The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he has read and understands all of said Contract Documents.

6. The various indemnities of the Contractor contained in the Contract Documents indemnifying the County from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Contract Documents shall have a monetary limitation of the larger of the following: \$1,000,000.00, or the entire amount of the Contract.

7. The County retains the right to audit any and all information regarding this Contract as described in the General Covenants and Conditions, Section 41 "Audit Rights and Review of Records".

27

### CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four (4) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

By:

(OFFICIAL SEAL)

ATTEST:

Harvey Ruvin Clerk of the Board MIAMI DADE COUNTY, FLORIDA -BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_

\_\_\_\_

Mayor

### (PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

Deputy Clerk

Sande Elan 312/15 Assistant County Attorney

Miami-Dade Water and Sewer Department

### WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST

(Secretary) Debra Jasper Contracting and Attesting Officer

(Print or type name)

Insituform Technologies, LLC	
(Name of Corporation)	-
By: plinne Tarta	dar
(Signature of Officer)	0
Diane Partridge	

(Print or type name)

Contracting and Attesting Officer

(Official Title)

17988 Edison Avenue

Chesterfield, MO 63005 (Address)

### (PARTY OF THE SECOND PART)

Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract and Surety Performance and Payment Bond to do so in its behalf.

### CERTIFIED RESOLUTION

J. \_\_\_\_\_\_\_, the duly elected Secretary of \_\_\_\_\_\_\_.

<u>Insituform Technologies, LLC</u>, a Corporation organized and existing under the laws of the State of <u>Delaware</u>, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with law and the by-laws of the said Corporation:

"IT IS HE	REBY RESOLVED that	Diane Paririe	tge, the duly
elected	Contracting and Atlesting Officer	of	(Name) Insituform Technologies, LLC
	(Title of Officer)		

be and is hereby authorized to execute and submit a <u>Contract and Surety Performance</u> <u>and Payment Bond</u> to Miami-Dade County, Florida, and the Miami-Dade Water and Sewer Department, respectively, for a certain Project entitled

### TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWER BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO. S-866"

and such other instruments in writing as may be necessary in behalf of the said Corporation, and that the Contract and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds."

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

Given under my hand and the Seal of the said Corporation this \_\_\_\_\_ day of January \_\_\_\_\_ 20 <sup>15</sup>

(Month)

By:

(Year)

Cebra Jasper

Contracting and Attesting Officer

(Print or type name)

Insituform Technologies, LLC (Corporate Title)

(SEAL)

Page 1 of 1

### INSITUFORM TECHNOLOGIES, LLC <u>Assistant Secretary's Certificate</u>

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

<u>Appointments by the President</u>. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed H. Douglas Thomas, Vice President – Global Procurement/Operations Support, and has appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 1<sup>st</sup> day of January, 2014.

INSITUFORM TECHNOLOGIES, LLC

By: Tod O'Donoghne Assistant Secretary

### Memorandum

Date:	May 5, 2015	
To:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	Supplement to: Agenda Item No. 8(O)(2)
From:	Carlos A. Gimenez Mayor	
Subject:	Supplement to Resolution approving a contract award Technologies, LLC for a Countywide Contract for	l recommendation to Insituform the Rehabilitation of Sanitary

Sewers by the Cured-In-Place Pipe Lining Method; Contract No. S-866 This supplement is presented to include an affidavit that was inadvertently left out of the agenda item package released in the Metropolitan Services Committee March 15, 2015 Preliminary Agenda. The

affidavit, known as the Firm's Responsibility Affidavit, is the ownership disclosure form which is provided by the prime contractor detailing a breakdown of the employees' race, national origin and gender. Information regarding the breakdown of the subcontractors is already included in the package and identified as ISD Form 7.

Jack Osterholt Deputy Mayor

### FIRM'S RESPONSIBILITY AFFIDAVIT "Combined Affidavit"

STATE OF FLORIDA

4.

Published 1/19/200

 $A \gg$ 

COUNTY OF MIAMI-DADE

The undersigned, being first duly sworn, states as follows:

)SS:

### GENERAL

- 1. I am a duly authorized representative of the Firm submitting a bid, proposal or other document to Miami-Dade County with the intention of being awarded a contract (referred to in this affidavit-as-the-"Respondent").
- 2. This Affidavit is made of my personal knowledge. I understand that Miami-Dade County will rely on the representations made in this affidavit in determining my eligibility and responsibility to enter into a contract with Miami-Dade County. By executing this affidavit, the Respondent agrees to provide to Miami-Dade County such documentation or other proof as Miami-Dade County may require verifying the accuracy and completeness of any of the representations.

The Respondent is duly authorized to submit this bid or proposal, and if awarded the contract, to enter into the contract and perform the services or supply the goods contemplated in the contract.

### OWNERSHIP DISCLOSURE

That in compliance with Section 2-8.1(d)(1) of the Miami Dade County Code, if the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. (Post Office addresses are not acceptable). The full legal names and business address shall be provided for any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Miami-Dade County. (Post Office addresses are not acceptable). This information shall be supplied on the attached Ownership Disclosure form and signed by the Respondent.

Initial

Page 1 of 5

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### FIRM'S RESPONSIBILITY AFFIDAVIT "Combined Affidavit"

### EMPLOYMENT DISCLOSURE

- 5. The following information and attachments are provided and are in compliance with all items in County Ordinance No. 90-133, amending Section 2.8-1; Subsection (d)(2):
  - a. Does your firm have a collective bargaining agreement with its employees?
  - b. Does your firm provide paid health care benefits for its employees?
  - c. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender: See attached EEO-1

White:		Males:	Females:	
Asian:		. Males:	Females:	<u></u>
Black:		Males:	Females:	
American				
Indian:		Males:	Females:	
Hispanics:		Males:	Females:	<u> </u>
Aleut				
(Eskimo):		Males:		·····
		Males:	Females:	
Aleut	·	Males:	Females: Females:	

### EMPLOYMENT DRUG FREE WORKPLACE

The Respondent provides a drug-free workplace in full compliance with Section 2-8.1.2 of the Code of Miami-Dade County.

### EMPLOYMENT FAMILY LEAVE

That in compliance with Ordinance No. 91-142 of the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned Ordinance:

An employee who has worked for the above firm for at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

Published 1/19/2007

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EQUAL EMPLOYMENT OPPORTUNITY 2014 EMPLOYER INFORMATION REPORT CONSOLIDATED REPORT - TYPE 2	SECTION C - TEST FOR HILING REQUIREMENT	<ul> <li>AEGION CORPORATION</li> <li>1-Y 2-Y 3-N DUNS NO.:</li> <li>17988 EDISON AVENUE</li> <li>CHESTERFIELD, MO 63005</li> </ul>	CETARI ISHMENT ISA ARI ISHMENT INEQUAL	C Y	NAICS:			NOT-HISFANIC OK L		ILACK OR NATTIVE AMERICAN TWO AFRICAN HAWALIAN AFRICAN PACHER MERICAN PACHER MERICAN PACHER MERICAN PACHER MARICAN PACHER MARICAN PACHER MARICAN PACHER MARICAN PACHER MARICAN PACHER MARICAN PACHER MARICAN PACHER MARICAN MORE MARICAN OR MARICAN ASTAN MARICAN PACHER MARICAN PACHER MARICAN PACHER MARICAN PACHER MARICAN ASTAN MARICAN PACHER MARICAN PACHER MARICAN ASTAN MARICAN ASTAN MARICAN PACHER MARICAN ASTAN MARICAN PACHER MARICAN PACHER MAR		8 0 11 4 4 34 3 0 1 0 2	14         0         22         2         9         90         9         0         8         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0	10         3         3         2         3         8         1         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0         0	0 0 0 0 7 1 1 1 0 0	20 0 2 0 1 158 13 0 2 0 4	119         9         21         12         8         4         6         1         1         0         1         2	100         1         8         6         10         13         0         0         0         0         0         1	71 16 3 7 15 2 6 0 0 0 0	2 0 0 0 0 0 0 0 0 0 0 0 0 0	345         29         71         35         46         318         52         2         13         0         8         4	223         17         61         24         28         291         46         0         15         0         5         3	SECTION F - REMARKS	09/15/2014	RICK TITLE: HRIS MANAGER
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co= R620720 u= R620720	2 -		1342	件同			SECTION D - EMPLOYMENT DATA		.7	JOSECATECORIES SUEL SUEL	EXECUTIVE/SR OFFICIALS & MGRS	FIRST/MID OFFICIALS & MGRS	PROFESSIONALS	TECHNICIANS	SALES WORKERS	ADMENTSIRATIVE SUPPORT	CRAFT WORKERS	OFERATIVES	LABORERS & HELPERS	SERVICE WORKERS	TOTAL	PREVIOUS REPORT TOTAL		DATES OF PAYROLL PERIOD: SECTION G - CERTIFICATION	CERTIFYING OFFICIAL:

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### FIRM'S RESPONSIBILITY AFFIDAVIT "Combined Affidavit"

### DOMESTIC LEAVE

8. That in compliance with Ordinance No. 9-5 of the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned Ordinance:

An employee who has worked for the above firm for at least three hundred and eight (308) hours in the previous ninety (90) days shall be entitled to thirty (30) work days of unpaid domestic leave during any twelve (12) month period, for medical or dental reasons, for legal assistance, to attend court appearances, counseling or any reasons necessary to provide for the safety or well being of the employee subjected to domestic or repeat violence, without risk of termination of employment or employer retaliation.

### ARREARS WITH THE COUNTY

That in compliance with Ordinance No. 95-178 and Section 2-8.1(c) of the Code of Miami-Dade County, the Proposer has paid all delinquent and currently due fees or taxes, including but not limited to real estate and personal property taxes, registered in the name of Proposer and which are collected in the normal course by the Miami-Dade County Tax Collector, and that County issued parking tickets for vehicles registered in the name of the above proposer, and which are collected in the normal courts, have been paid.

That in compliance with Ordinance No. 99-162 and Section 2-8.1 of the Code of Miami-Dade County, the Proposer is not in arrears in any payment under contract, promissory note or other loan document with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term in defined in Section 2-11.1(b)(8) of the Code of Miami-Dade County.

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### CODE OF BUSINESS ETHICS

10.

9.

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County void able, and subject this firm to debarment from County work pursuant to Section 10-38 (h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

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Page 3 of 5

### FIRM'S RESPONSIBILITY AFFIDAVIT "Combined Affidavit"

### NO CRIMINAL RECORD

The Respondent has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of the bid or proposal submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years as defined in Section 2-8.6 of the Code of Miami-Dade County.

### PUBLIC ENTITY CRIME

12. The respondent has not been convicted of a Public Entity crime as defined in Paragraph 287.133(1)(g) of the Florida Statutes. Violation of any State or Federal law with respect to the transaction of business with any public entity or with an agency or political subdivision of any State.

### DEBARMENT AND SUSPENSION DISCLOSURE

13. The Respondent, and its officers, principals, stockholders, subcontractors or its affiliates are not debarred or suspended from contracting with Miami-Dade County as regulated by Section 10-38 of the Miami Dade County Code.

### NON -DISCRIMINATION BASED ON DISABILITY

14. The Respondent is in compliance with and agrees to continue to comply with and assure any subcontractor, or third party contractor under this project complies with all applicable laws forbidding discrimination based on disability including, but not limited to those provisions pertaining to employment, provision of programs and services, transportation, communications. Access to facility, renovations and new construction as set forth in the Americans with Disabilities Act of 1990 (ADA), the Rehabilitation Act of 1973, the Federal Transit Act and the Fair Housing Act.

### FAIR SUBCONTRACTING

15. Consistent with Section 2-8.8 of the Code of Miami-Dade County, the Respondent has adopted subcontracting policies and procedures which (a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract; (b) invites local subcontractors to submit bids in a practical, expedient way; (c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid; (d) allows local subcontractors to meet with appropriate personnel of the Respondent to discuss the Respondent's requirements; and (e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Respondent's stated objectives.

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#### FIRM'S RESPONSIBILITY AFFIDAVIT "Combined Affidavit"

#### RESPONSIBLE WAGE AND BENEFITS (IF APPLICABLE)

16. If applicable, the Respondent is in full compliance with Section 2-11.16 of the Code of Miami-Dade County, and should he or she be awarded the contract, understands his or her obligation to pay the project minimum wage rates set forthin that Section and the labor provisions of the contract documents.

#### CLEARINGHOUSE AFFIDAVIT

17. That in compliance with Miami-Dade County Resolution Number R-1395-05, the Respondent agrees to comply with all requirements of the Clearinghouse Resolution and Job Request form for posting job opportunities. Making it a mandatory requirement for Respondents to post notice of job opportunities resulting from the construction of improvements on County property through the County's Clearinghouse process.

#### I STATE NOTHING FURTHER IN THIS AFFIDAVIT.

Signature:

Diane Partridge, Contracting and Attesting Officer

Position/Title:

Name of Firm: Insltuform Techr

Instuform Technologies, LLC

The foregoing was sworn and subscribed before me this <u>1st</u> day of <u>December</u>, <u>2014</u> by <u>Diane Partridge</u>, who is personally known to me or who has produced <u>personally known</u> as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

NOTARY PUBLIC STATE OF FLORADA Missouri

My Commission expires: Nov. 17, 2018

DEBRAK. JASPER Notary Public - Notary Seat STATE OF MISSOURI St. Charles County ly Commission Expires: Nov. 17, 2018 Commission # 14959544

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#### COMBINED AFFIDAVIT Appendix A. CHECKLIST OF REQUIREMENTS TO CONTRACT

The provisions in this appendix are established as a checklist to identify requirements for each Respondent to adhere in order to comply with all provisions applicable to this Contract. The applicable "check box" is electronically checked by the Department issuing this information.

In addition this listing identifies, for reference, items contained within the Combined Affidavit to be executed by the Respondent at the time of the submittal. Each page of the Combined Affidavit shall be initialed by the party(s) executing the document.

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
Ż	Ownership Disclosure		Section 2-8.1	<u>.</u>		All contracts shall require the person contracting or transacting to provide ownership information.	Attached
	Contractor's Debarment Affidavit		Section 10-38			Requires a signed affidavit stating the contractor is not currently debarred or in process of debarment	YES
×	Contractor Debarment		Section 10-38			If debarred, Contractor is not eligible to bid. Failure to comply with any requirements may result in debarment	
Ø	Cone of Silence		Section 2-11.1			Prohibits communication with County staff between Advertisement and Award Recommendation	
	Code of Business Ethics		Section 2-8.1			Requires compliance with all applicable rules and regulations	YES
·Ø	Public Entity Crime Affidavit		· <u> </u>		F.S. 287.13 3	Contractor has not been convicted of a felony during the past ten years	YES
	Criminal Record		Section 2-8.6			Disclosure of criminal conviction(s) in the past ten (10) years	YES
	County's Clearinghouse	Resolution R-1395-05				Contractor to post job opportunities with the County's Department of Business Development	,

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#### COMBINED AFFIDAVIT Appendix A

	Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq.	Comments	In Combined Affidavit
		   	· ·			Reg./ Florida Statute		
ŀ		Clearinghouse Affidavit	Resolution R- 1145-99	* 			Signed affidavit stating compliance with Clearinghouse Resolution and Job Request Form	YES
		Disability Non- discrimination Affidavit	Resolution R-182-00			<u> </u>	Signed affidavit stating non-discrimination against Americans with Disabilities	YES
		Drug Free Workplace		Section 2-8.1.2			Signed affidavit stating that -the contractor maintains a Drug Free Workplace	YES
		Drug Free Workplace		Section 2-8.1.2			Codification of the Drug Free Workplace, contractor requirements to notify each employee and subcontractor	
		Disclosure Affidavit		Section 2.8-1			Signed affidavit disclosing any Collective Bargaining agreement, Health Care benefits, Workforce Ethnicity and Gender Breakdown	YES
,  -	X	Delinquent and Currently Fees Due		Section 2-8.1	3-29		Contractor to resolve all outstanding financial issues with the County (i.e., fines, tickets, taxes, loans, etc.)	YES
-		Family Leave	Ordinance 92-15				Leave policy for birth, adoption and other family related, without prejudice	YES
-		Domestic Leave	Ordinance 99-5				The firm is in compliance with MDC Code 11A-60	YES
		False Claims Ordinance		Sections 21-255 through 21-266			False claims by contractor resulting in bid rejection, cancellation of contract and possible debarment	
		Prompt Payment		Sections 2-8.1.4, 10-2.02 & 10-33.02		HB 509 Engros sed 1 2005	Sets parameters for payments of Contractors, Sub-contractors, Subs of Sub-contractors and Suppliers	
-	-	First-Tier Subcontracts Disclosure		Sections 2-8.1 and 10-34			Contractor supplying list of all First-Tier sub contractors at the time of Award, unless specific goals at time of Response	

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#### COMBINED AFFIDAVIT Appendix A

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
	Fair Subcontracting Practices		Section 2-8.8			Non-discrimination in the subcontracting process with sub contractors and suppliers	YES
	Local Preference		Section 2-8.5			Provision for local business utilization in Miami-Dade County contracts	
	License Requirements		-Section 10-3		-Chapter- 489	-Contractor possessing proper license(s) at the time of Response and throughout the contract	
$\square$	Quarterly Reports	Resolution R-113-94				Contractor to file financial reports quarterly	
	Employment and Procurement Practices		Section 2-8.1.5			Affirmative Action Plan and Procurement policy when total contracting exceeds \$5 million/ year	
	Works in Public Right of Way		Section 2-103.1			Contractor to restore to the preexisting condition the right of way or shall be subject to a \$500 per day civil fine.	
	Inspector General (IG)		Section 2-1076			Applies to all County Contracts at a rate of <sup>1</sup> / <sub>4</sub> of 1% of the Contract value, unless specifically prohibited by local, state or federal law.	
X	Independent Private Sector IG		Section 2-1076			Hired by the Audit and Management services to perform review of selected contracts.	
X	Performance and Payment Bond	Resolution R-345-03			F.S. 255.05	Establishes the requirements of the Performance and Payment Bond for construction contracts with the County.	
	Bid Bond		Section 18-14			Contractor to submit a bid bond whenever a Performance and Payment bond is required.	

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#### COMBINED AFFIDAVIT

Appendix A

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
	Public Record Exemption	,			F.S. 119.071	Contractor to maintain a record of the distribution of all Documents, including Plans and return, in full, all Documents upon Contract completion	
	Evaluation of Contractor / Consultant		•	3-42		Requirements to formally evaluate each Contractor / -Consultant-and-resultant- review for future work or suspension	
	Collection of Liquidated Damages (LD's)	R-173-8				Requirement to collect LD's unless waived by Mayor with prior consent from BCC	
	Lobbyist Registration for Oral Presentation	Ordinance 03-107	Section 2-11.1			Standard form to be executed by the respondent to register as a company representative	
	Community Workforce Program		Section 2-1701	3-37	-	Imposes workforce hiring requirements on construction contracts	
X	Community Small Business Enterprise (CSBE)		Section 10- 33.02			When applicable, percentage of CSBE utilization or 100% set- aside	
X	Responsible Wage and Benefits		Section 2-11.16			Establishes wages and benefits per trade, per construction category. Produced quarterly	YES
	Davis-Bacon Act		·····		F.A.R. 52,222	Applies to federally funded contracts, wages & benefits Applies to federally funded	
	Buy American Act				F.A.R. 52.222	contracts	
	Working hours and Safety/ Overtime Compensation	,			F.A.R. 52.222	Applies to federally funded contracts	
	Payroll and Records				F.A.R. 52.222	Applies to federally funded contracts	
	Apprentices and Trainces	-			F.A.R. 52.222	Applies to federally funded contracts	

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#### COMBINED AFFIDAVIT Appendix A

Check Box	Requirement	Resolution/ Ordinance	MDC Code	A.O.	Fed. Acq. Reg./ Florida Statute	Comments	In Combined Affidavit
	Copeland Act				F.A.R. 52,222	Applies to federally funded contracts	
	Subcontract Labor Standards				F.A.R. 52.222	Applies to federally funded contracts	
	Termination / Debarment				F.A.R. 52.222	Applies to federally funded contracts	
	Labor Standards Disputes				F.A.R. 52.222	Applies to federally funded -contracts	
	Certification of Eligibility				F.A.R. 52.222	Applies to federally funded contracts	
- <u>-</u>	Disadvantaged Business Enterprise (DBE)				F.A.R. T.A.R.	Applies to federally funded contracts	

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COMBINED AFFIDAVIT Appendix B

# **OWNERSHIP DISCLOSURE FORM**

ss, LLC	58	Edison Avenue
Insitutiorm Technologies, LLC	Federal Employer's ID No. 13-3032158	Address of Principal Office: 17988 Edison Avenue
Name of Firm:	Federal Employ	Address of Prin

Chesterfield, MO 63005	

Managing Miami-Dade County Department: Water & Sewert

ing Method	866 Percentage	Ownership
ed-In-Place Pipe Lini	asis, Contract No. S-	Zīp
bilitation Sanitary Sewer by Curr	tional Two Years on a Yearly B	City, State
Imber : Two-Year Countywide Contract for Rehabilitation Sanitary Sewer by Cured-In-Place Pipe Lining Method	with County Option to Renew for an Additional Two Years on a Yearly Basis, Contract No. S-866 Percentage	First Middle Initial) Address
Contract/Bid Number :		1 Name (Last, First Mid
Project/		<u>Positioi</u>

Signature of Authorized Representative JUANU Jan La December 1, 2014

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Phone Number: (636) 530-8000 Facsimile Number: (636) 530-8701 D Contracting and Attesting Officer. Print/Type Representative's Name Diane Partidge Representative's Position/Title <u>contracting and</u>

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<sup>1</sup> Position: P=President, VP=Vice President, TREAS=Treasurer, SECY=Corporate Secretary, D=Director, SH=Shareholder

Published 4/8/2004



#### Miami-Dade County Department of Business Development Appendix C to Combined Affidavit

#### NOTICE OF CONSTRUCTION CLEARINGHOUSE JOB OPPORTUNITY

Resolution No.: R-1395-05

MIAMI-DADE COUNTY PROVIDES EQUAL ACCESS OPPORTUNITY IN EMPLOYMENT AND SERVICES FOR MINORITIES/FEMALES AND APPLICANTS WITH DISABILITIES

To be completed by Employer/Contractor. Please print clearly or type. Use one form for each position title

JOB OPPORTUN		and the second se	
Position Title:	Application Deadline:		
Jobsite Location:	<u></u>	Number of Openings:	Hourly Rate:
Describe Job Duties (Knowledge, skills and abilities):			
Job Duration: Permanent Temporary If temporary, how long? Fringe Benefits: Yes			
Experience Required: No Will Train Yes If yes, how much experience is required? (Months or Years)			
Education Required: None H.S. Diploma/GED AA Degree Bachelor's Degree Master's Degree Ph.D.			
Certifications/Licenses Requires: INO Yes If yes, please list;			
Driver's License Required: None Operator/Class E Commercial Class Chauffer/Class D			
Language(s) Required: Egglish Spanish Creole Other;			
Applicants should contact employer by: Dhone Fax Res	ume 🗍 Mail	Resume 🗍 In person (day:	s/hours)
	•	۱ <u> </u>	

#### EMPLOYER/CONTRACTOR INFORMATION

Business Name:		Contract/Project No:	
Address (Street Name and Number):	Suite #:	Federal ID #:	<u> </u>
City:		Telephone Number:	
Type of Business:		Fax Number:	
Contact Person:	,,,,,,,,,,,,,,,,,,,,,,,,,,,	E-mail Address:	

Employer/Contractor, please fax this completed form to:

Attention: Clearinghouse Department of Business Development (DBD) Contract Review and Compliance Division 111 NW First Street, 19<sup>th</sup> Floor Miami, Florida 33128 Telephone: (305) 375-3111 Fax: (305) 375-3160

•	**************************************	L USE ONLY ************************************
ļ	Date and time this notice received at Miami-Dade Department of Business	Received By:
	Development.	
	· ·	

4/7/2008 Published \$ 122/200

Published: 1/22/2007



#### QUESTIONNAIRE Appendix D

#### IN ORDER TO PROVIDE INFORMATION NECESSARY IN DETERMINING THE QUALIFICATIONS OF THE PROPOSER, EACH CONTRACTOR IS REQUIRED TO ANSWER THE FOLLOWING:

HILE PERSONAL PROPERTIES.	ANSMER
1 Have you carefully read the Instruction To	
Prospective Contractors?	YES NO
2 Have you carefully reviewed the entire Contra	act
Documents as identified within the Instruction	n To
Prospective Contractors?	YES NO
3 If identified in the Contract Documents, have	you
carefully inspected the site of the work?	YES NO N/A
4 Have you requested, in writing, of the contact	person
identified in the Advertisement, any clarificat	ions
necessary to submit a responsive proposal?	YES NO
Have you received a written response of clarit	fication? YES NO VN/A
5 Are you licensed and certified to perform the	work for
which you are submitting this proposal?	YES NO
License No.:	<u>CGC061125</u>
Competency	No.: <u>M1200000304</u>
FEIN No.;	13-3032158
Qualifier's N	
6 Are you registered with the Miami-Dade Cour	nty
Department of Procurement Management (DF	PM)? YES NO
7 Have you initialed each page and executed the	e last
page of the Combined Affidavit?	MYES NO
8 Have you completed the Ownership Disclosur	re l
Form?	YES INO
9 Have you made any changes or written any co	odicils to
the Contract Proposal?	YES MINU
10 How many previous Contracts with Miami-Da	ade
County in the past five (5) years?	2
11 Total dollar value of Contracts with Miami-D	ade
County in the past five (5) years?	\$7,952,723.13
12. How many years has your Company been in t	nusiness
with the same Principals?	See attached List of Officers
	3
13 Is your Bid Bond included with your submitte	YES NO N/A

Arrizons Publicant Statistics

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#### QUESTIONNAIRE Appendix D

#### WHEN THE CONTRACTOR IS A CORPORATION:

(CORPORATION SEAL) (Name of Corporation)

ATTEST Bγ

(Secretary)

Debra Jasper, Contracting and Attesting Officer (Print or type name)

(Signature of Officer)

Diane Partridge

(Print or type name)

Contracting and Attesting Officer (Official Title)

17988 Edison Avenue

Chesterfield, MO 63005

(Address)

(PARTY OF THE SECOND PART)

Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, the Performance Bond and Payment Bond to do so in its behalf.

W HEN THE CONTRACTOR IS A JOINT VENTURE: (Name of Joint Venture) By: (Signature of Joint Venture) (Print or type name) (Print or type name) (Title) (Address) NOTE: Complete Joint Venture in accordance with Section 5 of the Instructions to Prospective Contractors.

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### QUESTIONNAIRE Appendix D

#### WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

	lame of firm if applicable	) 		(Adóress)		
	1					
Зу:	(Witness signature)	A	(Signatu	e of individual)	·····	
y:	(Print or type mane)		(Print:	or type name)		
	(FILLE OF CAPES ALLIE)		,			
у:			_			
	• (Witness signature)					,
y:	(Print or type name)		-		·	
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CKNOWL	EDGEMENT:					
FATE OF	<b>)</b>	. •				
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4/7/2008

Page 3 of 4

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## QUESTIONNAIRE Appendix D

#### WHEN THE CONTRACTOR IS AN INDIVIDUAL:

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(Witness signature)	(Signature of individual)
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Notary Public	
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My Commission expires	
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4/7/2008

Page 4 of 4

# Memorandum



To: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

Carlos A. Gimenez

Mayor

Supplement No. 2 to Agenda Item No. 8O2

From:

Subject: Supplement No. 2 to Resolution approving a contract award recommendation to Insituform Technologies, LLC for a Countywide Contract for the Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method; Contract No. S-866

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The purpose of this supplemental memorandum is to provide, under separate cover, the Internal Services Department's (ISD) Capital Improvements Information System Contractor Evaluations Report and the Small Business Development Division's (SBD) Firm History Report for above referenced award recommendation on today's agenda.

The Contractor Evaluations Report is on handwritten page 20 of the contract award recommendation agenda item, and the Firm History Report is on handwritten page 12 of the item which shows that two (2) contracts, which are on-going, have been awarded to Insituform Technologies, LLC with a total value of \$7,083,018. According to the Firm History Report, Insituform Technologies, LLC was awarded two on-going contracts (Project No.'s P0130 and P0145) in 2014 for which there are no evaluations as both projects have a one-year contract term and are still ongoing. The Contractor Evaluations Report shows there are three (3) interim contractor evaluations dating back to March 2008 and one (1) close-out evaluation in April 2009 for WASD Project No. S-800. The evaluation at project closeout was indicative of above satisfactory performance as a rating of 3.5 points was given out of a possible 4.0 points. Copies of these reports are provided under Exhibit A, as attached.

Since this contract award recommendation was submitted to the County's Agenda Coordination Office for placement on the agenda on March 31, 2015, Project No. P0162 was awarded to Insituform Technologies, LLC on February 10, 2015 through the Miscellaneous Construction Contract, Plan 7360. In addition, a project close-out evaluation was submitted for the same project on April 3, 2015 to ISD's Capital Improvements Information System, the close-out evaluation contains a rating of 4.0 points. The overall average rating for Insituform Technologies, LLC is 3.1 points out of a possible 4.0 points, which is indicative of satisfactory performance. Copies of these more recent reports generated on April 16, 2015 are provided under Exhibit B, as attached.

Jack Osterholt Deputy Mayor

# EXHIBIT A

CIIS - Contractor Report - 170 Thursday, December 18, 2014 - 6:34:02 PM

Country Country

Capital Improvements Information System Contractor Evaluations Report

Contract S-800	Type CON
<u>S-800</u>	CON
<u>S-800</u>	CON
<u>5-800</u>	CON
	<u>S-800</u> <u>S-800</u> <u>S-800</u>

Contractor (							
Architect Name	Date	Rater				Petiod	Rale
INSITUFORM	1/11/2008	Dalla Abrahante		1.2		InterIm	3.2
TECHNOLOGIES		;		- 14 - <sub>1</sub>			
INSITUFORM TECHNOLOGIES	7/24/2008	Dalla Abrahante		÷,		Interim	2.6
LLC				· ·	1. · ·		
INSITUFORM TECHNOLOGIES	11/6/2008	Dalla Abrahante			:, ·	Interim	2.4
LLC							
INSITUFORM	4/21/2009	Raul Ceballero				Project	3.5
TECHNOLOGIES		·				conclusion	
<u>HC</u>			· · ·			or closeou(	

Evaluation Count: 4 Contractors: 1 Average Evaluation: 2,9

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http://intra.mlamidade.gov/cils/rptContractorEvaluation.asp?SelFEIN=133032158

DBDR0210\_E Ver: 1 PRIMES - AUNARIA \$3,709,775.50 \$3,709,775.50 Department of Small Business Development \$7,083,017,96 \$0.00 57,083,017,96 05/19/2814 1 AWAFD DATE From: 12/10/2009 To: 12/10/2014 MIAMI DADE COUNTY Firm History Report otal Award Amount Total Change Orders Approved by BC Page 1 NO MEASURE SEAURES HEGS WS ONE-YEAR COUNTYWIDE CONTRACTS FOR REHABILITATION OF SANITARY SEWER BY THE CURED-IN-PLACE PIPE LINING METHOD CONTRACT Indicates dosed or expired contracts
Disclaimer: Payments shown may not reflect current information FIRM NAME: INSITUFORM TECHNOLOGIES, LLC 11511 Philips Highway South Jacksonville, FL 32256 Thursday, December 11, 2014 EVEAR P0130 (7360) FROJECT H E P0145  $_{\left\{ 2,1^{n}\right\} }^{\left\{ 2,\frac{n}{2}\right\} }$ 

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# EXHIBIT B



## **Capital Improvements Information System**

**Contractor Evaluations Report** 

Exit

<u>Dept</u> WS	Contract S-800	<u>Type</u> CON	Contractor / Architect Name INSITUFORM TECHNOLOGIES LLC	Date Rater 1/11/2008 Dalia Abrahante	Period Interim	<u>Rate</u> <u>3.2</u>
WS	<u>S-800</u>	CON	INSITUFORM TECHNOLOGIES LLC	7/24/2008 Dalia Abrahante	Interim	2.6
WS	<u>S-800</u>	CON	INSITUFORM TECHNOLOGIES LLC	11/6/2008 Dalia Abrahante	Interim	<u>2.4</u>
WS	<u>S-800</u>	CON	INSITUFORM TECHNOLOGIES LLC	4/21/2009 Raul Caballero	Project conclusion or closeout	<u>3.5</u>
WS	<u>P0162</u>	7360	INSITUFORM TECHNOLOGIES LLC	4/3/2015 Dalia Abrahante	Project conclusion or closeout	<u>4.0</u>

Evaluation Count: 5 Contractors: 1 Average Evaluation: 3.1

Exit

DBDD DEPARTMENT OF BUSINESS DEVELOPMENT

# MIAMI DADE COUNTY Department of Small Business Development Firm History Report

From: 02/15/2010 To: 02/15/2015

PRIMES

# FIRM NAME: INSITUFORM TECHNOLOGIES, LLC 11511 Philips Highway South Jacksonville, FL 32256

0404301141116, 1 L 04400				
PROJECT # CONTRACT DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	
P0130 (7360) 1 WS ONE-YEAR COUNTYWIDE CONTRACTS FOR REHABILITATION OF SANITARY SEWER BY THE CURED-IN-PLACE PIPE LINING METHOD	NO MEASURE	05/19/2014	\$3,709,775.50	
		I	\$3,709,775.50	
P0145 (7360) 1 WS ONE-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD FOR PSIP PROJECTS	NO MEASURE	11/24/2014	\$3,373,242.46	
		e S	\$3,373,242.46	
P0162 (7360) 1 WS PUMP STATION NO. 54 BASIN EMERGENCY REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD	NO MEASURE	02/10/2015	\$364,605.44	
		×	\$364,605.44	
Total Change Order	Total Award Amount Total Change Orders Approved by BCC	\$7,447,623.40 \$0.00 \$7,447,623.40		1

7

Indicates closed or expired contracts
Disclaimer: Payments shown may not reflect current information

Thursday, April 16, 2015

Page 1

DBDR0210\_E

#### SPECIFICATIONS

#### FOR

#### TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS

#### CONTRACT No. S-866 PCTS No. 13205

#### 1.00 SCOPE

The Project consists of furnishing all labor, materials and equipment for rehabilitating defects in 8 through 36-inch diameter gravity sanitary sewer pipes and 6-inch diameter service laterals by the cured-in-place pipe lining method, at various and different locations anywhere within the limits of Miami-Dade County, Florida, as ordered by the Department during a two-year period. The Department is currently responsible for maintaining the gravity sanitary sewers in Miami-Dade County, Florida. It is the intention of the Department to establish a "blanket" type contract with one (1) successful bidder, for a two-year period, to clean and line gravity sanitary sewer pipelines.

This work includes supplementary cleaning of the affected existing gravity sanitary sewers, isolating the reach of sewer to be repaired, inspecting it with closed circuit television (CCTV), then installing a cured-in-place pipe liner and reinspecting the repaired reach with CCTV. Repairs in industrial areas will utilize an epoxy vinyl ester resin system and repairs in non-industrial areas a polyester resin system or an epoxy vinyl ester resin system. The work in the sewer shall be accomplished through the manholes, without disturbing the street surface or adjacent property or any utility, except when performing excavated point repairs of sewers.

Work also includes bypass pumping of sewage or plugging and monitoring, if needed, and other appurtenant and miscellaneous related items and work for a completed Project. The terms "work," "lining," "construction," "repair" and "cleaning" shall each be construed to denote any and all activities under this contract, regardless of its nature.

Dade County Ordinance No. 90-143 is applicable to this Project. The Contractor shall review the "Supplemental General Conditions" and the "Wage and Benefit Schedule" that are included within these documents.

The Department has allocated certain funds for this project. Should the amounts bid exceed expected levels, the Department reserves the right to either reduce quantities and/or delete elements of the work while proceeding at the prices bid, or reject bids and re-advertise at its sole option.

This is a non-exclusive contract. Other contracts for the rehabilitation of sanitary sewers by the cured-in-place pipe lining method may be advertised, bid and under construction concurrent with this Project.

It is the intent of the Department to have defects in its gravity sanitary sewers cleaned and repaired utilizing trenchless technology and any items of labor, equipment and materials which may reasonably be assumed as necessary to accomplish this end shall be supplied, whether or not they are specifically stated herein.

It is the intent of the Department to attempt, where it is practical and convenient to the Department to do so and as a convenience to the Contractor, to package groups of Work Orders by pump station drainage area and industrial and non-industrial lots. However, the Department reserves the right to issue independent repair Work Orders to expedite the Project. Additionally, while the Contractor is mobilized, the Department reserves the right to add additional, smaller or larger Work Orders to the overall assignment.

The Contractor must certify that he has a minimum of two (2) installation crews and equipment in order to complete the work in a timely fashion.

The Contractor is also alerted that various "Standards" are used herein for reference and criteria and that he should obtain copies for his general use and protection. Abbreviated titles are used throughout these Specifications and although most of them are widely known, their complete titles are given below in order to avoid any misunderstanding.

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
FDOT	Florida Department of Transportation
MDWASD	Miami-Dade Water and Sewer Department

The above list shall not be considered complete, as there are other "Standards" used, however, in most cases complete titles have been given.

Wherever "Standards" are indicated herein for reference, the referenced portion shall have the same force and effect as if it were included herein in its entirety, latest edition or revision, if date of publication is not shown.

#### 2.00 INFORMATION FURNISHED BY THE DEPARTMENT

#### 2.00.1 Plans and Working Drawings

The Department will provide digitized Sewer Atlas maps to the Contractor to locate the work on an ongoing basis. Sample Television Inspection Reports are available upon request. The Engineer will also designate if the Work Order is in an industrial or non-residential area.

There are no Engineering Plans accompanying these Contract Documents. However, typical details and/or sketches regarding the proposed work may be provided with the Work Order(s). Additional standard details are available in the Miami-Dade County Public Works Manual and the Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. The County through its Engineer shall have the right to modify the details and/or sketches, to supplement the sketches with additional plans and/or with additional information as the work proceeds; all of which shall be considered as plans accompanying these Specifications herein generally referred to as the

"Plans". In case of disagreement between the Plans and Specifications, the Engineer, shall make a final determination as to which shall govern.

Any errors or omissions in the Specifications as to the standard of the work, shall not relieve the Contractor of the obligation to furnish a satisfactory first class job in strict conformity with the best practice found in subsurface utility designating/locating services, or in work of a similar type. The failure of the Bidder to direct the attention of the Engineer to errors or discrepancies will not relieve the Bidder, should he be awarded the Contract, of the responsibility of performing the Work to the satisfaction of the Engineer.

#### 3.00 SEQUENCE OF WORK AND TIME OF COMPLETION

#### 3.00.1 General

Prior to issuance of the Notice to Proceed, the Engineer will contact the Contractor to arrange for inspection of his equipment in accordance with Section 5.04.3. Following receipt of the Notice to Proceed with the work and the issuance of the initial Work Order, the Contractor shall notify the Engineer at least five (5) days before he is ready to start actual cleaning, inspecting and repairing, to allow the Department time to make arrangements for inspection of the Work.

Where the project or part of the project is located in the City of Miami, in accordance with the City of Miami Code, a special paving bond is required by the City of Miami Public Works Department. The Contractor shall obtain and execute this bond between the City of Miami and himself. The cost of this bond will not be reimbursed under the Approved Permit Fee Reimbursement item in the Proposal.

If the Contractor dewaters into a storm sewer in the City of Miami, a dewatering permit from the City of Miami is required. Permitting procedures shall be in accordance with Section 3.03 Permits.

The general sequence of work shall be as follows in Section 3.00.3, but a detailed sequence of work shall be submitted by the Contractor and approved by the Engineer before any work is started. The Department reserves the right to make changes to the sequence as necessary to facilitate the work or to minimize any conflict with operations.

Groups of Work Orders (which usually will be only a portion of the minimum mobilization package) will be issued to the Contractor in the order in which the Department wishes the lines repaired. The groups shall be worked upon and completed in the order they are issued, and the work of a given group of Work Orders shall be completed, prior to beginning the work of a subsequent group of Work Orders, unless otherwise specifically permitted by the Engineer. A Work Order will consist of a single repair in a sewer element (the reach between two (2) adjacent manholes to be rehabilitated). The Contractor is hereby advised that if, at any time, he has three (3) groups of incomplete Work Orders, the Engineer reserves the right to withhold issuance of additional Work Orders.

The Contractor must certify that he has a minimum of two (2) installation crews and equipment in order to complete the work in a timely fashion.

#### 3.00.2 Time of Completion

The standard time of completion of a group of Work Orders (an "issuance") shall be 120 consecutive calendar days or such lesser time as is mutually agreed between the Contractor and the Engineer prior to release of the issuance. Should the Contractor and the Engineer be unable to reach agreement on the time of completion of an issuance, the Contractor shall immediately begin work on the issuance upon its release but may appeal subject to the conditions as specified in Section 4 "Authority of the Engineer", of the General Covenants and Conditions.

When the Department issues a group of Work Orders (issuances) to the Contractor, he shall arrange his work to expeditiously complete the work of the group to a point of substantial completion, prior to requesting issuance of additional work. It is anticipated that early in the work of the Project, three (3) issuances will be made to the Contractor for (a) the convenience of the Department, and (b) to provide flexibility in performing the work of the Project. For clarity in this example, these initial issuances will be called "Issuance A", "Issuance B" and "Issuance C". The Contractor may, with the approval of the Engineer, be working on any one (1), two (2) or all three (3) of these issuances at the same time. Further, the Engineer may, for the convenience of the Department, add individual Work Orders to any of the active issuances. However, before another issuance ("Issuance D") will be released, the work of at least one (1) of the initial issuances (A, B or C) must be completed to the satisfaction of the Engineer. For this example, we will assume that the work of "Issuance B" has been completed. For the fifth issuance ("Issuance E") to be released, the work of either of the two (2) remaining issuances, A or C, must be completed to the satisfaction of the Engineer. Again for example we will assume that the work of "Issuance C" has been completed to the satisfaction of the Engineer. Thereafter, for the release of sixth issuance ("Issuance F") to be made, the work of the remaining early issuance, "Issuance A" must have been completed to the satisfaction of the Engineer. The work of the entirety of the Project shall proceed in this fashion such that all Work Orders and issuances are completed in an orderly, sequential and timely fashion. Thus, any issuance being worked shall have no more than two (2) of the immediately preceding three (3) issuances incomplete and only three (3) issuances shall be active at any one (1) time.

As specified above, the Department reserves the right to add individual Work Orders to any active (i.e. being worked on) issuance for its convenience. Conversely, if at any time the Contractor has three (3) outstanding incomplete groups of Work Orders (issuances), and in the sole opinion of the Engineer whose decision shall be final, satisfactory progress of the work is not being made, the Engineer reserves the right to withhold issuance of additional Work Orders. In addition, the Contractor may be subject to the provisions of Section 11 of the General Covenants and Conditions. Non-compensable time extensions will be reviewed, upon written request, for additional Work Orders or extenuating circumstances. The total time extensions given for the Contract may not exceed the Time Allowance Account amount shown in the Proposal.

It is not the intent of the Department to penalize a Contractor who makes a good faith effort to quickly mobilize, works diligently and continuously to rehabilitate the sewer utilizing equipment which does not break down excessively halting production or who encounters abnormally and excessively dirty sewer lines. It is the intent of the Department to engender an atmosphere in which the Contractor will work continuously and efficiently through the inventory of work the Department needs performed. If extenuating circumstances are encountered, the Contractor may make a written request for a non-compensable time extension, which will be reviewed on its merits.

It is recognized and agreed that the Engineer may withhold the issuance of further individual Work Orders or groups of Work Orders and hold the Contractor in Time Default should he not finish the work of an already assigned group of Work Orders in the time given plus any extensions of time granted by the Department. It is the intention of the Department to issue to the Contractor Work Orders in accordance with Department needs. Should the Contractor be issued a written notice that he is in a Time Default condition he shall be subject to the stipulations stated herein and provisions of Section 11, "Construction Schedule, Time of Performance and Actual Damages" of the General Covenants and Conditions.

With respect to the Contractor exceeding the assigned completion time of an individual group of Work Orders (beyond any extensions of time the Department may agree to, in accordance with Section 11 of the General Covenants and Conditions or for another good reason), the Department reserves the right not to issue the Contractor any further Work Orders until such time as he is no longer in Time Default and he has demonstrated, to the Department's satisfaction, that the reasons for his tardy production have been addressed and are not likely to be repeated in subsequent groups of Work Orders.

If the Contractor remains in Time Default for a period exceeding six (6) consecutive weeks, the Department may, at its option, retain another contractor to perform the work of this contract and/or terminate the Contract. While the Contractor is in Time Default, he may be barred from submitting proposals for subsequent or supplemental contracts. If his contract is terminated, he will be barred from submitting proposals until such time as the Department determines the circumstances which led to the Contractor's termination have been corrected and are unlikely to reoccur on future contracts.

#### 3.00.3 Sequence of Work

<u>CAPITALIZED ITEMS INDICATE WORK OR FUNCTIONS TO BE PERFORMED BY</u> <u>DEPARTMENT FORCES</u>. All other items shall be performed by the Contractor, with special emphasis on the fact that numerous standard and miscellaneous work phases are not mentioned specifically, but shall be performed by the Contractor as required for a completed Project.

If necessary and in the opinion of the Engineer, who's decision shall be final, Department forces will make efforts to reroute the contributing sewer systems, but the Contractor is advised that he shall have to bypass pump or plug and monitor the total sewage flow if rerouting is not feasible and sufficient storage capacity is not available upstream (see Section 6.01, "Bypass Pumping/Flow Control").

The general sequence for the work, which is typical of each main line sewer work location, shall be as follows:

NOTE: Whenever the property owners' use of the sanitary sewer must be interrupted by the work, the Contractor shall notify the residents (a minimum of 24 hours) in advance of the interruption. This notification shall be accomplished with door hanger notification cards to be placed at the addresses of affected customers. Door hanger notification cards shall be provided by the Contractor. Notification cards must be approved by the Department. Property owners shall be informed when service interruption will take place and the approximate duration. The Contractor shall make every effort to minimize inconvenience to the public and property owners.

S-866

- Pre-construction conference / Presentation Review of Contractor's staffing and mobilization plan / Notice to Proceed. See Section 3.01, "Preconstruction Conference and Job Meetings."
- 2. Contractor shall visit all line segments proposed for repair and notify the Department in writing of any site conditions, such as access, which would prevent the accomplishment of the work.
- 3. Contractor shall provide traffic cones, truck mounted beacons, and such additional maintenance of traffic measures as are required to satisfy local, state and federal highway requirements. See Section 6.00.4, "Maintenance of Traffic."
- 4. Prior to entering manholes and inspections, the atmosphere shall be evaluated by the Contractor to determine the presence of toxic, flammable or explosive vapors or lack of oxygen. See Section 3.04, "Safety Requirements."
- 5. Reroute or plug contributing sewer systems to minimize flow in sewer, if feasible.
- 6. Contractor shall clean the sewer as necessary to prepare the line for lining, while the sewer line is flowing, to remove roots and materials deposited.
- 7. Set up bypass pumping systems or install plugs and monitor the upstream segment, if required, for the section of sewer to be prepared for television inspection.
- 8. Initiate bypass pumping or monitoring of remaining sewage flow, if required for the impacted sewer section.
- 9. Isolate and evacuate the reach of sewer to be repaired, internally televise inspect sewer. Document the extent to which the sewer has been cleaned and all pertinent pipe condition information by station, via removable data storage device, which shall be provided to the Engineer. It is intended, at this stage, to evaluate in detail, the current total condition of the pipeline and to determine if revisions to the assigned repairs, if any, are warranted. If the Contractor (and Inspector, if present) notes conditions marked differing from the conditions which led to the assignment of the repair and which brings said repair into question, he (they) shall immediately notify the Engineer and present him with the removable data storage device for review. If after review the Engineer determines that the pipe section does require point repair(s) before rehabilitation by cured-in-place pipe lining, the Engineer shall direct the Contractor to postpone all of the repair of this reach of sewer until the County crews completed the point repairs. In this situation, if the line is deleted from the contractor work issuance the Contractor will be compensated for the cost of cleaning and pre-televising the reach of sewer by the appropriate bid item included in the Proposal. Otherwise, the removable data storage device shall be submitted prior to the payment request. If, after television inspection, the pipe section is found to be acceptable for cured-in-place pipe lining, the Contractor shall proceed to Step 10.
- 10. Perform active leak sealing operations, if required by the nature of the pipe fault(s) and the intended pipe repair(s).
- 11. Re-isolate the reach of sewer, as specified above, re-clean the repair segment(s), if needed, and bypass pump or plug and monitor, if so required.

- 12. Re-clean the surface of the already cleaned sewer pipe to remove any sediment or deleterious material to avoid being trapped under the liner.
- 13. For every liner installation, the Contractor shall provide a restrained 12" sample of each liner installed, labeled with pump station and line segment numbers.
- 14. Note location and size of all laterals and branch connections to sewer main for post lining re-inspection. Identify laterals that are to be lined.
- 15. Measure for, prepare and install the liner tube. Video record all repair activities.
- 16. After the curing period has ended, re-inspect from manhole to manhole via CCTV.
- 17. Examine the full extent of the liner and correct any defects. The Contractor shall be responsible for any voids around the annular space between host pipe and liner. In addition he shall grout annular space to stop leaks.
- 18. After the main line has been completed, measure for, prepare and install the liner tube for all laterals that were identified to be lined. Video record all repair activities and keep detailed records of lateral liner system used.
- 19. After the curing period has ended, re-inspect the laterals.
- 20. Ensure that all sewage flow from laterals or branch connections is maintained. If the service laterals cannot be fully reinstated immediately, open small holes in the liner to relieve backed up service lateral flow.
- 21. Route normal flow back into sewer.
- 22. At the earliest possible time, within 24 hours, fully cut and brush to complete the reinstatement of the service lateral ports in the liner to a watertight condition. (Whenever possible, it is intended that steps 18 and 20 be combined into a single step.)
- 23. Grouting and sealing of the sewer laterals that will not be lined shall be performed within seven (7) days of lining the main line.
- 24. Post TV inspection of the rehabilitated lines shall be performed following the grouting and sealing of the laterals and submitted to the Department for evaluation and acceptance.
- 25. Final inspection of repaired pipeline (after all repairs to the reach are completed).
- 26. Perform all remaining work and final cleanup along restored section.
- 27. Repeat Steps 1 through 26 for each reach of sewer to be repaired.

Refer to Section 6.00, "Construction Methods" for a detailed description of the above listed procedures.

#### Procedure for Job Order (JO) Work by the Department

- a) The Contractor shall submit written request to the Engineer indicating scope of work requested to be performed by Department forces on a Work Order.
- b) The Department prepares an estimate based on the indicated scope and transmits to the Engineer for approval by the Contractor.
- c) If the Contractor approves the estimate, he shall provide the Engineer a check in the amount of the estimated cost. No work will be performed by Department forces until remittance of payment.
- d) Upon receipt of estimated cost, the Department shall open a job order (JO) for work approved. The Engineer will notify the Contractor when JO work is scheduled to be performed.
- e) Department forces perform repair and determine actual JO cost.
- f) If actual JO cost is less than the estimated cost, the Contractor will be reimbursed the difference. However, if actual JO cost is more than estimated cost, the Contractor will be invoiced for the difference.
- g) The Department closes the JO.

#### 3.01 Preconstruction Conference and Job Meetings

After the Award of Contract and prior to the issuance of the "Notice to Proceed," a preconstruction conference will be held with the Contractor, the Department, and others who are interested in the Project, for the purpose of coordinating the work. The time and place of meeting will be set by the Engineer. The Engineer will discuss requirements of such matters as project supervision and inspections, progress schedules and reports, Contract Change Orders, insurance, safety, and other items pertinent to the Project. All parties to this conference should be prepared to discuss any problems anticipated with the execution of the work under this Contract.

At this meeting, the Contractor shall submit a detailed staffing plan, with supporting data, demonstrating, to the Engineer's satisfaction, how the Contractor will perform all of the work listed in the Proposal during the contract time period. He must demonstrate the adequacy of the number of independent work crews (that he represented in the Proposal to be sufficient) to accomplish the total quantity of work. He shall increase the number of independent crews if he cannot demonstrate this to the Engineer's satisfaction. He shall also demonstrate that all of the crews he will provide to satisfy the need are, in fact, qualified and experienced, suitably equipped, available and ready to begin timely and productive work. Weekly progress meetings shall be held at the MDWASD Lejeune Road Construction Management Office or the project site as determined by the Engineer. The Contractor's project manager or supervisory designee shall attend the weekly meeting to monitor the progress of the work.

The Contractor shall file with the Department a "Hurricane Preparedness Plan of Action" for approval. This plan shall be in accordance with the provisions of these Specifications and be implemented when notified to do so by the Department.

In addition, a job meeting will be held sometime before each work authorization is issued. All parties to this meeting should be prepared to discuss any problems anticipated with the execution of the work under this Contract.

In some cases, the preconstruction conference or job meeting may be held after the start work date stated in the written "Work Order" or work authorization. This may be due to difficulty with coordination of all parties concerned, or other similar reasons.

Such delays in holding the meetings will not relieve the Contractor of any responsibilities hereunder, and will not be an acceptable reason for him to request additional work completion time beyond that provided, since he could be obtaining permits, mobilizing his equipment and forces, ordering materials, performing minor work, or other work if approved by the Engineer, during the interim period.

Upon issuance of group of Work Orders, the Contractor shall prepare the work schedule, as described in Section 3.00.1, "Sequence of Work and Time of Completion: General" of the Specifications and provide copies of same to others in attendance. The construction schedule shall include the place of beginning, the proposed order of progression, together with the estimated times for beginning and completing the various items of work. <u>A construction schedule shall be prepared in advance and submitted to the Engineer weekly for the duration of the Contract.</u>

#### 3.02 Project Signs

The County will supply portable signs for this Project. These signs will be produced and furnished by County forces. During the construction period, the Contractor shall properly display signs provided and maintain the signs in good condition, satisfactory to the Engineer. Should the signs be defaced, damaged or destroyed, the Contractor shall be responsible for their repair or replacement to the satisfaction of the Engineer and no extra compensation will be allowed. The Contractor shall place the signs at locations as directed by the Engineer at each deployment site.

#### 3.03 Permits

The Contractor is required to close out the permit with the permitting agency having jurisdiction in order to receive the money from the Dedicated Allowance Account established for that purpose. Permit fees will be reimbursed by the Department only when the Engineer receives confirmation to his satisfaction that the permit has been closed.

All necessary permits shall be obtained by the Contractor. The Contractor shall familiarize himself with and comply with all requirements of these necessary permits.

The Contractor's particular attention is called to any special condition of the permits relating to the construction procedures, working hours, excavation and backfill requirements, open trench restrictions (all of which may be needed to repair a failed repair by open-cut means), if authorized by the Engineer, and all other general and specific conditions. In the event any of the conditions of the permits are in conflict with the requirements of these Specifications, the more stringent conditions shall take precedence.

Any deviations from the Specifications or permits must first be approved by the Engineer, even if approval for the change has been given by the permitting agency. The Contractor shall notify the appropriate Department Representative of the commencement of work and also immediately upon completion. The Contractor shall also furnish to the Representative an emergency 24-hour telephone number. The Contractor is responsible for all emergency activities required from the Permit.

The Contractor shall assume throughout the life of the Contract all obligations and responsibilities imposed on the Department as permittee of the above-mentioned permits. All expenses necessary for compliance with the regulations and requirements of each permitting agency and its permit shall be borne by the Contractor, and shall be included in his overall bid price. Reimbursement for permit fees only will be provided through the appropriate bid item in the Proposal. To facilitate reimbursement, the Contractor shall provide the Engineer with copies of permit fee receipts and upon request, copy of canceled check.

The cost of any fees such as impact fees, inspection fees, etc. and the direct cost of obtaining all required permits shall be borne by the Department. The Contractor shall pay the required fees, obtain the permit(s) and then upon submission of proof of cost to the Department, be reimbursed for said cost out of the Dedicated Allowance for permit fee reimbursement. This shall apply only to required permits and fees. Permits obtained or fees paid for the advantage of the Contractor or non-required permits obtained for whatever reason shall not be reimbursed. The necessity or non-necessity of a permit or fee shall be determined by the Engineer whose word shall be final. As specified in the paragraph above, all costs of compliance with the permit(s) shall be borne by the Contractor and included in his bid price. The retainage percentage as specified in Section 28 of General Covenants and Conditions and the 1/4 of one percent deduction for the Miami-Dade Inspector General as specified in Section 29 of the "Instructions to Bidders" will be deducted from any reimbursement payment.

#### 3.04 Safety Requirements

The Contractor shall be in compliance with all applicable provisions of the Occupational Safety and Health Act of 1970, in general, and any subsequent amendments and revisions thereto and specifically to the provisions concerning confined space entry. The Contractor's Manual of Safety Practices, dealing with the firm's policies on field safety procedures for employees, shall be submitted to the Engineer for his review before Work Orders will be issued.

The Contractor is responsible for requiring of all personnel engaged in field work to wear appropriate personal protective gear in all operations where there may be exposure to hazardous conditions or materials and to apply all necessary safety measures which may require appropriate clothing and/or equipment to reduce possible hazards to employees from such conditions that may be described herein.

The Contractor's personnel will be in the vicinity of raw sewage. For his own protection, as well as for his employees, he shall check with the Dade County Health Department, and based upon their recommendation, shall have his personnel properly immunized against disease.

Under this contract, personnel may be required to enter the existing manholes/line segments to perform certain items of work. Before entering, the Contractor shall be in compliance with Miami-Dade County Manhole Ordinance No. 83-3 (which mandates, in part, that above-ground safety personnel shall be on duty at all times when someone enters or works in a manhole/line segment and the air within a manhole/line segment shall be tested with a combination oxygen deficiency meter-explosion meter to determine oxygen content and explosion potential). A test for the presence of hydrogen sulfide shall also be performed. The work area must be ventilated mechanically by the use of an air blower, before entry and during occupancy, to ensure that an adequate quantity of oxygen is supplied to the work area.

The Contractor shall comply with but not be limited to the following OSHA Regulations that are found applicable to this project.

Process Safety Management (29 CFR 1910.119), Confined Space Entry Procedures (29 CFR 1910.146), Respiratory Protection (29 CFR 1910.134), Fall Prevention Protection (29 CFR 1926.104), Excavation Protection (29 CFR 1926.650), Personal Protective Equipment (29 CFR 1910.132), Electrical Safety (29 CFR 1910.301), Lockout/Tagout (29 CFR 1910.147), Air Monitoring (29 CFR 1910.1000), Asbestos & Lead Abatement (29 CFR 1910.1001,1025), Commercial Diving (29 CFR 1910.401), Welding and Cutting (29 CFR 1926.350), Blood Borne Pathogens (29 CFR 1910.1030), Scaffolding (29 CFR 1926.451), Movement of Traffic (DOT Index), Industrial Truck / Forklift (29 CFR 1910.178), Crane Operations (29 CFR 1926 & ANSI).

In addition, the Contractor shall adhere to any other applicable Federal, State and Local Safety and Health Regulations involving General industry and/or Construction Standards not mentioned in the Specifications.

The Contractor shall conduct his operations in such a manner, utilizing warning devices such as traffic cones, barricades and warning lights, and personnel such as flagmen and uniformed police officers, that the public is given adequate warning of hazards of the work site as may be deemed necessary by the County and/or the Engineer. See Section 6.00.4, "Maintenance of Traffic."

In the instance of men working within the manholes, the Contractor shall provide safety provisions to cover any possible consequences of structural failure and/or flooding. Such provisions might take the form of, but not be limited to, stand-by pumping equipment, extra air supplies, harness equipment and such other measures as the situation and good construction practices might indicate.

Certain products specified in these Specifications contain warnings by the manufacturers that under certain conditions, if instructions for use of the product are not followed, a hazardous condition may exist. It is the Contractor's responsibility to instruct his workmen in the safe use of the product, or any product substitution and to provide them with the Material Safety Data Sheets.

#### 3.05 **Procedure of Work Orders**

The Contractor shall be notified when each location is ready for rehabilitation by cured-in-place lining in accordance with General Covenants and Conditions, Section 29, "Notice and Service Thereof". The Engineer shall issue a Work Order, digitized Sewer Atlas plates and, if requested and available, Television Logs and Television Inspection Reports for each line segment at that time.

The Work Order will also designate whether line segments are industrial or non-industrial indicating which resin is to be utilized for the repair. The Contractor shall visit the work sites before sending his crews out and if discrepancies in line size and diameter are found, they shall be immediately brought to the attention of the Engineer.

#### 3.06 Hurricane Preparedness

During such periods of time as are designated by the United States Weather Bureau as being a hurricane alert, watch or warning, the Contractor shall perform all precautions as necessary to safeguard the work and property, including the removal of all small equipment and materials from the site, lashing all other equipment and materials to each other and to rigid construction, and any other safety measures as indicated below. The Department reserves the right to direct work away from arterial roadways and excavation routes during periods of anticipated hurricane activity.

- 1. Upon Notification of a Hurricane Alert:
  - a. Upon issuance of a Hurricane Alert by the County Manager, all Contractors performing work within the right-of-way of a designated evacuation route shall immediately secure their work, backfill all excavations within the right-of-way and suitably prepare the roadway surface for full traffic flow. This work shall be completed within 24 hours of the issuance of the alert. Work shall not recommence until the "All Clear" is issued by the County Manager.
  - b. Contractors performing work at all other locations shall remove all unnecessary debris, materials and equipment from the job site. The Contractor shall also keep his crew on standby on weekends and holidays during the Hurricane Alert period.
- 2. Upon Notification of a Hurricane Watch:
  - a. Contractors shall implement their approved Plan of Action to protect the project and the public.
  - b. For work within the public right-of-ways, the Contractor will be notified by the Department to suspend his construction operations. The Contractor will backfill all open trenches, remove all construction equipment and materials from the right-of-way and secure operations pending further notice.
- 3. Upon Notification of a Hurricane Warning:
  - a. Contractors shall prepare to execute their approved Plan of Action on their specific projects.

#### 4.00 MATERIALS AND EQUIPMENT FURNISHED BY THE DEPARTMENT

No material or equipment, except potable water, will be furnished by the Department under this Contract. All material, supplies and equipment necessary for completion of the Work shall be furnished by the Contractor.

#### 4.01 Water Used in Construction

The Department will furnish water for general construction and testing, free of charge, from the nearest fire hydrant; however, all water used must be metered through a Department meter. Failure of the Contractor to meter the water, or providing others with water, could result in his being fined and/or a citation being issued against him in accordance with the rules and regulations of the Department's Tampering Section.

The Contractor shall obtain a temporary meter solely for the work of this Contract. The temporary meter can be obtained through proper application and payment of a deposit fee at the Department's New Business Office, 3575 South LeJeune Road, Miami, Florida. The deposit fee will be refunded to the Contractor upon return of the meter in a sound, satisfactory condition.

The largest meter available is 3-inches NPS. Effective October 1, 2013, the required deposit for a 3-inch meter is \$2,500.00 plus \$140.00 service charge. For current fees contact the Department's New Customer Division at 786-268-5200. Any additional fees which may be required by other governmental agencies for utilizing the fire hydrants shall be borne by the Contractor and shall be included in his bid. The Contractor shall be required to produce the meter being used to allow the Inspector to record meter reading and serial number. The Contractor will be billed by the Department for all potable water consumed at the normal and current commercial rate for this service. Within 30 days of receipt thereof, monthly bills from the Department shall be submitted with the Contractor's monthly invoice.

When the project is occurring in Unincorporated Miami-Dade County, the City of Miami or Coral Gables, the Contractor shall present a Miami-Dade County, City of Miami or Coral Gables, respectively, Fire Department Permit during application with New Business Office. This requirement may also apply to some municipal areas of Miami-Dade County.

Water for cleaning and/or volume flushing of the mains shall be furnished by the Contractor, with the exception that if a jet-type pressure cleaner is utilized, the Contractor's tank truck may be filled at a meter connection to a fire hydrant free of charge.

All piping, fittings, valves and equipment, including pumps and power, required for handling the water shall be furnished by the Contractor. Care shall be exercised in the use of the water and provision shall be made to protect the water supply for contamination and indiscriminate use by unauthorized persons. The Contractor shall <u>use only potable water</u> unless otherwise specifically called out elsewhere herein and then only in the case of sewage force mains, reclaim water mains or raw water mains.

Under no circumstance shall the Contractor utilize a water source, including existing piping, until such source or piping has been approved for use by the Department. In instances where no Department-owned source of water is available, the Contractor shall make his own arrangements with the municipality or other controlling authority and include the cost of all water required during construction in his overall construction cost. No reimbursement will be made.

#### 5.00 MATERIAL AND EQUIPMENT FURNISHED BY THE CONTRACTOR

The general requirements specified herein shall apply to all items of material and equipment in addition to the specifications for individual items appearing in the following Sections in the 5.00 series.

All material and equipment furnished by the Contractor for incorporation into the Project shall be new and of recent domestic manufacture, and shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for at least five (5) years. All fittings and components shall, wherever possible, be standard stock articles of well-known manufacturers. Where the Specifications designate the products of a particular manufacturer, the product specified has been found suitable for the intended use, but, unless otherwise provided, articles or products of similar characteristics may be offered for the approval of the Engineer. Complete descriptive data shall be furnished in quintuplicate regarding all materials furnished by the Contractor, consisting of dimension drawings, material identification, catalog references and other information necessary to clearly identify and evaluate each article. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent or connected structures and equipment at his expense.

The Contractor is advised that the Sewer Atlas plates are schematic in nature and surveys of the existing sewer system, if any are available, may contain inaccuracies. He shall, therefore, take accurate measurements prior to conducting the work. Any delays caused by such problems shall be at the Contractor's expense and no extension of time will be allowed.

The Contractor shall exercise care to prevent damage to existing material and equipment components of the sewer system for the duration of the Contract, and shall repair or replace (with new items acceptable to the Department) any damaged or lost materials and equipment components. He will be relieved of such responsibility only upon final acceptance of all of the work by the Engineer.

With the following exceptions, materials and equipment removed from existing structures shall not be reused in the work even if deemed savable by the Engineer. All manhole covers and frames, if removed during construction, shall be reinstalled on the structure from which they originated.

The Contractor shall have available sufficient tools and equipment to properly install liners in all areas of the system, including easements or other areas with limited or restricted access or clearances. The Contractor is specifically advised that work in easements as provided for in Bid Item No. 1.14 may require specialized equipment to satisfactorily install the liner system and the capability to accomplish these installations is a requirement of these specifications.

#### 5.00.1 Warranty - Materials

All materials furnished by the Contractor, and particularly manufactured items, shall be certified by the manufacturers as to their material properties and suitability for the intended service. The materials shall be fully warranted by the Contractor and manufacturers to be free from defects in material or function for a one (1) year period after the date of acceptance by the Department of all work performed during the Contract duration. During the one (1) year warranty period, any defects which affect the strength, integrity or intended function of the repaired sewers or the repair components shall be repaired or replaced by and at the sole expense of the Contractor in a manner and with a method acceptable to the Engineer. If an item is replaced/repaired under the warranty within six (6) months of the expiration of the warranty period, the item shall be individually warranted in the same manner for an extended period of six (6) months from the date of acceptance of the repair or replacement as it was under the original basic warranty.

#### 5.00.2 Shop Drawings

The Contractor shall submit to the Engineer for approval, shop drawings in accordance with the requirements of Section 9, "General Covenants and Conditions." Shop drawings shall be submitted for all materials and equipment to be furnished, methods proposed to be utilized, and the experience of the firm and personnel to be assigned to the cleaning and repair work (see questionnaire in the Proposal). Submittal documents shall generally not be larger than 11 by 17 inches and shall be suitable for easy photocopying. If larger drawings are submitted, they shall be accompanied by a clear sepia for ease of reproducing review comments.

Prior to submission, the Contractor shall thoroughly check such drawings, satisfying himself that they meet the requirements for the Specifications and that they are coordinated with the

arrangements set forth on other shop drawings, and shall place on them the date of his approval and his signature. Where items for which shop drawings are submitted are to meet special conditions listed in the Specifications, the conditions shall be so noted on the drawing. Where there is a deviation from the Specifications, the Contractor shall note it and state the reason why a deviation is required.

The approval of shop drawings and data will be general, and will mean that, upon examination of the shop drawings, no variations from the Contract requirements have been discovered, and approval will not relieve the Contractor of his responsibilities as defined under the Contract.

The Contractor, upon request of the Engineer, shall demonstrate on the project the performance and results obtained by use of the sanitary sewer cleaning and cured-in-place lining equipment proposed for use on the project prior to its use generally on the project. As observed by television inspection after cleaning and repair, if the results obtained by the proposed sanitary sewer cleaning and cured-in-place lining equipment are not desirable, in the Engineer's opinion, the Contractor shall employ different equipment until satisfactory results are achieved.

Satisfactory precautions shall be taken to protect the sanitary sewer mains from damage that might be inflicted upon them by the improper use of cleaning and liner installation equipment. Any damage inflicted upon the sewer which is caused by the improper use of the cleaning and pipe repair equipment, regardless of the methods used, shall be repaired by the Contractor at no additional cost to the Department and to the satisfaction of the Engineer.

#### 5.00.3 Substitutions

Changes in products, materials, equipment, and methods of construction required by the Contract Documents which are proposed by the Contractor after award of the Contract are considered to be requests for substitutions. Where the Specifications designate the products of a particular manufacturer, the product specified has been found suitable for the intended use. Articles or products of similar characteristics may, prior to use, be offered for the approval of the Engineer, whose decision shall be final. Copies of complete descriptive data shall be furnished regarding all materials furnished by the Contractor, consisting of dimension drawings, catalog references, product data, cost, and other information necessary to clearly identify and evaluate each article. When substitutions are permitted, the Contractor shall make all necessary changes in adjacent, connected, or other structures and equipment at his expense.

Where contemplated changes, substitutions or appurtenant work require engineering design, in the opinion of the Engineer, the Contractor shall have such design services performed at his expense. Said engineering design services shall be of an extent satisfactory to the Engineer whose decision shall be final. Engineering services for contemplated changes, substitutions or appurtenant work, shall be performed by a Registered Professional Engineer licensed to practice in the State of Florida. Further, all drawings and submittals shall be signed and sealed by a Registered Professional Engineer licensed to practice in the State of Florida.

In some instances a credit may be due the Department. Unless specifically authorized by the Engineer in writing, no additional contract time will be allowed, and a decrease in time may be appropriate.

#### 5.01 Sanitary Sewer Cleaning Equipment

#### 5.01.1 General

The Contractor shall provide suitable hydraulically propelled devices or mechanical cleaning equipment for supplemental cleaning of the lines to be worked upon. Hydraulic equipment which requires a head of water to operate must utilize a collapsible dam to obtain the head, so that the dam may be easily collapsed to prevent damage to the sewer, property, etc., in the event of sudden surcharge in the line. When using hydraulically propelled devices, precautions shall be taken to ensure that the water pressure or level created does not cause any damage of flooding to public or private property being served by the manhole section involved.

If utilized, mechanical cleaning shall be done by approved equipment and accessories driven by power winching devices. All equipment and devices shall be operated by experienced operators, so that sewer lines are not damaged in the process of cleaning.

Debris removed from the sewer shall be disposed of in a proper manner, as specified. Decanted water removed from the debris shall be returned to the sewer being cleaned.

#### 5.02 Post Cleaning and Post Repair Television Survey Equipment

#### 5.02.1 Television Camera System

The television cameras used for the surveys shall be of types specifically designed and constructed for such surveys. The camera for the main line pipe survey shall be of the pan and tilt type, capable of turning to look at right angles to the pipe's axis over an entire vertical circle. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the large diameter pipes.

The television camera type shall be operative in 100 percent humidity conditions. The main line camera and television monitor, and other components of the video system, shall be capable of producing a minimum 700 total line resolution (with 460 horizontal lines) color video picture, while the miniature camera system resolution shall be 330 horizontal lines, minimum. Picture quality and definition shall be to the satisfaction of the Engineer; and if unsatisfactory, equipment shall be removed and replaced with adequate equipment.

The video camera shall include a data view display feature capable of showing on the recording the following information:

- City and State
- Date
- Contractor's Name
- Pump Station No.
- Line Size
- Manhole Identification (both manholes)
- On-going Footage Counter

The Contractor shall submit shop drawings and other information and shall include a sample recorded on a removable data storage device with voice over narration and a sample of the video titles to be used.

Provide a suitable blower to defog the line and promote a clear picture, if needed.

#### 5.02.2 Removable Data Storage Device Format to Match the Department's System

Information obtained shall be recorded on a removable data storage device (USB flash or external drive) format to match the Department's Equipment (MPG1 format, unless otherwise approved in writing by the Engineer). This is a necessary part of the Specifications and the Contractor's equipment must be approved by the Engineer.

In conjunction with internal television recording will be required to record the condition of all lengths of the sewers and the manholes plus unusual situations. All files in the removable data storage device shall be labeled and cross referenced to the internal inspection logs.

The Contractor will be required to have all removable data storage devices and necessary playback equipment readily accessible for review by the Engineer during the Project. <u>The removable data storage device shall be submitted to the Engineer on a weekly basis and will be processed with the current monthly estimates.</u>

# 5.03 Chemical Joint, Crack and Annular Space Sealing Materials for Active Leaks and Service Lateral Connections and Liner Ends

Chemical joint, crack and annular space sealing materials used on this Project shall have the following properties: react quickly to form a permanent watertight seal; resultant seal shall be flexible and immune to the effects of wet/dry cycles; non-biodegradable and immune to the effects of acids, alkalis, and organics in sewage; component packaging and mixing compatible with field conditions and worker safety; extraneous sealant left inside pipe shall be readily removable; and shall be compatible with the CIPP liner resin system utilized.

Chemical joint, crack and annular space sealing materials shall be acrylic resin type and shall be furnished with activators, initiators, inhibitors and any other materials recommended by the manufacturer for a complete grout system. Sealing grout shall be furnished in liquid form in standard manufacturer's containers. Sealing grout shall be AV-100 or AV-118 manufactured by Avanti International, Houston, Texas (1-800-877-2570), or approved equal.

#### 5.04 Cured-In-Place Pipe Lining System

The finished liner shall incorporate thermosetting resin materials that will resist the corrosive effects of the raw sewage effluent and hydrogen sulfide gas. The cured-in-place pipe lining system shall comply with the recommendations of these Specifications and ASTM Standard D5813-95 (See Section 6.00.1, "Qualifications and Experience of the Contractor"). Repairs in industrial areas will utilize an epoxy vinyl ester resin system and repairs in non-industrial areas a polyester resin system or an epoxy vinyl ester resin system. The Engineer shall determine the type of appropriate resin to be utilized for each line segment. Required resin shall be delivered in original sealed containers with the manufacturer's label, otherwise it may be rejected for use. In addition the use of recycled resins or resins containing the by-product of recycled resins shall be strictly prohibited.
## 5.04.1 Products

The finished liner pipe (in-place) shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage including exposure to hydrogen sulfide gas.

The Contractor shall submit shop drawings and other information to the Engineer for review in accordance with Section 5.00.2, "Shop Drawings." The liner manufacturer shall submit a tabulation of time versus temperature. This tabulation shall show the lengths of time that exposed portions of the liner will endure without self-initiated cure or other deterioration beginning. This tabulation shall be in five (5) degree increments, ranging from 70 degrees F to 100 degrees F. The manufacturer shall also submit his analysis of the progressive effects of such "pre-cure" on the insertion and cured properties of the liner.

For the liner system to be acceptable, a minimum amount of 500,000 linear feet of satisfactory wastewater collection system liners of any pipe size installed in the United States must be documented.

## 5.04.2 Materials for Main Lines

A. Resin and Felt Tube System

The resin shall be a corrosion resistant polyester or vinyl ester and catalyst system. A fiber felt tube compatible with the inversion or pull in place installation process and having the following minimum physical properties for the cured pipe:

Tensile Strength	ASTM D638	
Flexural Strength	ASTM D790	
Flexural Modulus of Elasticity.	ASTM D790	300,000 psi
Long-Term (50 Year)		
Flexural Modulus of Elasticity .	ASTM D2990	150,000 psi

The epoxy vinyl ester or polyester resin and fiber felt tubing system shall be in accordance with the requirements of ASTM F1216 or F1743 and be fabricated to a size that, when installed, will neatly fit the interior of the host pipe. Allowance shall be made for circumferential stretching during inversion and/or for longitudinal stretching during a direct (non-inversion) pull in. The cured-in-place pipe (CIPP) product shall fit tightly to the host sewer pipe (with minimal shrinkage) in such a way as to minimize water migration (tracking) between the liner and the host pipe.

B. Resin Submittals

Prior to any liner installation, the Contractor shall submit technical data sheets showing the physical and chemical properties and infrared spectrum analysis per ASTM E1251 (chemical fingerprint) of the proposed resin system as modified for the cured-in-place process. Resin samples will be provided as directed by the Engineer during the duration of the project and infrared spectrography chemical fingerprints shall be run and compared to the submitted fingerprint to verify the resin used is the resin submitted for use on this project. Copies of the certificates of analysis for resin used on the project must be made available to the Department on site prior to liner installation. Additionally samples of the cured liner from each installation consisting of a twelve inch (12")

restrained sample shall be provided to the Inspector. The samples shall be permanently marked with Contract number and a date, Pump Station line segment and Work Order Number.

C. Tube Length

The minimum tube length shall be that deemed necessary by the Contractor to effectively span the distance between the access points (normally manholes) and to facilitate a good, "non-tracking" seal. The Contractor shall verify the lengths in the field before cutting liner to length and otherwise preparing it for installation.

D. Minimum Liner Thickness

The following Table presents the <u>minimum</u> liner wall thicknesses to be utilized. It is based upon the cured liner pipe characteristics presented above, and was calculated in accordance with Appendix XI of ASTM F1216, for the indicated existing nominal host pipe diameters and depths of installation, based upon the following design conditions and parameters:

No structural support to the pipe liner from the existing pipe. Live load equivalent to two (2) H20 passing trucks. Water table at grade elevation. Soil density = 120 pcf. Modulus of soil reaction, no greater than 1,000 psi. Minimum ovality of the host pipe shall be 5 percent. Minimum safety factor = 2.0. Flexural modulus of elasticity shall be reduced by 50% minimum (to account for long term effects) and used in the design equation as EL.

Design liner to withstand live load equivalent plus all pertinent dead loads, hydrostatic pressure and grout pressure (if any).

(continued next page)

Minimum Cured-in-Place Pipe Liner Thickness Millimeters (inches)						
Nominal	Depth of Installation in Feet					
Host Pipe Diameter (inches)	2.5 - 4	4 - 8	8 - 12	12 - 16	16 - 20	20 - 24
8	6.0	6.0	6.0	6.0	6.3	6.8
	(0.236)	(0.236)	(0.236)	(0.236)	(0.248)	(0.268)
10	6.0	6.0	6.4	7.2	7.8	8.5
	(0.236)	(0.236)	(0.252)	(0.283)	(0.307)	(0.335)
12	7.1	6.6	7.6	8.5	9.4	10.2
	(0.280)	(0.260)	(0.299)	(0.335)	(0.370)	(0.402)
15	8.8	8.1	9.4	10.6	11.7	12.5
	(0.346)	(0.319)	(0.370)	(0.417)	(0.461)	(0.492)
18	10.4	9.6	11.1	12.6	13.9	15.1
	(0.409)	(0.378)	(0.437)	(0.496)	(0.547)	(0.594)
21	11.9	10.9	12.8	14.6	16.2	17.5
	(0.469)	(0.429)	(0.504)	(0.575)	(0.638)	(0.689)
24	13.4	12.3	14.5	16.6	18.3	19.9
	(0.528)	(0.484)	(0.571)	(0.654)	(0.720)	(0.783)
27	14.6	14.3	16.5	18.5	20.3	22.0
	(0.575)	(0.563)	(0.650)	(0.728)	(0.799)	(0.866)
30	16.2	15.8	18.5	20.5	22.5	24.5
	(0.638)	(0.622)	(0.728)	(0.807)	(0.886)	(0.965)
36	19.3	18.0	22.0	24.5	27.0	29.3
	(0.760)	(0.709)	(0.866)	(0.965)	(1.063)	(1.154)

# E. Liner Thickness Design

Contractor shall submit to the Engineer for approval, complete liner thickness design calculations for the liners to be installed, signed and sealed by a Professional Engineer registered in the State of Florida. No liner shall be accepted or installed until liner thickness design calculations have been approved by the Engineer. Liner thickness design calculations shall be in accordance with ASTM F1216 Appendix XI, based upon the design conditions and parameters presented above, for the indicated existing nominal host pipe diameters and depths of installation.

# 5.04.2.1 Materials for Laterals

All Lateral Lining Systems shall be pre-approved by the Department based on testing and evaluation done by the Department. Only products that have had a successful test application within the Department's system or have been evaluated as comparable to successful installations in the pilot program shall be considered for use.

# Preapproved Products List

Available Manufacturers: Subject to compliance with requirements, manufacturers offering systems that may be incorporated in the Work include, but are not limited to, the following:

- 1. LMK Technologies
- 2. BLD Services LLC
- 3. Perma-Liner InnerSeal by Perma-Liner Industries, LLC
- 4. Trelleborg Pipe Seals (pending final inspection of test applications)
- 5. Interfit USA
- 6. Or approved equal

# Acceptable Material Standards

ASTM F1216 or F1743 - Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.

ASTM F2561 for the LMK Technologies proprietary product - The Standard Practice for Rehabilitation of a Sewer Service Lateral and its connection to the Main Using a One-Piece Main and Lateral Cured-in-Place Liner

## <u>Intent</u>

It is the intent of this portion of this specification to provide for the rehabilitation of service lateral main line connections at approximately the locations shown determined by the Department, by the installation of a resin-impregnated, flexible, felt tube inverted into the existing service lateral utilizing a pressure apparatus positioned in the mainline pipe or through a clean-out. Curing shall be accomplished by ambient cure or other approved method to cure the resin into a hard impermeable pipe-within-a-pipe. When cured, the service lateral connection repair shall extend over the length of inversion in a tight fitting, watertight pipe-within-a-pipe to effect a water seal with the rehabilitated lateral pipe. The wall thickness shall taper at the ends providing a smooth transition.

The Department will select from a full wrap, brim type or no connection to the main line depending on the existing condition.

#### General Corrosion Requirements

The finished CIPP lateral liner shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage including exposure to hydrogen sulfide gas. The CIPP lateral liner shall be a one-piece joint-less tube that will seal at the mainline interface.

#### Service Connection Repair (CIPP) Materials

Repairs shall utilize a polyester resin system or epoxy vinyl ester resin system. The connection full wrap or brim style is acceptable. The completed repair shall create a water and airtight seal inside the lined lateral and main.

The finished CIPP lateral liner shall be fabricated from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage including exposure to hydrogen sulfide gas. The CIPP lateral liner shall be a one-piece joint-less tube that will seal at the mainline interface.

The CIPP lateral liner shall be a minimum of 3 mm thick for lateral repairs 10 feet or less in depth from the ground surface and a minimum of 4.5 mm thick for lateral repairs deeper than 10 feet in depth.

The maximum pipe reduction for a 6-inch diameter lateral pipe shall be 5.625 inches. The maximum pipe reduction for an 8-inch diameter gravity main line pipe at the lateral connection shall be 7.4 inches.

No CIPP lateral liner reconstruction product that requires bonding to the existing lateral pipe for any part of the structural strength will be allowed.

The polyester resin or epoxy vinyl ester resin and fiber felt tubing system shall be in accordance with the requirements of ASTM F1216 or F1743 (ASTM 2561 for the LMK Technologies proprietary product) and be fabricated to a size that, when installed, will neatly fit the interior of the host pipe. Allowance shall be made for circumferential stretching during inversion and/or for longitudinal stretching during a direct (non-inversion) pull in. The cured-in-place pipe (CIPP) product shall fit tightly to the host sewer pipe (with minimal shrinkage) in such a way as to minimize water migration (tracking) between the liner and the host pipe.

A flexible, felt tube shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the specifications. The Contractor shall take care to ensure that the liner extends into the service connection at the main creating a watertight seal with the main liner, but that no portion of the lateral liner protrudes into the main at the completion of installation.

Requirements: The liner tube shall meet the following requirements.

- 1. The tube shall be fabricated to a size that when installed will tightly fit the internal circumference of the sewer main. Allowance shall be made for circumferential stretching during inversion.
- 2. The outside layer of the tube (before inversion) shall be plastic coated with a translucent flexible material that clearly allows inspection of the resin impregnation (wet out) procedure. The plastic coating shall not be subject to delamination after curing.
- 3. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that is subject to delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
- 4. The wall color of the interior pipe surface after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment can be made.
- 5. The resin system shall be a 100% solids, epoxy or silicate based system as preapproved by the Department.
- 6. The final service lateral connection repair CIPP installation shall conform to the minimum structural standards as listed below:

Final CIPP	ASTM Standards	<u>Results</u>
Flexural Stress	ASTM D790	4,500 psi
Flexural Modulus of Elasticity	ASTM D790	300,000 psi
Long Term 50 Year		

No structural support to the pipe liner from the existing pipe. Live load equivalent to two (2) H20 passing trucks. Water table at grade elevation. Soil density = 120 pcf. Modulus of soil reaction, no greater than 1,000 psi. Minimum ovality of the host pipe shall be 5 percent. Minimum safety factor = 2.0. Flexural modulus of elasticity shall be reduced by 50% minimum (to account for long term effects) and used in the design equation as EL

## Mainline Connection/Interface Seal/Lateral Lining

The cured-in-place mainline/lateral liner connection repair system shall be a "T-Liner" as manufactured by LMK Enterprises, Service Connection Seal Plus Lateral (SCS+L) as manufactured by BLD Services LLC, or approved equivalent.

A water tight seal shall be created at the connection of the lateral to the main sewer by use of either a hydrophilic paste grout, a preformed self-stick hydrophilic rubber joint sealant (DeNeef "Swellseal" or approved equal), or a molded hydrophilic neoprene rubber tubular gasket "hat" (LMK Enterprises "Insignia Connection Hat," or approved equal).

#### Experience

For the CIPP lateral liner system to be acceptable, a minimum of 300 successful lateral repairs in a wastewater collection system application in the United States must be documented.

#### Cleaning of Sewer Line

It shall be the responsibility of the Contractor to remove internal debris and roots out of the sewer line and lateral prior to lining. The Contractor shall clean the lateral three feet beyond the end of the service connection. Failures due to improper cleaning will be reinstalled by the Contractor at his expense.

#### <u>Access</u>

The Contractor shall have access to the service lateral through the gravity sewer mainline. If a cleanout is available at the property line, the contractor shall have access through it only with written permission from the property owner.

#### Inspection of Pipelines

The interior of the pipeline shall be carefully video inspected to determine the location of any conditions which may prevent proper installation of the service connection repair (CIPP) liner into the service lateral, and it shall be noted so that these conditions can be corrected. The post video shall include a view of the liner interface with the host pipe looking downstream. A CCTV recording and suitable log shall be provided to the Department in a Granite XP format. This data shall be capable of being uploaded into the Department Granite XP database.

If inspection reveals an obstruction or defect that cannot be removed by conventional sewer cleaning equipment, the repair shall be placed on hold. The Department will determine the next step of making a point repair excavation to uncover and remove or repair the obstruction.

#### Post Work Inspection

The inspection shall be performed with the CCTV camera. With the camera viewing the connection point, an attempt shall be made to obtain a water flush by the occupant, when possible. If no water is viewed during this procedure, it will be assumed the service lateral is blocked and the responsibility to quickly clear the lateral shall be the Contractor's.

A notification form shall be attached to the door of each home or building where service laterals have been grouted. This notification to the occupant shall state that the lateral servicing this listed address was grouted on this particular date and if any blockage of sanitary sewage flow occurs, the occupant should call a given phone number.

## Warranty Period

The Warranty Period for the installed Cured in Place Liners in laterals shall be two (2) years.

# 5.04.3 Minimum Equipment to be Carried with Each Independently Mobilized Cleaning/Repair Team, Regardless of Method Utilized, as Applicable

The Contractor's equipment must be in first class operating condition, including proper mufflers and other silencing accessories. All equipment must be properly lubricated on a special maintenance type schedule to reduce noise, including tracks, rollers, idlers, sheaves and other noise producing components. Care must be taken to prevent oil spillage of any kind or oil dripping from equipment.

If the equipment used proves less than satisfactory and is unduly or needlessly disturbing the neighbors, in the opinion of the Engineer, he will have the right to order the Contractor to immediately modify the equipment to make it satisfactory, or to change to other equipment that is satisfactory at no additional cost to the Department.

The Contractor shall provide at all times, as a minimum, the following equipment with each line cleaning/repair crew: (See Appendix V, Required Equipment Checklist)

**Boiler Trucks** Line Cleaning Vehicle Approved Line Cleaning Equipment Approved Debris Removal and Disposal Equipment (Vactor) Waste Transportation Permit FM 2-way Radio or Cellular Telephone (which shall be available for Inspector's use) Safety Cones - FDOT Approved (10 each) First Aid Kit Fire Extinguisher Pipe Plugs (8", 10", 12", 15", 18", 21", 24", 27", 30" and 36") Rolla-tapes / Measuring Tape & Wheel (1 each) Metal Detector (Manhole Locators) Air Blowers with Ducts of sufficient size and capacity to provide a Safe Atmosphere Safety Harness with Rope/Tripod Safety Ladder Safety Vests for each Crew Member Various Picks, Shovels, Pry Bars, Sledge Hammers, Water Coolers, Hand Tools and Personal Tools for Technicians Necessary Forms and Prints

Debris Traps as Necessary
Fire Hydrant Wrench & Manhole Hooks (2 each)
Fire Hose (50 foot minimum)
Department Issued Floating Water Meter with R.P.Z Backflow Preventer
Hard Hats for each Crew Member
Oxygen Deficiency / Explosion / Hydrogen Sulfide / Methane / etc. Meters
Closed Circuit Television Inspection and Recording Equipment
Portable Electric Rodder/Cutter/Snake with 100' of "Snake", or 100' of 1/2" I.D. hose with an appropriate nozzle capable of penetrating and flushing chemical grout, with either device capable of opening up plugged service laterals.
Compressors and cutting equipment to reinstate laterals
Lateral Launcher
Primary and Backup Lateral Cutter
Primary and Backup Camera
Sponges or squeegees to remove water from sags or dips in pipe.

# 6.00 CONSTRUCTION METHODS

The Contractor is referred to Section 3.00.3 for a General Sequence of Work, some tasks of which are amplified in this Section. In addition to specific construction methods specified in the Section 6.00 Series, the following general requirements shall apply to the work under this Contract.

All work under this Contract shall be performed by skilled workmen specifically experienced in similar installations and work subtasks.

The Contractor shall be responsible for assuring uninterrupted sewer service to affected customers through existing sewers during construction, except as permitted by the Engineer, such as for video inspection and/or for liner installation. The Contractor shall provide bypass pumping or plugging and monitoring of the sewers, on a case-by-case basis, where he or the Engineer deems it necessary. Bypass pumping is specified in Section 6.01.

The Contractor shall, by using temporary pipelines, hoses, plugs, and pumps, bypass the sewage around the section of main to be rehabilitated or plug the upstream manhole and monitor incoming flow until that section is complete to the satisfaction of the Engineer.

Cost for temporary connections required for maintaining service during construction shall be included in other parts of the job and no additional compensation will be allowed.

In order to minimize the inconvenience to the property owners, the work described in the Sequence of Construction shall be limited to two (2) sections of sewer at a time, unless otherwise permitted by the Engineer. A section (or reach) of sewer in these Specifications shall mean from manhole to manhole.

Should any phase of the work lag, the Engineer will suspend other phases until the lagging phase is brought up to schedule. Such action by the Engineer will be for the purpose of confining the construction work to as small an area as possible and shall not be used as justification to request an extension of completion time.

Unless approved otherwise by the Engineer, temporary paving, if required in conjunction with an open cut point repair or a repair of a failed liner, shall be placed the same day as the trench backfill, and it shall be replaced with permanent paving within thirty days.

Pipe lining material and equipment shall be distributed along the right-of-way in advance of installation only to the extent approved by the Engineer. Such materials shall be so placed as to keep obstruction to traffic at a minimum.

During construction, and where applicable, the Contractor shall, by sprinkling with water or by other means approved by the Engineer, eliminate dust annoyance. No additional compensation will be paid to the Contractor for any costs incurred in complying with these provisions.

# 6.00.1 Qualifications and Experience of the Contractor

The successful bidder shall submit a schedule of their proposed work, as bid, including information on the experience of the firm, the personnel assigned to the repair work, and especially the experience of the crew leaders who will actually run the work in the field, as well as information on all equipment and the type of process that will be used for lining (see Questionnaire in the Proposal). The Contractor must certify that he has a minimum of two (2) installation crews and equipment in order to complete the work in a timely fashion. The contract will not be awarded and no work shall commence until these submittals have been approved and the successful bidder has received a written Notice to Proceed, respectively. The Department reserves the right to reject individual crew leaders due to either inadequate experience, or unsatisfactory or poor performance on the job (in the Department's or the Engineer's opinion). Along with his bid, the Contractor must submit proof that his/her firm has been regularly and successfully engaged in the commercial installation of the liner product for a minimum of one (1) year, and has successfully performed an aggregate amount of at least 100,000 linear feet of sanitary sewer repairs of pipes 6 through 24 inches in diameter (or larger) in subaqueous conditions.

# 6.00.2 Use of Public Streets

The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any material or waste spilled from trucks shall immediately be removed by the Contractor and the streets shall be cleaned to the satisfaction of the governing authority.

# 6.00.3 Care of Trees, Shrubs and Grass

In the course of the work, it may become necessary to remove trees if they interfere with the work. Miami-Dade County and various municipalities have ordinances regulating the removal, relocation and pruning of trees in the public right-of-way, and these ordinances shall be strictly adhered to. The Contractor shall obtain a permit from Miami-Dade County and/or other regulatory agencies having jurisdiction over the work area before removing, relocating and/or pruning any tree. The Contractor shall abide by all requirements and conditions of the permit, and shall include all permit fees under the Approved Permit Fee Reimbursement Account.

The Contractor shall be fully responsible for maintaining in good condition all cultivated grass plots, trees and shrubs. Where maintained shrubbery, grass strips or area must be removed, destroyed or disturbed incident to the work, the Contractor shall, after completion of the work in said area, or as directed by the Engineer, replace or restore to the original condition, all

destroyed, disturbed or damaged shrubbery or grass areas. Tree limbs which interfere with equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

Weeded areas need not be replaced with grass sod, but shall be restored to a "green" area by dressing the area with a 3-inch-thick layer of topsoil, and sowing a variety of permanent type grass seed over the area, as approved by the Engineer. The seeded area shall be watered and maintained until the Engineer is assured a good grass growth has developed, but not to exceed a maximum period of 60 days.

See also Section 6.08.2, "Landscaping" for planting solid sod.

# 6.00.4 Maintenance of Traffic (M.O.T.)

FHWA's MUTCD shall be the minimum standard under this Contract. The Contractor shall follow the basic principles and minimum standards contained in this manual for the design, application, installation, maintenance and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits. The Contractor must understand that the standards set forth in the aforementioned manual constitute the minimum requirements for normal conditions. The Engineer shall require additional traffic control devices, warning devices, barriers, or other safety devices where unusual, complex, or particularly hazardous conditions may exist.

The Contractor shall:

- 1. Maintain traffic within the limits of the Project for the duration of the construction period including any temporary suspensions of the work.
- 2. Construct and maintain any necessary detour facilities.
- 3. Provide necessary facilities for access to residences, businesses, etc., along the Project.
- 4. Furnish, install, and maintain traffic control and safety devices during construction.
- 5. Provide any other special requirements for safe and expeditious movement of traffic as may be specified on the plans. The term Maintenance of Traffic includes all of such facilities, devices, and operations required for the safety and convenience of the public as well as for minimizing public nuisance.
- 6. Maintain all signs and devices placed for the purpose of detour when it is specified that traffic be detoured over roads or streets outside the project area.
- 7. Continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights and provide a responsible individual for this review who is certified as an American Traffic Safety Services Association Certified Worksite Supervisor.

Prior to sewer rehabilitation, including associated cleaning or construction, the Contractor shall submit a Traffic Control Plan in accordance with Florida's Design Standards, 600 Series and the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). The Contractor shall also submit a letter to the Department providing the name and telephone number of the individual who will be the Worksite Traffic Supervisor (WTS). The WTS shall be responsible for the M.O.T. on a 24-hour basis. The WTS shall be employed by the Contractor and shall be qualified by successfully completing an approved Advanced M.O.T. training course given by an approved training agency. The M.O.T. shall utilize traffic control devices listed in the Qualified Products List.

As used herein, any reference to Miami-Dade County, its departments, or its published regulations, permits and data, shall be synonymous and interchangeable with other recognized governing bodies over particular areas or streets, or their departments, published regulations (i.e., Manual of Uniform Traffic Control Devices, MUTCD, FDOT Roadway and Bridge Standard Index Drawing Book), permits or data. The Contractor shall abide by all applicable laws, regulations, and codes thereof pertaining to M.O.T. on public streets, detour of traffic, traffic control and other provisions as may be required for this Project.

The Contractor shall be fully responsible for the M.O.T. on public streets, detour of traffic (including furnishing and maintaining regulatory and informative signs along the detour route), traffic control, and other provisions, throughout the Project, as required by the Miami-Dade County Department of Public Works, Traffic Engineering Division (Traffic Division) or Florida Department of Transportation (FDOT) and the above noted standards. Traffic shall be maintained according to corresponding typical traffic control details as outlined in the Miami-Dade County Public Works Manual and the above noted standards. No Street shall be completely blocked, nor blocked more than one-half at any time, keeping the other one-half open for traffic, without specific approval from the Department or road authority having jurisdiction.

If required by the Engineer, FDOT, and agency having authority or as otherwise authorized by the Engineer, the Contractor shall make arrangements for the employment of uniformed off-duty policemen to maintain and regulate the flow of traffic through the work area. The number of men required and the number of hours on duty necessary for the maintenance and regulation of the traffic flow shall be subject to approval. The cost of such off-duty policemen, as authorized by the Engineer, shall be paid from the Proposal Item established for this purpose. Traveling time for off-duty policemen shall not be paid. Payment will be made for each man-hour that such police officers actually provide this service at the work site. Both the off-duty police officer and the Department Inspector shall sign a Department provided form acknowledging actual hours that the officer was at the work site.

The Contractor shall provide all barricades with warning lights, necessary arrow boards and signs, to warn motorists of the work throughout the Project. Adequate approved devices shall be erected and maintained by the Contractor to detour traffic from above the sewer repair area above ground.

Excavated or other material stored adjacent to or partially upon a roadway pavement shall be adequately marked for traffic safety at all times. The Contractor shall provide necessary access to all adjacent property during work.

The Contractor shall be responsible for the provision, installation and maintenance of all M.O.T. and safety devices, in accordance with specifications outlined in the Miami-Dade County Public Works Manual and the above noted Standards. In addition, the Contractor shall be responsible for providing the Engineer with M.O.T. plans for lane closures and/or detours for approval. These plans (sketches) shall be produced by an individual employed by the Contractor and certified as "Work Zone Traffic Safety Supervisor" by the International Municipal Signal Association.

The Contractor shall presume that a portion of the Work will be located in rights-of-way of State Roads and his bid price for traffic control shall include all additional costs (over and above normal traffic control measures) involved with complying with all FDOT requirements.

## 6.00.5 Working Hours

In general, the Contractor will be allowed to work one (1) eight hour shift between the hours of 7:00 a.m. through 4:00 p.m. or 8:00 a.m. through 5:00 p.m., Monday through Friday but excluding normal holidays as per Department needs or permit requirements. The Contractor should anticipate, and include in his bid, being directed to work night and/or weekend hours, including the 5:00 p.m. through 7:00 a.m. period, to accommodate work in areas of heavy traffic, high flows or surcharges, which cannot be reduced during normal hours. No additional payment will be made for requiring the Contractor to work these special shifts.

The Contractor shall provide the Engineer with a weekly schedule with sufficient advance notice so that the Engineer may schedule suitable inspection. The Contractor shall be responsible to pay the actual costs of inspection activities incurred by the Department for work outside the specified work hours unless the work is ordered by the Department or required by permit.

# 6.00.6 Warranty - Workmanship

The CIPP liner installations, the point repairs, surface restoration and other items of work shall be warranted to be free from defects by the Contractor for a period of one (1) year from the date of acceptance by the Department of all work performed during the Contract duration. During the warranty period, any defects which affect the integrity, intended function, or strength of the repaired sewer pipe shall be repaired by and at the Contractor's sole expense in a manner, and by a method, acceptable to the Engineer. If an item of work is replaced/repaired under the basic warranty within six (6) months of the expiration of the warranty period, the item of work shall be individually warranted in the same manner for an extended period of six (6) months from the date of acceptance of the repair or replacement as it was under the original basic warranty.

At the Engineer's discretion, an item of work may be placed on a warranty list during the Contract duration. In addition to other repairs, the items on this list will be reviewed and evaluated during the warranty period. The list will be made up of problem repairs identified during construction.

# 6.01 Bypass Pumping/Flow Control

The Contractor shall be prepared to bypass pump the sewage effluent as a part of his operations, if necessary. He shall submit complete, detailed plans for this aspect of the work to the Engineer for approval in accordance with Section 3.01, "Preconstruction Conference and Job Meetings." The Contractor shall provide all necessary pumps, piping, and other equipment to accomplish this task with each mobilized crew and shall be prepared to perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to equal or better condition and to the satisfaction of the Engineer.

Bypass pumping will occur where high flow rates and insufficient upstream storage capacity make this necessary, and as approved by the Engineer. At all times while the bypass pumping system is in operation, the Contractor shall maintain, at the site, a pump attendant who is competent and equipped to deal with any emergency, up to on a 24 hour basis, if required. The Contractor shall have a backup pump equal to or greater capacity to the primary pump available at the project site in case the primary bypass pump fails.

When sewer line flows at the upstream manhole of the sewer section being repaired are above the maximum allowable requirements for television survey, or do not allow the proper sewer repair, the flows shall be reduced to the levels indicated by one (1) of the following methods: manual operation of pumping stations by Department forces, by the Contractor plugging/blocking of the flows, or by the Contractor pumping/bypassing of the flows as acceptable to the Engineer.

In some applications, the sewer may be plugged and wastewater contained within the capacity of the collection system. This shall only be done when it has been determined the system can accommodate the surcharging without any adverse impact.

For the initial television survey, before and after a liner has been installed, the sewer line shall be blocked completely. No flow, except infiltration/inflow, will be allowed through the respective sewer line being televised during the pre or post-repair television survey.

For all other television surveys, including service lateral re-establishment, testing and sealing, the depth of flow within the sewer shall not exceed that shown below for the respective pipe sizes as measured in the manhole.

1.	Maximum Depth of Flow	Television Survey
	6-inch - 10-inch Pipe	20 percent of pipe diameter
	12-inch - 24-inch Pipe	25 percent of pipe diameter
	Above 24-inch Pipe	30 percent of pipe diameter

2.	Maximum Depth of Flow	. Service Lateral Testing/Sealing
	6-inch - 12-inch Pipe	. 25 percent of pipe diameter
	15-inch - 24-inch Pipe	. 30 percent of pipe diameter
	Above 24-inch Pipe	. 35 percent of pipe diameter

When sewer line flows at the upstream manhole of the line being repaired, in the opinion of the Contractor, are too excessive to plug while the rehabilitation is being performed; the Contractor shall submit a written plan, for approval by the Engineer, and pump / bypass the flow.

# 6.01.1 Plugging and Blocking

A sewer line plug shall be inserted into the line at a manhole upstream from the section being surveyed or repaired. The plug shall be so designed that all or any portion of the operation flows can be released. During the survey portion of the operation, flows shall be shut off or reduced to within the maximum flow limits specified. During repairs, the flows shall be shut-off and monitored or pumped / bypassed, as acceptable to the Engineer. After the work tasks have been completed, flows shall be restored to normal.

# 6.01.2 Pumping and Bypassing

When pumping/bypassing is required, as approved by the Engineer, the Contractor shall supply the necessary pumps, conduits and other equipment to divert the flow of sewage around the sewer section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flows plus additional flow that may occur during periods of rain storms. The Contractor shall be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. A "setup" consists of the necessary

pumps, conduits and other equipment to divert the flow of sewage around a sewer section, from the start to finish of work performed in the sewer section.

Pumps and equipment shall be continuously monitored by a maintenance person capable of starting, stopping, refueling and maintaining these pumps during the rehabilitation. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum. The Engineer retains the right to require other equipment at no extra cost to the Department if, in his opinion, the original equipment is too noisy.

A. Surcharging Sewers

Where the raw sewage flow is blocked or plugged, sufficient precautions must be taken to protect the public health. Upstream flow shall be monitored. The sewer lines shall also be protected from damage. The following occurrences will not be allowed:

- 1. No sewage shall be allowed to back up into any homes or buildings.
- 2. No sewage shall overflow any manholes, cleanouts or any other access to the sewers.
- 3. Users upstream of the repair area shall be able to use all their water and sewer utilities without interruption.

If any of the above occur or are expected to occur, the Contractor shall bypass pump to alleviate one or all of the conditions. Additionally, the Contractor is required to observe the conditions upstream of the plug and be prepared to immediately start bypass pumping, if needed.

B. Pump Discharge

Any sump pumps, bypass pumps, trash pumps or any other type pump which pulls sewage/water or any type of material out of the manhole or sewer shall discharge this material into another manhole, or appropriate vehicle or container acceptable to the Engineer. Under no circumstances shall this material be discharged, stored or deposited on the ground, swale, road or open environment.

C. Maintenance of Traffic for Bypass Pumping

The Contractor shall take appropriate steps to ensure that all pumps, piping and hoses that carry raw sewage are protected from vehicular traffic and pedestrian traffic. Maintenance of traffic shall be performed in accordance with Section 6.00.4.

D. Sewage Spills

In the event, during any form of "Sewage Flow Control," that raw sewage is spilled, discharged, leaked or otherwise deposited in the open environment, due to the Contractor's work, the Contractor is responsible for any cleanup of solids and disinfection of the area affected. This work shall be performed at the Contractor's expense with no additional cost to the Department. The Contractor is also responsible for notifying the sewer system maintenance personnel and complying with any and all regulatory requirements in regards to the size spill with no additional cost to the

Department. The Contractor shall be backcharged for any fines, penalties or other costs or damages imposed upon the Department by any agency or private party as a result of a spill or improper discharge by the Contractor.

# 6.02 Sanitary Sewer Cleaning

The intent of supplementary sewer line cleaning is to remove foreign materials from the lines, restoring the sewers to a minimum of 96 percent of the original vertical height of the pipe, and to permit confirming the evaluation of the pipe's structural condition and integrity and access for insewer equipment to perform the work of this Contract. Because an evaluation of the condition of these sewers depends a great deal on the cleanliness of the lines, the importance of this operation is emphasized. During all cleaning operations, all necessary precautions shall be taken to protect the sewer from damage. During these operations, precautions shall also be taken to insure that no damage is caused to public or private property adjacent to or served by the sewer or its branches. The Contractor shall notify all residents of the cleaning work.

A notification form shall be attached to the door of each home or building served by the line to be cleaned. This notification to the occupant shall state that the sewer servicing this listed address was cleaned on this particular date and if any spillage of sanitary flow occurs, the occupant should call a given phone number. <u>The Contractor shall supply these notification</u> forms, which must be approved by the Engineer and the Department. (See Appendix U, "Notice" Door Hanger.)

Prior to the pre and post-work video surveys, the sewer shall be cleaned to such a condition that the video camera can, in the opinion of the Engineer, adequately discern structural defects, misalignments and points of infiltration. Prior to pipe repair, all sand, rocks, gravel, mud, grease and other debris which could interfere with or otherwise adversely impact the success of the repair shall be completely removed.

All sludge, dirt, sand, rocks, grease, roots, and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

The designated sanitary sewer lines shall be cleaned using hydraulically propelled sewer cleaning equipment or a combination of mechanical cleaning equipment and hydraulically propelled sewer cleaning equipment. Either cleaning process shall remove all grease, sand, silt, solids, roots, rags, debris, etc., from each sewer line at the time work commences. Water decanted from the solids shall be returned to the sewer.

Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force or tools which retard the flow in the sewer line are used, precautions shall be taken to insure that the water pressure created does not do damage to the pipeline or surrounding area features or cause flooding of public or private property being served by the sewer. When water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of fire in the area served by the hydrant.

It is recognized that there are some conditions, such as broken pipe and major blockages, that prevent cleaning from being accomplished or where additional damage could result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor shall immediately notify the Engineer. The Contractor will not be required to clean those specific sewer sections unless so specifically ordered by the Engineer. If, in the course of such specifically ordered cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the Contractor will be not held responsible.

In cleaning concrete and masonry surfaces, grease, laitance (lime scum), loose bricks, mortar, unsound concrete, and other materials must be completely removed. If steel reinforcing is exposed, the Contractor shall request guidance from the Engineer.

Under no circumstances shall sludge or other debris removed during these cleaning operations be dumped or spilled into the streets, ditches, storm drains, or other sanitary sewers. However, water decanted from the removed solids shall be returned to the sewer.

The Contractor is advised that he shall not dispose of this material by dumping on private or public property, by sale to others, or any means other than those given below. Any load of material, or any portion thereof, disposed of in a non-permitted fashion will result in a charge to the Contractor in the amount of \$500.00 per load, or any portion thereof, which sum will be deducted by the Department from any monies due the Contractor. Additionally, the Contractor shall be backcharged for any fines, penalties or other costs or damages imposed upon MDWASD by any agency or private party as a result of improper disposal by the Contractor.

The Contractor shall keep his haul route and work area(s) neat and clean and reasonably free of odor, and shall bear all responsibility for the cleanup of any spill which occurs during the transport of cleaning/surface preparation by-products and the cleanup of any such material which is authorized by or pursuant to this Contract and in accord with applicable law and regulations. The Contractor shall immediately clean up any such spill or waste. If the Contractor fails to clean up such spill or waste immediately, the Department shall have the right to clean up or arrange for its clean up and shall charge to the Contractor all costs, including administrative costs and overhead, incurred by the Department in connection with such clean up. The Department shall also charge to the Contractor, any costs incurred or penalties imposed on the Department as a result of any spill, dump or discard. Under no circumstances is this spilled material to be discharged into the waterways or any place other than where authorized to do so by the appropriate authority.

The general requirements for vehicles hauling such waste materials are as follows: Transport vehicles must be of type(s) approved for this application by the political jurisdictions involved. General requirements are that the vehicles have watertight bodies, that they be properly equipped and fitted with seals and covers to prohibit material spillage or drainage, and that they be cleaned as often as is necessary to prevent the deposit of material on the roadways. Vehicles must be loaded within legal weight limits and operated safely within all traffic and speed regulations.

The routes used by the Contractor for the conveyance of this material on a regular basis shall be subject to approval by the governing authority having jurisdiction over such routes.

All waste materials and debris resulting from these operations shall be removed, sufficiently dewatered (at least 20 percent solids and no visible moisture), and conveyed directly to the County's Class I sanitary landfill, the South Dade Solid Waste Disposal Facility, 24000 S.W.

97th Avenue, Miami-Dade County, Florida. All costs for such removal and disposal, including tipping fees, shall be included in the prices bid under the various Proposal Items and no other compensation will be provided.

Material cleaned from the sewer shall be removed from the site for disposal as each truck is filled and at the end of each work shift.

Copies of records of all disposal shall be furnished to the Engineer, indicating disposal site, date, amount, and a brief description of material disposed. Under no circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as acceptable to the Engineer.

See also Section 5.01 where additional operational requirements are specified.

# 6.03 Root Removal

Roots shall be removed from the designated sewer sections where root intrusion is indicated on the Work Order and elsewhere where found in the pipes. Special attention shall be used during the cleaning operation to assure removal of roots from the joints to the satisfaction of the Engineer. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. The Contractor may submit other systems for approval.

# 6.04 Acceptance of Cleaning Operations

Acceptance of sewer line cleaning shall be made upon the successful completion of the television survey (see Section 6.05) and shall be to the satisfaction of the Engineer. If the television survey shows the cleaning to be unsatisfactory, the Contractor shall be required to reclean and re-inspect the sewer line until the cleaning is shown to be satisfactory.

Wherever the upstream storage and flow conditions allow, the Contractor shall isolate the reach of sewer to be televised with suitably braced plugs and evacuate the line, to the maximum extent possible, so as to allow the inspection of the entire pipe cross-section and length. If found necessary to pump evacuated sewage, it shall be pumped to a downstream manhole. Prior to the plugs being placed (and the backup of sewage begins), the Contractor shall preposition the camera system in the sewer and any other item which is on the critical time path, so that a maximum portion of the time available for storing the blocked flow can be utilized for viewing. It may be necessary to let the stored sewage flow out through the reach under study before the entire pipe reach has been televised, then re-set the plugs, re-evacuate the line and continue the inspection.

In addition, on all those lines which have sags or dips, to an extent that the television camera lens becomes submerged for three (3) or more linear feet during the television inspection, if jetting is not able to evacuate the dip, the Contractor shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags. Water removal through squeegees and/or sponges shall be performed until the television camera lens will no longer be submerged. This requirement may be waived by the Engineer if the water in which the camera lens is submerged is clear enough to allow the identification of pipe defects, such as cracks and holes and the location of service taps.

# 6.05 Pre-Repair and Post-Repair Television Surveys

Pre and Post-Repair television surveys are required for all cured-in-place lining installations. Submittal of television surveys are required as a prerequisite for payment of work completed.

#### 6.05.1 Procedure - General

A. Scope

Upon completion of the sewer line cleaning, both before and after the repair(s), the entire sewer line shall be fully televised from the centerline of one (1) manhole to the centerline of the next manhole. A clear voice-over narrative is required to help define the video disc's subject and explain areas of interest and their locations in the pipe. The work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence for performing all operations required to execute the internal CCTV inspection survey of all sewers cleaned, including isolating and evacuating all lines. The survey shall be performed on one (1) sewer section at a time, between adjacent manholes.

B. Camera Movement

The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to permit proper documentation of the sewer's condition and features. In no case shall the television camera be pulled at a speed greater than 30 feet per minute. The camera shall be panned, tilted and rotated as is necessary to best view and evaluate all features and points of interest found. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If the camera is pulled through the sewer line by a hydraulic cleaning unit hose, the nozzle shall be located at least 30 LF forward of the camera, so as not to interfere with a clear picture. If, during the survey operation, the television camera will not pass through the entire sewer section, the contractor shall set up his equipment so that the survey can be performed from the opposite manhole (Reverse Setup). A blower shall be utilized, as needed, to defog the sewer line and promote a clear picture.

C. Non-Remote Control of Camera Movement

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two (2) manholes of the section being surveyed to insure good communications between members of the crew.

D. Position/Footage Measurement

Measurement for location of repairs shall be by the footage meter on the cable, which shall appear continuously on the video picture and disc. Footage meter shall be standardized to reflect the distance to the center of the starting manhole. Marking on the cable, or the like, which would require interpolation for depth of manhole, <u>will not be allowed</u>. Measurement meters shall read to tenths of a foot over the length of the section being surveyed. Accuracy of the distance meter shall be checked by use of a

walking meter, roll-a-tape, or other suitable device. The removable data storage device shall all indicate the location of all noted features, relative to the centerline of the manholes.

## E. At Points of Interest

Movement of the television camera shall be temporarily halted and the camera panned/tilted to clearly view the nature of each visible point source of infiltration and/or inflow until the leakage rate from that source is quantified. The camera shall also be stopped and similarly viewed at active service connections, if any, where flow is discharging. If the discharge persists, an evaluation shall be made as to its source by looking up the lateral and commenting as to whether the flow is clear water or sewage and whether any faults can be observed contributing to infiltration.

## F. Camera Mounting

In general, the camera shall be mounted on a transport platform which will keep it above water. Use of a raft is not encouraged but will be accepted in cases where the Engineer believes other means are not practical. If a raft is utilized, an acceptable means must be utilized to keep the raft centered in the pipe, to the maximum extent practical.

## 6.05.2 Field Documentation for both Pre- and Post-Work Video Surveys

A. Television Survey Logs

Video for Pre- and Post-Work Video Surveys shall be provided on a removable data storage device in accordance with Section 5.02. The Contractor shall provide the Inspector with a copy of the removable data storage device if the equipment used has the capability of immediately recording a copy. Otherwise, all copies shall be provided within five (5) business days for both the pre and post tape surveys.

B. Voice Over Narration

The Contractor shall discuss the terminology to be used for this Project with the Engineer so that it will be compatible with terminology used by the Department. Use of non-Department standard terminology will be one cause for rejection of submitted documentation and will delay payment.

#### C. Photographs

Digital photographs or other standard-size photographs of the television picture shall be taken by the Contractor upon request of the Engineer.

D. Video Recordings

The purpose of video recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. All video recordings shall be stored on a removable data storage device. The Contractor shall have all removable data storage devices and necessary playback equipment readily accessible for review by the Department and Engineer during the Project.

# E. Copies Made Available

A copy of all records and files on removable data storage device shall be made available to the Engineer and the Department upon request and shall be turned over to the Engineer with the monthly Estimate. If both pre and post repair files on removable data storage devices are not presented prior to a payment request for a repair Work Order, payment for the work will not be made and the request will be rejected.

# 6.06 Repairs of Department's Sewers

# 6.06.1 Line Obstructions

It shall be the responsibility of the Contractor to clear the line of obstruction(s) by trenchless methods, if possible. If survey reveals an obstruction that cannot be removed by conventional cleaning equipment, then the Engineer may direct the Contractor to abort the lining of the sewer or delay it until the obstruction(s) is cleared.

# 6.06.2 Sealing of Active Leaks

Should the Contractor find it necessary to seal the pipe to remove infiltration and/or enable the repair, the following procedure shall be used:

Chemical joint or crack sealing materials shall be as specified in Section 5.03, "Chemical Joint, Crack and Annular Space Sealing Materials for Active Leaks and Service Lateral Connections." The Contractor shall modify his equipment as necessary to seal the leaks, however both his equipment and sealing method must meet the approval of the Engineer prior to use.

Extreme caution shall be utilized during leak sealing (pressure) operations in order to avoid damaging the already weakened sewer pipe. If any damage occurs, it shall be repaired as specified under Section 6.08, "Repairs Due to Contractor's Operations," and to the satisfaction of the Engineer. Excessive pumping of grout which might plug a service lateral shall be avoided. Any service laterals blocked by the grouting operation shall be cleared immediately by the Contractor.

Sealing the cured liner to the manholes and reinstated service lateral connections is specified in Sections 6.06.3 D. 6 and 7, respectively.

# 6.06.3 Cured-In-Place Liner Installation

Liners may be installed using either the inversion method in accordance with ASTM F1216 or the pulled in place method in accordance with ASTM F1743. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-infriction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

The Contractor shall carefully measure the main line sewer pipe for, and custom cut, adapt (if necessary), etc., the liner tube to fit the pipe to be rehabilitated. Prior to installation, the Contractor shall notify each resident along the line of the work, in a manner similar to that specified under Sections 6.02 and 6.06.3 D.7. He shall impregnate the liner tube with the appropriate resin system, in accordance with the manufacturers' recommendations. The tube

shall be expanded within the damaged host pipe and pressed tightly against the host pipe walls. Allow liner to cure in accordance with the liner and resin manufacturers' recommendations. Heat shall be introduced to speed up curing time.

No pinholes, cracks, thin spots, dry spots, or other defects in the liner will be permitted. The finished liner shall be continuous over the entire length of the installation. The liner shall be free from visual defects, damage, deflection, holes, delamination, uncured resin, and the like. There shall be no visible infiltration through the liner or from behind the liner at manholes and service connections. Cut-ins and attachments at service connections shall be neat and smooth.

The Department reserves the right to check the liner with its forces and detector equipment. If the Department exercises its option, and any pinholes, thin spots, dry spots, or other defects or inferior workmanship are found, the defects and inferior workmanship shall be corrected by the Contractor to the satisfaction of the Department at no additional cost to the Department.

After the liner installation has been completed and accepted, the Contractor shall clean up the entire project area. All excess material and debris not incorporated into the permanent installation shall be promptly removed in accordance with Section 7.00, "Cleaning Up Site."

A. Cleaning/Surface Preparation

It shall be the responsibility of the Contractor to clean the pipeline with typical water jet equipment and to remove all internal debris from the pipeline in accordance with Sections 6.02 and 6.03, "Sanitary Sewer Cleaning" and "Root Removal," respectively.

B. Sewer Repairs

Any protruding pieces of concrete, "dropped" joints or broken pipe shall be subjected to point repairs so that the pipe is left in a clean smooth condition in all respects, ready for lining, unless otherwise jointly determined by the Contractor and the Engineer that the defect will not compromise the integrity of the liner. <u>Prior to cured-in-place liner installation, all active leaks of a magnitude to compromise the integrity of the liner shall be stopped using chemical grout in accordance with Section 6.06.2, "Sealing of Active Leaks."</u>

If conditions, such as broken pipe and major blockages, are found that would prevent proper cleaning, or where additional damage could result if cleaning were attempted or continued, the Contractor shall defer the problem to the Engineer to perform the necessary repairs.

C. Flow Control

Flow control shall be exercised, as required, to ensure that no sewage comes into contact with sections of the sewer under repair. See Section 6.01, "Bypass Pumping/Flow Control," for additional information. The cost of any necessary flow bypassing shall be paid for under the appropriate Proposal Item for bypass pumping.

D. Liner Installation for Main Lines

The prepared pipe shall be reviewed and be acceptable to the Engineer for cleanliness and smoothness before the Contractor begins to line the pipe. The Contractor shall present to the Engineer, for review, a description of his methods for avoiding liner stoppage due to conflict and friction with such points as the manhole entrance and the bend into the pipe entrance. He shall also present plans for dealing with a liner being stopped by snagging within the pipe.

The Contractor shall have on hand at all times, for use by his personnel and the Engineer, a digital thermometer or other means of accurately and quickly checking the temperature of exposed portions of the liner.

The Contractor shall immediately notify the Engineer of any construction delays taking place during the insertion operation. Such delays shall possibly require sampling and testing of portions of the cured liner, at the Engineer's discretion, by an independent laboratory. The cost of such test shall be borne by the Contractor and no extra compensation will be allowed. Any failure of sample tests or a lack of immediate notification of delay will be automatic cause for rejection of that part of the work, at the Engineer's discretion.

- 1. Staging Area: The Contractor shall designate a location where the tube will be vacuum impregnated with resin prior to installation. The Contractor shall allow the Department/Engineer to inspect the materials and the "wet-out" procedure. Only vacuum impregnated tubing will be accepted. The Contractor shall impregnate the liner tube with the appropriate resin system under controlled conditions, in accordance with the manufacturers' recommendations. The resin shall be properly stored and have the proper mix ratio in accordance with the manufacturer. The volume of resin used should be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume should be adjusted by adding 5 to 10 percent excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the host pipe. The Contractor shall submit the actual resin volume used. The Contractor shall test each lot of resin used by conducting infrared spectrum analyses on field samples and provide the Department with a copy of the results.
- 2. Tube Insertion: The Contractor shall insert the liner through an existing manhole or other access by means of an inversion process or a pull-in method and application of hydrostatic head which is sufficient to fully extend the liner to the next designated manhole or termination point, hold tube tight to "host" pipe wall, and produce dimples at service lateral connections. If the Contractor elects pulled in place, care should be exercised not to damage the tube as a result of pull-in friction. A lubricant may be used and shall conform to requirements of ASTM F1216.
- 3. Heat Source: After the installation is complete, the Contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of uniformly raising the water temperature to a level required to effectively cure the resin. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gage shall be placed between the tube and the host pipe in the downstream manhole, at or near the bottom, to determine the temperatures during cure. Water temperature in the pipe during the cure period shall be as recommended by the resin manufacturer.

- 4. Cure: Initial cure shall be deemed complete when the exposed portions of the tube appear to be hard and sound and the temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer and may require continuous recirculation of the water to maintain the temperature.
- 5. Cooldown: The Contractor shall cool the hardened liner pipe to a temperature below 100 degrees F before relieving the hydrostatic head. Cooldown may be accomplished by the introduction of cool water into the inversion standpipe to replace water being pumped out of the manhole. Care should be taken in release of static head so that vacuum will not be developed that could damage the newly installed liner.
- 6. Finish: The liner pipe shall be cut off in the manhole at a suitable location. The finished product shall be continuous over the length of pipe reconstructed and be free from dry spots, delamination and lifts. Should the liner not achieve a tight seal to the inside manhole wall, a proper seal shall be made, to a watertight condition, by use of extra fiber felt and a suitable resin system, or other approved methods. Pipe entries and exits shall be smooth, free of irregularities, and watertight. No visible leaks shall be present. The Contractor shall remove leaks or fill voids between the host pipe and the liner by grouting or other method, if necessary. It is anticipated that most pipe to manhole connections will require supplementary efforts, including but not limited to grouting of annular space, to effect an acceptable watertight seal. During the warranty period, any defects which will affect the integrity or strength of the product shall be repaired at the Contractor's expense, in a manner acceptable to the Engineer.
- 7. Service Lateral Reinstatement: After the mainline liner pipe has been cured in place, the Contractor shall reinstate the existing service lateral connections. This shall be done from the interior of the pipeline, without excavation, using a robotic cutter. Where holes are cut through the liner, they shall be neat and smooth in order to prevent blockage at the service connections. Cut-in service connections shall be opened to a minimum of 95 percent of the flow capacity of the building sewer. All "coupons" and fragments of "coupons" resulting from cutting the liner shall be recovered at the downstream manhole and removed. The associated cost of any damage caused by the coupons or coupon fragments that were not removed from the line shall be borne by the Contractor. The Contractor shall stop all visible leaks, including those at service connections, as required. Each reinstated service lateral connection shall be sealed by grout for a distance of two (2) feet up the lateral from the existing pipe. Service lateral connections which, during the warranty period, are found not to pass a proof test and/or which exhibit visible leakage, shall be resealed by chemical grout or other method approved by the Engineer. Any sealing method required shall be at the Contractor's sole expense.

During the sealing operation the lateral packer shall remain in position, maintaining the isolated void. Chemical grout sealant shall be pressure injected through the lateral packer into the annular space between the inversion tube and the service lateral pipe and up into the service lateral pipe to a distance of two (2) feet from the mainline. Under pressure, the grout material shall be forced out into the soil through leaking joints, cracks, and other pipe defects or into the annular space between the host pipe and the liner.

Since the amount of chemical grout pumped and delivered to each service lateral connection is based on the number of pump strokes, this number shall be recorded. Excessive pumping of grout shall be avoided to minimize service lateral plugging.

With the camera viewing the connection point, an attempt shall be made to obtain a water flush by the occupant, when possible. If no water is viewed during this procedure, it will be assumed the service lateral is blocked with grout and the responsibility to quickly clear the lateral shall be the Contractor's.

A notification form shall be attached to the door of each home or building where service laterals have been grouted. This notification to the occupant shall state that the lateral servicing this listed address was grouted on this particular date and if any blockage of sanitary sewage flow occurs, the occupant should call a given phone number. <u>The Contractor shall supply these notification forms, which must be approved by the Engineer and the Department</u>.

- 8. Pay Item: The reinstatement of service laterals, and the sealing of the connection and two (2) feet up the lateral pipe from the mainline, shall be separate pay items. See Section 8.00.1, Item Nos. 1.12 and 1.13.
- E. Samples

The Contractor shall submit a method to the Department, for approval, to obtain representative samples from the installed liners to be tested by the Department, at its own expense, to verify compliance with the installed material specifications. Contractor shall provide a sample on every liner installed (i.e. per line) when so directed by the Engineer. Liners which do not pass these material tests will not be accepted and shall be replaced by the Contractor at his own cost.

One method which may be utilized to obtain physical data representing the installed CIPP is as follows:

A restrained sample shall be obtained at a manhole which is convenient to the installation. Other sampling procedures may be submitted for approval.

The test specimen shall be marked with the appropriate pump station number, manhole section, Work Order number and date of installation so the results can be correlated to the field work performed. All test results shall use this designated labeling as a reference.

The Department also reserves the right to obtain additional samples as provided for in Section 5.04.2 with each estimate and/or notarized certificate of compliance from company officer verifying that the appropriate resin is provided.

If test results indicate non-specified materials have been utilized, the Contractor shall be responsible for any additional testing costs and remedial action deemed necessary by the Engineer.

## F. Wet Out and Cure Report

The Contractor shall submit "wet out" and "cure" reports documenting the specific details of the liner's vacuum impregnation and saturation with resin and the CIPP installation of the liner. A copy of all "wet out" and "cure" records shall be submitted to the Inspector prior to installation. If the "wet out" and "cure" reports are not presented prior to installation, installation will not be allowed. At a minimum, this report shall include, in addition to Contractor and Contract identification:

- 1. Line segment identification and location.
- 2. Wet out date.
- 3. Sample identification(s) and technician.
- 4. Installation (in sewer) date.
- 5. Host sewer pipe inside diameter.
- 6. Liner thickness.
- 7. Liner length.
- 8. Liner and resin batch numbers.
- Resin type.
- 10. Wet out length.
- 11. Quantity of resin and catalyst utilized.
- 12. Pinch Roller spacing.
- 13. Wet out technicians.
- 14. Time wet out started and completed.
- 15. Vacuum setting.
- 16. Applicable remarks.
- 17. Boiler and liner heating fluid pressure and temperature versus time log during cure period.
- 18. Cool down report.

The Contractor shall submit certified wet out and cure reports to the Engineer with liner. <u>The</u> liner shall be certified not to contain any resin fillers and accelerants.

#### 6.07 Work in State Roads

The work of this Section covers the repair of main line sewers in State Roads.

All work performed within the right of way of the Florida Department of Transportation (FDOT) shall comply with the requirements and conditions of the required FDOT permit. Fees paid by the Contractor and associated with the permit shall be included in the Proposal as provided in the Dedicated Allowance for Permit Fee Reimbursement.

The installation shall be coordinated with the FDOT, and the Engineer, and the Contractor shall not begin work until he has received permission from them to do so.

The Department will apply for all lane closure permits within the FDOT right-of-way.

#### 6.07.1 Hours of Work

Work in the FDOT right of way shall only take place between the hours specified on the specific permit.

# 6.07.2 Maintenance of Traffic Plans (M.O.T.)

After Notification of Award, the Contractor shall immediately prepare and submit Maintenance of Traffic (M.O.T.) Plans to the Engineer for approval. The traffic maintenance plan must also meet FDOT approval. Said M.O.T. Plans shall be in written form with sketches or drawings as necessary and shall comply with State of Florida Department of Transportation standards for M.O.T. in construction areas. The Plans shall be submitted as soon as possible upon issuance of the work.

# 6.07.3 Preconstruction Meeting

No work may take place in State Roads prior to the preconstruction meeting.

# 6.07.4 Lane Closures

Lane closures require a Lane Closure Permit, obtained two (2) weeks prior to planned construction, with a minimum 48 hour prior notice to local police (some police jurisdictions may require considerably more notice). Lane closures of a one (1) day or less duration will generally not be approved for major collector streets nor for arterial streets during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., weekdays. Fees paid by the Contractor in obtaining a Lane Closure Permit shall be included in the Proposal as provided in the Permit Fee Reimbursement bid item.

No lane closures will be allowed at all between the period of the day before Thanksgiving until the day following the New Year's holiday.

# 6.08 Repairs Due to Contractor's Operations

The Contractor shall exercise caution to insure that his operations do not damage the existing sewer. The Contractor shall be responsible for repairs to the sewers which are necessary due to damage caused by the Contractor's operations. Such repair shall be considered as part of the work and no extra compensation will be allowed.

Damaged pipe or manholes shall be replaced in kind or repaired by the Contractor to the satisfaction of the Engineer, with emphasis on providing a good, solid foundation for the new pipe. Temporary paving and permanent paving repairs shall also be made by the Contractor.

Contractor shall immediately repair any damage using methods satisfactory to the Engineer. If the Contractor fails to immediately repair any such damage, the Department shall have the right to make the repair or have the repair made, and may charge to the Contractor all costs, including administrative costs and overhead, incurred by the Department in connection with the repair. The Department shall also charge to the Contractor any costs incurred or penalties imposed on the Department as a result of such damage.

The Contractor is strongly advised not to position heavy equipment or vehicles having greater than an AASHTO H-20 loading above the sewer line. Repair of any damage caused by such equipment loads shall be at the Contractor's expense.

Any repairs requiring excavation, except emergency work, shall have prior approval of the Engineer.

# 6.08.1 Protection of Existing Facilities

The Contractor shall exercise due caution throughout this project to minimize the possibility of damage to utilities resulting from his activities. The location of all overhead and underground utilities shall be verified by the Contractor and the Engineer notified of any conflict which might occur.

Where it is necessary to temporarily interrupt flow in house or building services, the Contractor shall notify the house or building owner or occupant, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Contractor shall make suitable arrangements for their disconnection with the owner. The Contractor shall be responsible for any damage to such pipes, conduits or cables, and shall restore them to service promptly as soon as the work has progressed past the point involved.

Various drainage culvert and drainage ditches may be encountered along the route of the work. Any culverts which are disturbed or damaged shall be repaired, restored or reinstalled as directed by the Engineer at the Contractor's expense.

# 6.08.2 Landscaping

Work in this Section includes grading all areas disturbed by the Contractor's activities, furnishing and planting solid sod within established lawn areas of the Project that have been disturbed by the Contractor's operations, removing, restoring and/or replacing in kind all fences, bushes, trees, flowers, etc. and all landscape architectural features disturbed by the Work. No additional payment shall be made for landscape restoration.

# A. Solid Sod

Sodding shall be in accordance with Sections 575 and 981 of the FDOT Specifications. Sod shall be Floratam or bahia sod (replacement type to be type originally in place) of firm texture having a compacted growth and good root development. Bitter Blue St. Augustine shall be replaced with similar sod. Sod shall be absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects, vermin, and disease of any kind.

The soil embedded in the sod shall be good clean earth, free from stones and other debris. The sod and soil shall be approximately 1-1/2 to 2 inches thick.

Before being cut and lifted, the sod shall have been mowed at least three (3) times with a lawnmower, with the final mowing not more than seven (7) days before the sod is cut. The sod shall be cut into uniform dimensions. Sod shall be laid with closely abutting joints with a tamped or rolled surface.

B. Planting Solid Sod

The ground area shall be wetted with water. Sod shall be placed on the graded and watered ground firmly butted on all sides by sod without leaving holes, slots or depressions. Sod shall be top dressed with soil where required to fill voids and provide a uniform grass mat. Sod shall firmly abut all structures to which it surrounds or contacts. Immediately after the sodding process, the entire grassed area shall be rolled

thoroughly with a cultipacker, traffic approved roller, or other 1,000 pound roller. At least two (2) trips over the entire area will be required.

Sod which has yellowed or browned while stacked in transit shall not be used and shall be promptly removed from the site.

All established lawn areas that have been disturbed shall be sodded and shall have all rocks and stones over two (2) inches in diameter removed from the ground area and disposed of. All stones of this size uncovered in the planting operation shall also be removed from the site.

Costs for replacing and planting sod shall be considered incidental and shall be borne by the Contractor.

# 7.00 CLEANING UP WORK SITES

The Contractor shall at all times during the execution of this Contract keep the work sites free and clear of all rubbish and debris. At the end of each work shift, all sand, grit, solids and other material removed from sewer lines and manholes, accumulated rubbish and debris and surplus materials shall be removed, unless approved otherwise by the Engineer. The Contractor shall also restore in an acceptable manner all property, both public and private, which has been displaced or damaged during the execution of the work, and shall leave each site and vicinity unobstructed and in a neat and presentable condition.

In the event of delay exceeding two (2) days after written notice is given to the Contractor by the Engineer to remove such materials, or to restore disturbed, displaced or damaged property, the Department may employ such labor or equipment as may be deemed necessary for the purpose, and the cost of such work, together with the cost of supervision, shall be charged to the Contractor and shall be deducted from any monies due him. The Project shall not be considered as having been completed until all rubbish, debris, and surplus materials have been removed and disposed of properly.

The Contractor is also referred to the provisions of Section 6.02 "Sanitary Sewer Cleaning."

# 8.00 MEASUREMENT AND PAYMENT

Payment for all work completed under this Contract shall be made in accordance with the provisions of Sections 27 and 28 of the General Covenants and Conditions on the basis of the specific provisions of this Section of the Specifications.

The quantities stated in the Proposal Bid Form are approximate only and are intended to serve as a basis for the comparison of bids and to fix the approximate amount of the cost of the Project. The Department does not expressly or impliedly agree that the actual amount of the work to be done in the performance of the contract will correspond with the quantities in the Proposal Bid Form; the amount of work to be done may be more or less than the said quantities and may be increased or decreased by the Department as circumstances may require. The increase or decrease in any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the Contract Documents.

Each individual repair to the sewer lines will be given to the Contractor in the form of a unique Work Order. A Work Order will be specific to one (1) location for a full pipeline between two (2)

adjacent manholes and will consist of all pay items and applicable work tasks included in those pay items needed to completely perform the repair, fully restore the work site and/or facilities and shall also include the required pre and post-work television surveys. Work Orders will be fully paid at one time (less required contract retainage) when all elements of the work (including mudding, grouting manhole and post-work television survey) have been completed and accepted by the Engineer and the Department. No partial payments will be made on any Work Order. In addition, no payments will be made for material on hand but not yet installed and accepted.

It is noted that, in some instances, multiple Work Orders may be simultaneously issued or be in effect between any two (2) adjacent manholes. While work on these several Work Orders may be, from a practical point of view, linked and worked upon simultaneously or sequentially, from an administrative point of view they are totally independent and each Work Order will only be paid for when all of its work is completed and accepted.

Prices Bid:

- The price bid for each item shall be stated in both words and figures in the appropriate places in the Quotation form. All blank spaces for bid prices must be filled in with ink, or with a typewriter. The Bidder is further directed that any and all alterations, changes, corrections and modifications, made to the Quotation forms prior to submission of bids, must be initialed by the Bidder. Non-compliance by the Bidder of this directive may be grounds for rejection of his bid.
- 2. In the event that there is a discrepancy between the price written in words and the price written in numbers, the price written in words shall govern except where the number of units multiplied by the unit price shown in numbers equals the total price for that bid item. In such case the unit price shown in numbers shall govern over the unit price shown in words.
- 3. Where an error is made in the calculation of the total bid price of an item, the unit price shall govern.
- 4. If the bidder makes an error in his addition of the total bid prices of the applicable items in the Quotation, the correct sum of its' applicable bid item totals shall be the Total Bid.
- 5. It has been determined that the County is not exempt from the payment of Florida State Sales Tax under this Contract. All items of materials, equipment and supplies furnished by the Contractor and remaining a part of the completed Project are subject to this Tax. The Bidder shall include a sufficient amount of money to pay for this Tax in his bid price. Sufficient money to pay the Tax for all miscellaneous materials and minor items shown on the Plans, specified herein, or necessary for the work, and which will remain a part of the completed Project, shall also be included in the price or prices bid, and no other compensation will be provided.

It is intended that all work required to complete this Contract will be included in the various bid items as follows:

# 8.00.1 Item No. 1.00 - CURED-IN-PLACE PIPE LINING

**Item Nos. 1.01 through 1.11**, for Cured-In-Place Pipe Lining will be measured and paid at the unit price per linear foot of cured-in-place pipe lining installed at any depth up to 24 feet below the ground surface, as delineated by the pipe sizes of installment named in the Proposal Bid Form. Included in each Item shall be pipe liners of all sizes larger than the previous, smaller size Item and smaller than the next larger integer size (i.e.; Item No. 1.02

ranges from 9.00 through 10.99 inches in diameter). Each unit price bid shall be full compensation for all work, which shall include: furnishing and installing an epoxy vinyl ester resin in industrial areas and polyester resin or epoxy vinyl ester resin in non-industrial areas impregnated fiber felt tube sewer pipe liner; sealing the liner to the manholes to a watertight condition; supplemental sewer line cleaning; television inspections and surveys; removal of manhole corbel for lining on 30-inch and 36-inch mains to include any excavation, backfill and restoration if necessary; all labor, materials, supplies and equipment, specified or not, which will provide a complete and acceptable cured-in-place liner installation, ready for operational service. All cost associated with plugging or isolating the line shall be included in this item. Measurement for payment shall be from inside face of manhole to inside face of manhole (no payment within manhole).

Note: Not inclusive of costs incurred in the Cured-in-Place Pipe Lining of Laterals, to be paid for under separate Bid Items.

**Item No. 1.12**, for Reinstatement of Service Laterals will be measured and paid at the unit price per each lateral reinstatement, as named in the Proposal Bid Form. Each unit price bid shall be full compensation for the completed connection, ready for service, which shall include: cutting an opening in the liner to a minimum of 95 percent of the flow capacity of the lateral; recovering all "coupons" and fragments of "coupons" resulting from cutting the liner; all labor, materials, and equipment, specified or not, which will provide a complete and acceptable repair, ready for operational service.

**Item No. 1.13**, for Sealing Laterals will be measured and paid at the unit price for each lateral sealed with chemical grout, as named in the Proposal Bid Form. Each unit price bid shall full compensation for all labor, materials and equipment required to seal the host pipe and two (2) feet of the lateral as required in Section 6.06.3.

Also included in each Item 1.01 through 1.13 shall be the cost of repairs associated with damage caused by the Contractor's operation, such as: complying with the State of Florida Trench Safety Act, including shoring; removal, transportation and disposal of existing sewer excavation; supporting and protecting existing utilities as required; dewatering; sheeting and shoring, if necessary; furnishing and installing replacement pipe, fittings and repair couplings; unloading material and placing it in the trench; cutting pipe; furnishing and installing joint materials including vegetable soap lubricant; making all connections within the lines to existing sewers, laterals and structures; placing and compacting bedding and backfill; furnishing and installing additional suitable backfill material, if required; furnishing all materials and equipment required to clean and test the sewer; cleaning and testing the sewer; temporary paving installation and removal; permanent paving replacement; replacement of pavement markings as existed before repair; replacing utilities, catch basins, manholes, trees, grass, shrubs, rock beds, driveways, sidewalk and all other similar items, to original locations and to equal or better original conditions; obtaining and paying for any necessary permits; satisfying all than requirements of the permits, and all other appurtenant and miscellaneous items and work including final cleanup.

**Item No. 1.14**, for Supplemental payment for installing cured-in-place liners, independent of pipe diameter, segment length and depth, in easement areas away from vehicular traveled way, will be paid at the stated unit price in the Proposal Bid Form. This Item will only be paid when vehicular access to the worksite through an easement area is unavoidable in the opinion of the Engineer and where costs are incurred for restoration and/or temporary removal of plants, fences, structures, etc. This Item shall be full compensation for all

additional costs associated with working in an easement area including the use of any specialized equipment needed to install liners in these areas.

# Item No. 1.15 - Contingent Item

For Cured-in-Place Pipe Lining of 6-inch diameter service laterals. Up to twenty-five (25) feet in length as detailed in Item Nos. 1.15.1 and 1.15.2 below; and for sealing the connection and first joint of the lateral (minimum of 20 inches in length) as detailed in Item No. 1.15.3 below.

# Item No. 1.15.1 - Contingent Item

For Cured-in-Place Pipe Lining of 6-inch diameter service laterals up to twenty-five (25) feet in length <u>IN ACCORDANCE WITH ASTM F2561</u> will be paid at the unit price per each lateral rehabilitation (A minimum of forty percent (40%) of the total quantity of 6" diameter service laterals in that are lined shall be in accordance with ASTM F2561.) Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation, and disposal of material generated by cleaning and preparation; television inspections and surveys; chemical joint sealing if necessary; install inner seal to create a water-tight seal inside the lines main; cleaning; testing; cleanup; documentation and reporting; traffic control; placing the lateral back in service; and all labor, materials and equipment required to provide a complete and acceptable liner installation.

Note: Not inclusive of costs incurred in the Cured-in-Place Pipe Lining of Main Lines, Reinstatement of Service Laterals, and Sealing of Laterals, to be paid for under separate Bid Items.

# Item No. 1.15.2 - Contingent Item

For Cured-in-Place Pipe Lining of 6-inch diameter service laterals up to twenty-five (25) feet in length <u>IN ACCORDANCE WITH ASTM F1216 OR ASTM F2561</u> will be paid at the unit price per each lateral rehabilitation (Remainder of the total quantity of 6" diameter service laterals that are lined shall be in accordance with ASTM F1216 OR ASTM F2561.) Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation, and disposal of material generated by cleaning and preparation; television inspections and surveys; chemical joint sealing if necessary; install inner seal to create a water-tight seal inside the lines main; cleaning; testing; cleanup; documentation and reporting; traffic control; placing the lateral back in service; and all labor, materials and equipment required to provide a complete and acceptable liner installation and site restoration to original or better conditions.

Note: Not inclusive of costs incurred in the Cured-in-Place Pipe Lining of Main Lines, Reinstatement of Service Laterals, and Sealing of Laterals, to be paid for under separate Bid Items.

# Item No. 1.15.3 - Contingent Item

For Cured-in-Place Pipe Lining repair of 6-inch diameter service laterals, sealing the connection and the first joint of the lateral (minimum of 20 inches in length) <u>IN</u> <u>ACCORDANCE WITH ASTM F1216 *OR* ASTM F2561</u> will be paid at the unit price per each lateral rehabilitation. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and

preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation, and disposal of material generated by cleaning and preparation; television inspections and surveys; chemical joint sealing if necessary; install inner seal to create a water-tight seal inside the lines main; cleaning; testing; cleanup; documentation and reporting; traffic control; placing the lateral back in service; and all labor, materials and equipment required to provide a complete and acceptable liner installation and site restoration to original or better conditions.

Note: Not inclusive of costs incurred in the Cured-in-Place Pipe Lining of Main Lines, Reinstatement of Service Laterals, and Sealing of Laterals, to be paid for under separate Bid Items. This bid item shall be used only where directed by the Engineer where the lateral can be repaired by lining the connection to the main line and the first joint.

# Item No. 1.16 - Contingent Item

For Cured-in-Place Pipe Lining of 6-inch diameter service laterals, beyond the first twentyfive (25) feet included in the base item, as detailed in Item Nos. 1.16.1 and 1.16.2 below.

# Item No. 1.16.1 - Contingent Item

For Cured-in-Place Pipe Lining of 6-inch diameter service laterals beyond the first twentyfive (25) feet included in the base item <u>IN ACCORDANCE WITH ASTM F2561</u> will be paid at the unit price per linear foot of lateral rehabilitation (A minimum of forty percent (40%) of the total quantity of 6" diameter service laterals that are lined shall be in accordance with ASTM F2561.) Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation, and disposal of material generated by cleaning and preparation; television inspections and surveys; chemical joint sealing if necessary; install inner seal to create a water-tight seal inside the lines main; cleaning; testing; cleanup; documentation and reporting; traffic control; placing the lateral back in service; and all labor, materials and equipment required to provide a complete and acceptable liner installation.

Note: Not inclusive of costs incurred in the Cured-in-Place Pipe Lining of Main Lines, Reinstatement of Service Laterals, and Sealing of Laterals, to be paid for under separate Bid Items.

# Item No. 1.16.2 - Contingent Item

For Cured-in-Place Pipe Lining of 6-inch diameter service laterals beyond the first twentyfive (25) feet included in the base item <u>IN ACCORDANCE WITH ASTM F1216 OR ASTM</u> <u>F2561</u> will be paid at the unit price per linear foot of lateral rehabilitation (Remainder of the total quantity of 6" diameter service laterals that are lined shall be in accordance with ASTM F1216 OR ASTM F2561.) Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation, and disposal of material generated by cleaning and preparation; television inspections and surveys; chemical joint sealing if necessary; install inner seal to create a water-tight seal inside the lines main; cleaning; testing; cleanup; documentation and reporting; traffic control; placing the lateral back in service; and all labor, materials and equipment required to provide a complete and acceptable liner installation.

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Note: Not inclusive of costs incurred in the Cured-in-Place Pipe Lining of Main Lines, Reinstatement of Service Laterals, and Sealing of Laterals, to be paid for under separate Bid Items.

Note: Since Item Nos. 1.15 and 1.16 are Contingent Items, they may or may not be used at the option of the Department. Any overrun or underrun provisions contained within the Contract Documents shall not be applicable to this Item. Allowance Account funds may be used for any quantity adjustments for overruns or underruns in the unit items of the Contract Documents. If one account has been depleted and funds are available in the other accounts the Engineer may use some of the available funds to complete the Project.

# 8.00.2 Item No. 2.00 - BYPASS PUMPING

**Item No. 2.01**, for bypass pumping required when lining sewer pipes 8-inch through 30inches in diameter, when authorized or directed by the Engineer, per Work Order. The price bid shall be full compensation for furnishing all materials, labor and equipment, including, but not limited to, pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; continuous on-site monitoring by pump attendant; loading and unloading; lubrication and all other costs associated with providing and operating a complete, functional and satisfactory bypass pumping system. If the Work Orders are adjacent or in the same reach, the payment for the bypass shall only be made for one (1) Work Order.

The Contractor shall attempt to perform the sewer work without bypass pumping. However, if in the opinion of the Contractor bypass pumping is necessary and it is approved by the Engineer, it will be identified as a payment item. The payment item is a one-time charge for all bypass pumping operations during a given lining installation, including services, regardless of the number of pumps required or the pumping period.

**Item No. 2.02**, for bypass pumping required when lining sewer pipes 36-inches in diameter, when authorized or directed by the Engineer, per Work Order. The price bid shall be full compensation for furnishing all materials, labor and equipment, including, but not limited to, pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; continuous on-site monitoring by pump attendant; loading and unloading; lubrication and all other costs associated with providing and operating a complete, functional and satisfactory bypass pumping system. If the Work Orders are adjacent or in the same reach, the payment for the bypass shall only be made for one (1) Work Order.

The Contractor shall attempt to perform the sewer work without bypass pumping. However, if in the opinion of the Contractor bypass pumping is necessary and it is approved by the Engineer, it will be identified as a payment item. The payment item is a one-time charge for all bypass pumping operations during a given lining installation, including services, regardless of the number of pumps required or the pumping period.

# 8.00.3 Item No. 3.00 - MAINTENANCE OF TRAFFIC (M.O.T.)

**Item No. 3.01**, for providing maintenance of traffic, including any necessary measures for work in State Roads, will be paid from the lump sum amount bid for under this Item. Such amount represents the amount the Contractor feels is necessary to provide sufficient

flagman, signs, barricades and similar items and work for directing traffic and maintaining safety, in accordance with applicable standards and agency requirements.

Payment to the Contractor under this Item will be by monthly percentage, creating a monthly fund that corresponds to the percentage of the Project's work items completed and paid for that month, as approved by the Engineer. The amount of monthly fund shall be proportional to the total amount bid for maintenance of traffic, under this Item, to the same degree that the amount of overall work to be paid for that month is proportional to the total amount of work bid in the Proposal.

Should the two-year contract expire prior to the completion by the Contractor of all of the work listed in the Proposal, no further payments will be due the Contractor, beyond the proportional amount described above for the actual work completed by the Contractor. Similarly, should the Contractor perform, at the Department's direction, additional work beyond the total value of the Proposal, he shall be due additional payment, under this Item, in proportion to the value of the work accomplished. Any portion of this monthly fund remaining after all required payments have been made by the Department will remain with the Department. No requests for additional reimbursement will be approved.

# 8.00.4 Item No. 4.00 - SUBTOTAL

Item No. 4.01, Subtotal, Sum of Item Nos. 1.01 through 3.01

# 8.00.5 Item No. 5.00 - DEDICATED ALLOWANCE ACCOUNTS

**Item No. 5.01, Dedicated Allowance for Off-Duty Police**, this item establishes a fund for reimbursement of the cost of providing off-duty police officers as required for this project. Payment shall only reimburse the Contractor for the cost of the off-duty police officers for hours on duty at the work site; no overhead, travel time or other additional costs will be allowed. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the County.

Note: The City of Miami will require off-duty City of Miami police officers within its jurisdiction.

**Item No. 5.02, Dedicated Allowance for Pre-Work Video Inspections of Cancelled** <u>Mains</u>, this item establishes a fund for reimbursement for pre-work video inspection for sewer reach repairs canceled by the Engineer as a result of changed anticipated conditions at the unit price per LF price listed on the Proposal. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the County. Measurement for payment will be from centerline of manhole to centerline of manhole, bounding the reach of sewer containing the originally planned repairs(s). **Payment will be at the unit price of \$2.00 stated in the Proposal Bid Form per linear foot of pipe between manhole centerlines and shall be full compensation for all costs involved.** 

**Item No. 5.03, Dedicated Allowance for Cured-in-Place Overrun**, for cured-in-place lining repairs of pipe sizes 8-inch through 36-inches in excess of the quantities in Bid Items 1.01, 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, 1.10 and 1.11, paid for at the same unit prices as those Bid Items. The dedicated allowance shall be used only with the written authorization of the Engineer once the quantity of the Bid Item for cure-in-place sectional lining of the particular

size is depleted. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payment and will remain with the County.

**Item No. 5.04, Dedicated Allowance for Permits and Fees**, this item establishes a fund for reimbursement of the cost of all required construction permits and fees, if authorized by the Engineer. Payment shall reimburse the Contractor for only the cost of the construction permit or fee. Any question of whether a construction permit or fee is required shall be decided by the Engineer whose word shall be final. Any portion of this fund remaining after all authorized payments have been made will be withheld from contract payments and will remain with the County.

Permit fees will not be reimbursed immediately upon obtaining the permit from the Public Works Department or other governing agency having jurisdiction. The Contractor shall be reimbursed for the permit fees only once the work is complete and upon proper documentation of permit closeout.

Where the project or part of the project is located in the City of Miami, in accordance with the City of Miami Code, a special paving bond is required by the City of Miami Public Works Department. The Contractor shall obtain and execute this bond between the City of Miami and himself. The cost of this bond will not be reimbursed under the Approved Permit Fee Reimbursement item.

# 8.00.6 Item No. 6.00 - CONTINGENCY ALLOWANCE ACCOUNT

**Item No. 6.01 Contingency Allowance for Unforeseeable Conditions**, funds may be used for unforeseen conditions, construction changes, for additional work or materials not covered by other Proposal Items and for quantity adjustments, <u>if ordered by the Engineer</u>.

This account is for all labor, materials, equipment and services necessary for modification or extra work required to complete the Project because of unforeseen conditions, unforeseen conflicts between existing elements of work and the proposed work; for changes required to resolve any unforeseen conditions, revised regulations, technological and products development, operational changes, schedule requirements, program interface, quantity adjustments, emergencies and other miscellaneous costs; all if ordered by the Engineer.

Payment to the Contractor under this Item will only be made for work ordered in writing by the Engineer, and in accordance with Section 13 of the General Covenants and Conditions entitled "Extra Work and Payment Therefore". Any portion of this account remaining after all authorized payments have been made will be withheld from Contract payments, and will remain with the County.

# 8.00.7 Item 7.00 - TOTAL BID

Item No. 7.01, Total, Sum of Item Nos. 4.01 through 6.01

# 8.00.8 Item No. 8.00 - TIME ALLOWANCE ACCOUNT

**Item No. 8.01, Time Allowance Account**, for unforeseeable conditions, minor construction changes, for additional work not covered by other Proposal Items, and quantity adjustments, <u>if authorized by the Engineer</u>:

The Time Allowance Account shown in the Proposal is the maximum number of time extension calendar days which may be granted if authorized by the Engineer for the total length of the Contract. If no time remains in the Time Allowance Account, time shall not be granted except with authorization of the Board of County Commissioners.

#### Note:

Because of the nature of the Dedicated Allowance Bid Item Nos. 5.01 through 5.04 and the Contingency Allowance Bid Item No. 6.01, they may or may not be used at the option of the Department. Any overrun or underrun provisions contained within the Contract Documents shall not be applicable to this Item. Allowance Account funds may be used for any quantity adjustments for overruns or underruns in the unit items of the Contract Documents. If one account has been depleted and funds are available in the other accounts the Engineer may use some of the available funds to complete the Project.

Payment to the Contractor under the Contingency Allowance will only be made for work ordered in writing by the Engineer, in accordance with Section 13 "Extra Work and Payment Therefore" of the General Covenants and Conditions. Any portion of this account remaining after all authorized payments have been made will be withheld from Contract payments, and will remain with the County.

Unused funds in the various bid items of the Quotation may be transferred to the Allowance account by the Engineer to be used as stated in the General Covenants and Conditions Section 33 "Allowance Account Items in the Proposal".

# END OF SPECIFICATIONS
### **CONTRACT**

THIS CONTRACT, made and entered into on the \_\_\_\_\_ 6 th day

of \_\_\_\_\_\_, 20 <u>15</u>, by and between Miami-Dade County, Florida,

acting by and through the Office of the Mayor, party of the first part (hereinafter sometimes

called the "County"), and \_\_\_\_\_ Insituform Technologies, LLC

party of the second part (hereinafter sometimes called "Contractor");

### WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the Contractor shall furnish all labor, materials and equipment and perform all work in the manner and form provided by the Contract Documents covering the Project of the County known and identified as:

### TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS CONTRACT NO. S-866

at the unit prices reflected in the Proposal, for an aggregate amount up to <u>Six Million One</u> <u>Hundred Thousand Fifty Dollars and No Cents (U.S. Dollars) \$6,100,050.00</u>. The Contract will be awarded for an aggregate amount of up to \$6,100,050 for a two-year period. Unless the Contract is renewed, it will terminate upon the depletion of the awarded amount or the expiration of the two-year period whichever occurs first. The two-year term of the Contract will commence with issuance of the Notice to Proceed. The Mayor or his designee has the option to renew the Contract for up to an additional two years on a year to year basis, provided that the Contractor maintains the prices, etc. used in the original contract, with an additional total amount of up to \$6,100,050. Each renewal option will be for a one-year period and up to \$3,050,025. The County does not guarantee that the full amount of the Contract will be issued to the Contractor. Continuation of the Contract beyond the initial period is a County prerogative not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

2. That the Contractor shall begin the work to be performed under this Contract on a day to be specified in a written order issued by the Engineer, and shall fully complete all work hereunder within the time or times stated in the Proposal.

3. That the County shall pay to the Contractor for the faithful performance of this Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of his proposal as set forth above at the times and in a manner stated in the General Covenants and Conditions of the Contract Documents.

4. It is further mutually agreed that if at any time after the execution of this Contract, Surety Performance and Payment Bond, the County shall deem the surety upon such bonds to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the

### CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four (4) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

(OFFICIAL SEAL) ATTEST: Harvey Ruvin MIAMI DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS Clerk of the Board By: By Deputy Clerk Mayor O (PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

Sanar Egalvete Dalto 3/2/15

Assistant County Attorney Miami-Dade Water and Sewer Department

### WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST

(Secretary) Debra Jasper Contracting and Attesting Officer (Print or type name)

Insituform Technologies, LLC	
(Name of Corporation)	
By: high Particle (Signature of Officer)	ge
Diane Partridge	•
(Print or type name)	

Contracting and Attesting Officer

(Official Title)

17988 Edison Avenue

Chesterfield, MO 63005 (Address)

### (PARTY OF THE SECOND PART)

\* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract and Surety Performance and Payment Bond to do so in its behalf.

### INSITUFORM TECHNOLOGIES, LLC Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

<u>Appointments by the President</u>. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed H. Douglas Thomas, Vice President – Global Procurement/Operations Support, and has appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 1<sup>st</sup> day of January, 2014.

INSITUFORM TECHNOLOGIES, LLC

By: Tod O'Donoghue Assistant Secretary

### CERTIFIED RESOLUTION

Debra jasper

Contracting and Attesting Officer , the duly elected Severation of

(Name)

<u>Insituform Technologies, LLC</u>, a Corporation organized and existing under the laws of the State of <u>Delaware</u>, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with law and the by-laws of the said Corporation:

"IT IS HE	EREBY RESOLVED that	Diane Partrie	lge, the duly
elected	Contracting and Attesting Officer	of	(Name) Insituform Technologies, LLC
	(Title of Officer)	1	

be and is hereby authorized to execute and submit a <u>Contract and Surety Performance</u> <u>and Payment Bond to Miami-Dade County</u>, Florida, and the Miami-Dade Water and Sewer Department, respectively, for a certain Project entitled

### TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWER BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO. S-866"

and such other instruments in writing as may be necessary in behalf of the said Corporation, and that the Contract and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds."

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

Given under my hand and the Seal of the said Corporation this \_\_\_\_\_<sup>7th</sup> day of January \_\_\_\_\_, 20 <sup>15</sup> \_\_\_.

(Month)

By:

(Year)

(Secretary)

Debra Jasper Contracting and Attesting Officer

(Print or type name)

Insituform Technologies, LLC (Corporate Title)

(SEAL)

MIAMI-DADE WATER AND SEWER DEPARTMENT MIAMI-DADE COUNTY

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# TWO-YEAR COUNTYWDE CONTRACT FOR REHABILITATION OF SANITARY SEMERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OFTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS CONTRACT NO. 5-466, PCTS NO. 13205

ESTIMATE: \$6,100,050

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TABUI	TABULATION OF BIDS							Bid Date: September 25, 2014
BIDDE	Sas		Hintertand	Hintertand Group, Inc.*	lnsit.	Institutionm Technologies, LLC		Ric-Man Construction, Inc.
			Vest Paim Be	own n. haveniid ko. Unii 114 West Paim Beach, FL 33407	. 0	1/305 Edison Avenue Chestarfield, MO 63005		3100 SW 15 Speet Deerfield Beach, FL 33442
ltem		Estimeted	* Determined -	Determined - Not Responsible				
νo.		Quant,	Unit	Tatal	Unit	Total	Unit	, Total
Ę,	Cured-In-place 8-Inch diameter pipe lining up to 24 feet deep in non-Industrial areas	103,500 Lin. FL	124.00	\$2,484,000.00 *	\$24,40	\$2,525,400.00	126.00	00'000'169'2\$
1.02		000 <sup>0</sup> 0	00'EZ	290,000.00	26.73	267,000,00	32.00	320,000,00
1.03	Cured-in-place 12-Inch diameter pipe linking up to	80	38.00 28	106,000.00 -	32.00	96,000.00	42.00	126,000.00
	24 feet deep in non-industrial areas	1. 1. 1.			1			
Ş	Cured-In-place 15-Inch diameter pipe fining up to 24 feet deep in non-industrial areas	년 79 년 79 년	45.00	* 00'000'06	48.40	38, 800, 00	53.00	105,000,00
1.05	Cured In-place 18-inch dameter pipe lining up to 24 foot doon in conditionistical amost	3.000	58.00	174,000.00 -	63.00	189,000.00	69.00	207,000.00
90:1	Cured-in-place 21-inch diameter pipe lining up to	90 I	65.00	\$5,000.00 *	74,80	74,800.00	74,00	74,000,00
1.07	44 rest uper In representation de caso Cured-in-place 24-inch dismeter pipe fring up to	199	85.00	340,000,00 *	85.40	345,600.00	95.00	380,000,00
1,08	24 rectures in right and a same of the pro-	2,500	95.00	237,500.00	117.50	293,750.00	110.00	275,000.00
2	<u>Ening</u> up to 24 feet deep in non-Industrial areas Crimed in Areas 36 hear discover also	E S	150 00	54 KM M +	HEA ED	104 R3K 00	100 001	00 057 08
3	Currectin-place sector damate ppe (ring up to 24 feet daep in non-industrial areas	2 E E	ומהיסה	- minne'#8			00761	
<del>1</del> .4	Cured-in-place & inch to 15-inch diameter pipe Tining up to 24 feet deep in industrial areas	500 년 년	45.00	22,500.00 +	44.80	22,400.00	62,00	32,500.00
1.11	Cured-in-place 18-thch to 24-thch diameter pipe Enloy up to 24 their down in industrial areas	200 200 1 1	85.00	42,500.00 *	75.10	37,550,00	125.00	62,500,00
1,12	Reinsläternent of service laterals	1400 1400	35,00	133,000.00 -	00' <del>'56</del>	133,000.00	106,00	148,400.00
1.13	Sealing lateral connections	1400 Each	210.00	294,000.00 *	206.00	286,400.00	230.00	330,400.00
1.14	Supplemental payment for installing cured-in places pipe liners, independent of pipe diameter, segment length is dapth, in easement areas away from the vericular larveled war	73 19801	100.00	7,500.00 •	423.10	31,732,50	380.00	28,500.00
1.14.1	Supplemental payme pipe fining in pipelina in length for Item Nos price per each of	· Each	500,00	20,000,00 *	528,90	21,156,00	600.00	24,000.00
1.15								
1, 15.1	1 For Cured-in-Place Fipe Lining of 6" dia, Service laterals up to 25 in length IN ACCORDANCE WITH ACTUR FORE4	ter Fact Fact Fact	4,200.00	168,000.00 *	5,236,00	209,440,00	3,800.00	152,000.00
1.15.2	For Cured in Place P laterals up to 25' in le ASTM F1216 OR AS	Cont Hent)	3,300.00	199,000.00 *	3,305.00	198,300.00	3,500.00	210,000,00
1.15.3		Cont frem) (Cont frem)	1,800.00	36,000,00 +	1,534.00	30,680.00	1,750.00	35,000,00
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MIAMLDADE WATER AND SEWER DEPARTMENT MIAMLDADE COUNTY

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TWO-YEAR COUNTYMDE CONTRACT FOR REHABILITATION OF SANTARY SEWERS BY THE CURED-IN-PLACE PIPE LINEMA METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS CONTRACT NO. 5-866, PCTS NO. 13205

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		Hintertand Group, Inc." 5401 N. Haverhill R.d. Until 11 Weet Palm Reach. FI. 33407	Hintertand Group, Inc." 5401 N. Havefull Rd. Unit 114 West Daim Reach FT 33407	Institut 17.1 17.1	Insitutiorm Technologies, LLC 17968 Edison Avenue Chestanfield MO 63005	ų	RichMart Construction, Inc. 3100 SW 15 Street Deerfield Beach, PL 33442
	Estimated	Determined - Not Responsible	of Responsible	2			
	Quant	Unit	Total	teo S	1013 1	Cuit	Fotal
For Cured-in-Place Pipe Lining of 6" dia, Service	320	65.00	20,600,00 *	63.5U	20,320,00	42.00	13,440.00
laterals beyond the first 25 ft. included in the base item	ц ц ц						
IN AUCURIANUE WITH AST M 12001	(COTK REIT)	12 00	5 760 00 1	10.60	5 ORA DD	12.00	5.760.00
roi curevent seve tripe mung or o was served laterate bewand the first 35 feet included in the hase item			and the second			!	
IN ACCORDANCE WITH ASTM F1276 OR ASTM	(Cont. Item)					•	
Bypass pumping required when lining sewer	35	700.00	24,500.00 *	1,000.00	35,000.00	1,200.00	42,000.00
pipes 8-inch through 30-inches in diameter	Each					•	
when almonized or greeced by the Englineer	c	1 000 00	6 M M 4	13 505 AU	10 100 L	3 60000	
Hypass pumping required when inning sever shore 36 Inchos in Afornater when a therited	Earh N	4,000,00		nn'nex's I			
ppes or knos in cantera wish amarizat ar firected by the Engineer							
ITEM 3.0 - MAINTENANCE OF TRAFFIC (M.O.T.)							•
Providing Maintenance of Traffic (MOT	Aggr.	30,000,00	30,000.00	48,570,00	48,570.00	25,000.00	26,000,00
	5		- 400 570 500		6 400 Da4 PO		M 040 146 5
SUBTOTAL (Sum of Items 1,01 through 101)	TOULOUT I		4,884,500LUU		00-119/201.C		MARCE HOR'D
ITEM NOS, 5 & 6 DEDICATED AND CONTINGENCY ALLOWANCE ACCOUNTS	LUWANCE A	COUNTS			100 000 001	142 545 20	40 000
For providing uniformed, off-duty police officers for the	Dedicated	100,000.00	100,000,001	100,000.00	100,000.00	100,000.001	
purposes of maintenance of traffic, the apprenate sum	Alowance						
Pre-work video inspection for sewer reach repairs	2,000.00	2.00	4,000.00	200	4,000,00	2,00	4,000.00
canceled by the Engineer as a result of changed	님						
anticipated conditions, the unit price per lineal foot	Dedicated						
of sewer cleaned and inspected	Allowance						
	Dedicated	150,000,00	150,000.00 *	150,000,00	150,000.00	00.000,061	nnnninet.
5-inch through 38-inch in excess of the quantities	Allowance						
in Bid Items 1.01, 1.02, 1.03, 1.04, 1.05, 1.05 1.07, 1.08, 1.08, 1.10 and 1.11							
For cost of required permits, face, inspections, impact	Dedicated	43,000.00	43,000.00 *	43,000.00	43,000,00	43,000.00	43,000,00
fees, if authorized by the Engineer, the sum of	Allowance						
Urfareseen conditions, for minor construction changes	Confingency		489,355.00 -		510,281,15		538,486.00
& for quantity adjustments, if ordered by the Errgineer,	Alowance						
the sum of 10% of the Subtotal, them 4.0							
(, TU) X (Suzuzal, Jiem 4.V) 77441 Pite //(			SE GZU CHE ON *		<u>\$5 810 092 65</u>		\$6.220.456.00

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MIAMI-DADE WATER AND SEWER DEPARTMENT MIAMI-DADE COUNTY

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# TWO-YEAR COUNTYWDE CONTRACT FOR REHABILITATION OF SANTARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS CONTRACT NO. 5-886, POTS NO. 13205

TABI II ATION OF PHIS		ESTIN	ESTIMATE: \$6,100,060				
BODERS		Larzo Trenchi 125 SE Deveload Po	Lerzo Trenchless Technologies 125 SE 5th Court Douted Bouch El 2014		LAYNE INLINER, LLC 2531 Jewett Lane		Bid Date: September 20, 2014 SAK Construction, LLC 864 Hoff Road
	Estimaled						U FRIGH, MU 53355
No. Description ITEM NO. 1 CITRED N. PLACE PIPE I HUNG	Quant	Unit	Total	۶	Total	Celt	Total
1.01 Cured-in-place 8-inch diameter pipe kining up to	103,500 16, 10	\$26.00	\$2,691,000.00	\$27,50	\$2,846,250,00	00'62\$	\$3,001,500.00
1.02 Cured-th-place 10-inch diameter pipe lining up to	10,000	27,00	270,000.00	29.50	265,000.00	31.00	310,000.00
1	Ч Ч		10 100 10		10 202 200		-
1	3,000 Lin. FL	30.00	90'000'06	8.8	105,000,00	34.00	102,000.00
1.04 Curred-in-plaze 15-inch diameter pipe Itning up to 24 feet deep in min-industrial areas	2000 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	38.00	76,000.00	50.00	100,000.00	. 40.00	80,000.00
1.05 Cured-in-place 18-inch diameter pipe lining up to 24 feet deen in mon-industrial areas	3,60 10 10 10 10 10	54.00	162,000.00	61.50	184,500.00	20'00	150,020.00
	ريد . 1,000	72.00	72,000.00	76.50	78,500.00	65.00	55,000,00
1.07 Cured-In-place 24 Indi diameter pipe liming up to 24 feet deep in mon-industrial arrest	9 E	100.00	400,000.00	96,00	384,000,00	00,36	380,000,00
1.06 Cured Anplace 27 And to 30-and diameter pipe Initia to to 24 feed deep in non-industrial arteas	2,500 Lin, Pl	\$05.00	262,500,00	107,50	268,750,00	120.00	300,000,00
i	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	155.00	97,650.00	165,00	103,950.00	150.00	94,500,00
1.10 Cured-in-place 8 inch to 15-Inch dameter pipe Inlim un to 24 feet deep in industrial arreas	9 E 9 E	50.00	25,000.00	44.00	22,000.00	50.00	25,000.00
<b> </b> -	양 양 년	104.00	52,000.00	125.00	62,500.00	110.00	55,000.00
L	1400 Each	150.00	210,000.00	125.00	175,000.00	100,00	140,000,00
	140 1400	250.00	350,000.00	275.00	365,000.00	350.00	490,000.00
1.14 Supplemental payment for installing curred-in place pipe liners, independent of pipe lameter, segment length & depth, in easement ereas awey from the vehoular traveled way	с С Цар С	200,00	37,500.00	1,335.00	100,126.00	2,500.00	187,500,00
-	Each 49	500,00	20,000,00	3,750.00	150,000.00	2,500,00	100,000
1.1.5 For Cured-in-Prace Pipe Lintry of Struke laterals up to 25 in length as datailed below:							
	40 Each (Cont. Nem)	3,500,00	140,000.00	3,800.00	156,000.00	5,600,00	224,000.00
1.15.2 For Cured-in-Place Pipe Lining of 8 <sup>th</sup> dia. Service laterals up to 25 <sup>th</sup> in length IN ACCORDANCE WITH ASTM F1216 OR ASTM F2561	60 Each (Cont, Item)	3,500.00	210,000.00	3,435.00	206,100.00	4,400.00	264,000.00
1.15.3 For Cured-In-Place Pipe Lining repair of 67 dla. service laterals, sealing the connection and the first joint of the lateral IA ACORDANCE WITH ASTIM F1216 OR ASTIM F2654	20 Each (Cont. Item)	2,500.00	50,000,00	1,700.00	34,000.00	1,600.00	300,000
1.16 For Cured-in-Place Pipe Lining of 6 <sup>-</sup> dia, service laterals, 1990 dite first 25 feak included in the base sitem, as detailed in items 1.16.1 and 1.16.20 in inergih as detailed below:			-				

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MIAMF.DADE WATER AND SEWER DEPARTMENT MIAMF.DADE COUNTY

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TWO-YEAR COUNTYMDE CONTRACT FOR REHABILITATION OF SANTARY SEWERS BY THE CURED-IN-FLACE FIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS CONTRACT NO. S-466, PCTS NO. 13205

		ESTI	<u>estimate</u> \$6,100.050				
TABULATION OF BIDS						Bid Date;	Bid Date: September 25, 2014
RODERS		Lanzo Trench 125 SE	Larzo Trenchiess Technologies 125 SE Ah Cwint	_]	LAYNE INLINER, LLC 2531 Jouen Lane		SAK Construction, LLC
		Dearfield B	Dearfield Beach, FL 33441		Sanford, FL 32771		O'Fallan, MO 63366
Na Descrimtion	Estimated Ound	4 -	Tehal	l Init	Tetes	ţ	
17	320	10.55	17 600.00	100	10.560.00	20.00	27 AD1 D1
laterals beyond the first 25 ft. included in the base Nem	) 5	22-22					1
IN ACCORDANCE WITH ASTM F2561	(Cont. Item)		-				1
1.16.2 For Cured in Place Pipe Lining of 5" dia. Service		65.00	31,200.00	11.00	5,280.00	12.00	5,760.00
laterals beyond the first 25 feet included in the base frem							
IN ACCORDANCE WITH ASTM F1216 OR ASTM F2661	(Cent. Item)						
2.01 Bypass pumping required when fining sewer	35	300,002	10,500.00	950.00	33,250.00	2,500,00	87,500.00
pipes 8-Inch through 30-inches in diameter	Each						
2.02 Bypass pumping required when Ening sawer	2	20,000.00	40,000.00	19,500,00	00'000'BC	4,500.00	8,000.00
pipes 36-inches in diameter when authorized	Each Each						
or directed by the Engineer							
1							
3.01 Providing Maintenance of Traffic (MOT	Aggr.	330,000,00	330,000,005	11,000,00	11,000,00	100,000,00	100,000.00
4.01 SUBTOTAL (Sum of Dems 1.01 through 3.01)			5,644,950.00		5,755,765,00		6,225,160,00
ITEM NOS. 5 & 6 DEDICATED AND CONTINEENCY ALLOWANCE ACCOUNTS	ALOWANCE	ACCOUNTS					
5.01 For providing unitormed, off-duty paires officers for the	Dedicated	Dedicated 100,000.00	100,000,00	100,000,001	100,000.00	100,000.00	100,000,001
	Allowance						•
5.02 Pre-work video Inspection for sever reach repairs	2,000.00	200	4,000,00	2.00	4,000,00	200	4,000,00
canceled by the Engineer as a result of changed	Ľi. J.						
articipated conditions, the unit price per lineal tool	Dedicated						
	Allowance						
5.03 For curred-in-place lining repairs of pipe sizes	Dedicated	150,000.00	150,000.00	150,000.00	150,000,00	150,000.00	150,000,00
8-inch through 35-inch in excess of the quantities	Allowance						
an Big nems 1.04, 1.02, 1.02, 1.04, 1.05, 2.05							
		- 1	10 000 00	00000			
•	nedicated		45,000,00	43,UUU.UU	43,000,04	00"000"EF	43,000.00
fees, if authorized by the Engineer, the sum of	Allowance						
6.01 Unforeseen conditions, for minor construction changes	Contingency		564,495,00		575,576,50		522,516,00
& for quantity adjustments, if ordered by the Engineer,	Allowance						
the sum of 10% of the Subtrate, frem 4.0							
(.10) X (Subtotal, Itam 4.0)							
TOTAL BID (Items 4.0 through 6.01)			36,506,445.00		\$6.528,341.50		\$7,144,676,00

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Page 4 of 4

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Memorandum

Date:			
То:	Lester Sola, Director Water and Sewer Department		
From:	Arlyn Rull Assistant Director Apple	2017 JUN 2	CLERK OF
Subject:	Contract Renewal for Two-Year Countywide Contract for Rehabilitation Sewers by the Cured-In-Place Pipe Lining Method - Contract No. S-866	of Sa	initary
		0	an .

### RECOMMENDATION

It is recommended that this first Contract Renewal (attached) for construction Contract No. S-866 between Miami-Dade County and Insituform Technologies, LLC, for the Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method, be approved. This first Contract Renewal was prepared by the Miami-Dade Water and Sewer Department (WASD) for an additional year in the amount of \$3,050,025, making for a total dollar amount awarded of \$9,150,075.

The initial contract award for the Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method was approved to Insituform Technologies, LLC by the Board of County Commissioners (Board) at its meeting held on May 5, 2015, via Resolution No. R-416-15. The Board delegated authority to the County Mayor or County Mayor's designee to exercise all provisions of the contract, including authority to exercise two Contract Renewals. This is the first of two possible Contract Renewals.

### SCOPE

This Contract Renewal has countywide impact. It involves a general contracting firm providing services necessary to rehabilitate some of WASD's faulty sanitary sewers by the cured-in-place pipe lining method. The repairs performed by this project are mandated by the County's current Consent Decree with the U.S. Environmental Protection Agency (EPA) and are a measure to improve the sewer collection system The cured-in-place pipe lining rehabilitation method will be used for this project and work will be issued under different work orders at different locations within the limits of Miami-Dade County, Florida, as ordered by WASD.

This project consists of furnishing all labor, materials and equipment necessary to rehabilitate approximately 130,630 linear feet of faulty 8-inch through 36-inch diameter gravity sanitary sewers, and 6-inch diameter service laterals in both industrial and non-industrial areas. The work also includes reinstating approximately 1,400 service laterals, including sealing the lateral connections; cleaning and video inspections with closed circuit television; supplementary cleaning of the sewers, and removal and proper disposal of solids as required; by-pass pumping of sewage; maintenance of traffic; and all other appurtenant and miscellaneous items and work for a completed project. The work shall be accomplished through sanitary sewer manholes, without disturbing the street surface or adjacent property or any utility, except when performing excavated point repairs of sewers.

First Contract Renewal, Project No. S-866 Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method Page No. 2

This is a non-exclusive contract, and as such, the Department may issue other similar contracts for this type of work, and therefore does not guarantee that the full amount of the contract work as listed in the proposal will be issued to the contractor. The actual amount of work orders assigned will be the prerogative of WASD in its sole discretion and dependent only upon its needs.

This Contract Renewal is being awarded for a dollar amount up to \$3,050,025 for a 12-month period and will terminate upon the depletion of that amount, or the expiration of the 12-month period, whichever occurs first. All services provided during the renewal period shall be performed under the same terms and conditions and at the same unit prices provided in the original contract. Upon depletion of this Contract Renewal, if the Department is satisfied with the contractor's work, the Mayor or his designee has the option to renew the contract for an additional year, at the same terms, conditions and unit prices used in the original contract.

### **FISCAL IMPACT / FUNDING SOURCE**

This Contract Renewal has a one year financial commitment in the amount of \$3,050,025 which will be funded by Existing WASD Operating Revenue. The project will have an impact on the Department's FY16-17 budget.

### TRACK RECORD / MONITOR

According to the Firm History Report as provided by the Internal Services Department's, Division of Small Business Development, Insituform Technologies, LLC has received seven (7) contracts valued at \$19,652,719.64 from Miami-Dade County in the last five years. The Capital Improvements Information System database contains 11 evaluations for Insituform Technologies, LLC with a rating of 3.5, which represents above average performance. The day to day responsibilities for this project are the responsibility of Ms. Dalia Abrahante, Project Manager, Miami-Dade Water and Sewer Department.

### BACKGROUND

In 1996, the Volume Sewer Customer Ordinance was adopted by the Board to comply with the requirements of the first Consent Decree issued to the County in 1994 resulting from operational violations of the County's wastewater system. Among the requirements of the first Consent Decree was the evaluation, inspection and repair of gravity wastewater pipelines. The objective was to minimize the number of leaks that infiltrate into wastewater pipelines which cause operational inefficiencies and wastewater flows that exfiltrate and seep into the ground. This mandate was superseded by the County's current Consent Decree, which was approved by the U.S. District Court for the Southern District of Florida on April 9, 2014 in Case No. 1:12-cv-24400-FAM. Under the current Consent Decree, the repair and rehabilitation of the County's wastewater gravity lines continues to be a regulatory priority. In addition, WASD is required to make repairs to the sewage collection system to comply with the Volume Sewer Customer Ordinance and the Wellfield Protection Ordinance, Section 24-42.2 and Section 24-43 of the Miami-Dade County Code, respectively.

First Contract Renewal, Project No. S-866 Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method Page No. 3

APPROVED AS TO LEGAL SUFFICIENCY \*

HENRY N. GILLMAN ASSISTANT COUNTY ATTORNEY

ESTER/SOLA, WASD DIRECTOR ON BEHALF OF MAYOR CARLOS A. GIMENEZ

17 DATE

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**CLERK** DATE:

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DATE

CLERK OF THE BOARD  $\sum_{\omega}$ AM 11: 04

•	PRIMES												DBDR0210_E v.20150827 Ver: 1
		AWARD	\$3.709,776.50	\$3,709,775.50	\$3,373,242.46	\$3,373,242.46	\$364,605.44	\$364,605.44	\$6,100,050.00	\$6,100,050.00	\$2,483,564.22	\$2,483,564.22	
NTY Iopment	<b>To:</b> 06/12/2017	AWARD	05/19/2014	ļ	11/24/2014	I	02/10/2015	ľ	05/05/2015	I	09/17/2015		
MIAMI DADE COUNTY Small Business Development Firm History Report		DEPT	NO MEASURE		NO MEASURE		NO MEASURE		NO MEASURE CSBE NO MEASURE		NO MEASURE NO MEASURE		Page 1
MIAMI Small Bu	From: 06/12/2012 11511 Philips Highway South Jacksonville, FL 32256	CONTRACT DEFT	30 (7360) 1 WS ONE-YEAR COUNTYWIDE CONTRACTS FOR REHABILITATION OF SANITARY SEWER BY THE CURED-IN-PLACE PIPE LINING METHOD		45 (7360) 1 WS ONE-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD FOR PSIP PROJECTS		1 WS PUMP STATION NO. 54 BASIN EMERGENCY REHABILITATION OF SANITARY_ SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD		55 T WE SAN THE CONTRACT FOR REHABILITATION OF SANITARY TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING MEDITHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS		68 (7360) 1 WS ONE YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD		* Indicates closed or expired contracts Disclaimer: Payments shown may not reflect current information iesday, June 13, 2017
DEPARTMENT OF BUSINESS DEVELOPMENT	FIRM NAME: INSI 1151 Jack	PROJECT #	* P0130 (7350) ONE-YEAR CC SEWER BY TH		* P0145 (7360) ONE-YEAR CC SEWERS BY 1		* P0162 (7360) PUMP STATIC SEWERS BY 1		S-865 TWO-YEAR C SEWERS BY TO RENEW FI		* P0168 (7360) ONE YEAR CC SEWERS BY		<ul> <li>Indicates closed or ex Disclaimer: Payment Tuesday, June 13, 2017</li> </ul>

DEPARTMENT OF BUSINESS DEVELOPMENT

Small Business Development MIAMI DADE COUNTY Firm History Report

From: 06/12/2012 To: 06/12/2017

FIRM NAME: INSITUFORM TECHNOLOGIES, LLC 11511 Philips Highway South Jacksonville, FL 32256

PRIMES

AWARD AWA	1 WS NO MEASURE 10/08/2015 \$335,667.02 SHORE DRIVE STORM SEWER REPAIR	\$336,667.02	93 (7360) 12/16/2016 53,284,815.00 ONE YEAR COUNTYWIDE CONTRACT FOR THE REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD FOR PMCM PROJECT (FY2017)	
	* P0179 (7360) EMERGENCY BAYSHORE DRIVE STORM SEWER REF		P0193 (7360) ONE YEAR COUNTYWIDE CONTRACT SEWERS BY THE CURED-IN-PLACE P (FY2017)	

\$3,284,815.00	\$19,652,719.64 \$0.00	\$19,652,719.64
	Total Amount 4 Total Change Orders Approved by BCC	•
	-	

Indicates closed or expired contracts
 Disclaimer: Payments shown may not reflect current information
 Tuesday, June 13, 2017

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Ver: 1

DBDR0210\_E v.20150827



## **Capital Improvements Information System**

**Contractor Evaluations Report** 

Exit

<u>Dept</u> WS	<u>Contract</u> <u>S-800</u>	<u>Type</u> CON	Contractor / Architect Name INSITUFORM TECHNOLOGIES LLC		<u>Rater</u> Dalia Abrahante	<u>Period</u> Interim	<u>Rate</u> <u>3.2</u>
WS	<u>S-800</u>	CON	INSITUFORM TECHNOLOGIES LLC		Dalia Abrahante	Interim	<u>2.6</u>
WS	<u>S-800</u>	CON	INSITUFORM TECHNOLOGIES LLC		Dalia Abrahante	Interim	<u>2.4</u>
WS	<u>S-800</u>	CON	INSITUFORM TECHNOLOGIES		Raul Caballero	Project conclusion or closeout	<u>3.5</u>
WS	<u>P0162</u>	7360	INSITUFORM TECHNOLOGIES	4/3/2015	Dalia Abrahante	Project conclusion or closeout	<u>4.0</u>
WS	<u>P0130</u>	7360	INSITUFORM TECHNOLOGIES		Dalia Abrahante	Interim	<u>3.8</u>
WS	<u>P0145</u>	7360	INSITUFORM TECHNOLOGIES LLC		Rolando M Roque	Interim	<u>3.9</u>
WS	<u>P0179</u>	7360	INSITUFORM TECHNOLOGIES		Dalia Abrahante	Project conclusion or closeout	<u>4.0</u>
WS	<u>P0130</u>	7360	INSITUFORM TECHNOLOGIES LLC		Dalia Abrahante	Project conclusion or closeout	<u>3.6</u>
WS	<u>P0145</u>	7360	INSITUFORM TECHNOLOGIES	12/21/2016	Rolando M Roque	Project conclusion or closeout	<u>3.3</u>
WS	<u>P0168</u>	7360	INSITUFORM TECHNOLOGIES LLC	5/31/2017	Daniel Edwards	Completion of construction	<u>3.9</u>

Evaluation Count: 11 Contractors: 1 Average Evaluation: 3.5

Exit

Insiluform Technologies, LLC is a subsidiary of Aegion Corporation



17988 Edison Avenue Chesterfield, MO 63005 www.insituform.com

March 16, 2017

Mr. Isaac Smith Miami-Dade County Water & Sewer Dept. 3575 South LeJune Road, Suite 137-1 Miami, FL 33146

### RE: Contract # S-866, Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method with County Option to Renew for an Additional Two Years on a Yearly Basis One Year renewal request

Dear Mr. Smith,

Please accept this letter to serve as Insituform Technologies, LLC request to extend the above referenced contract at the same terms and conditions, no price increase, from September 21, 2017 through September 20, 2018. This will be the first one (1) year renewal for an additional amount of up to Three Million, Fifty Thousand, Twenty-Five Dollars (\$3,050,025.00).

We look forward to working with the Miami-Dade County Water & Sewer Department.

Should you have any questions or concerns please contact me via office telephone at (636) 530-8000.

Sincerely, INSITUFORM TECHNOLOGIES, LLC

Diane Partridge Contracting and Attesting Officer

### CONTRACT RENEWAL NO. 1 TO A PROJECT KNOWN AS CONTRACT NO. S-866 TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, BETWEEN INSITUFORM TECHNOLOGIES, LLC AND

### MIAMI-DADE COUNTY, FLORIDA

THIS CONTRACT RENEWAL No. 1 made this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

BY AND BETWEEN MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (hereinafter called the "COUNTY") and Insituform Technologies, LLC (hereinafter called the "CONTRACTOR") for consideration set forth herein agree:

WITNESSETH, that the County and the Contractor, for the considerations set forth herein, agree that:

Pursuant to Section 1 of the above contract ("Contract") dated <u>May 6, 2015</u>, executed pursuant to County Resolution No. R-416-15 is hereby renewed for an additional term of one-year and modified as follows:

- 1. The contract amount is increased by \$3,050,025 for the one-year renewal period, making the total dollar amount awarded of up to \$9,150,075.
- 2. The one-year renewal period shall commence on the effective date of the Notice to Proceed and shall expire 365 calendar days from that date.
- The parties agree that all work performed under the Contract for this renewal period shall be performed under the same terms and conditions and at the same unit prices provided in the Contract.
- 4. The County may, in its sole discretion, exercise a subsequent renewal under the terms and conditions provided in the Contract.

All other terms and provisions in the original agreement remain unchanged.

IN WITNESS WHEREOF, THE PARTIES HERETO, BY THEIR DULY AUTHORIZED OFFICERS, HAVE EXECUTED THIS CONTRACT RENEWAL OPTION NO. 1 in four (4) counterparts, each of which shall be deemed an original contract renewal, all as of the day and year first hereinbefore written.

INSITUFORM TECHNOLOGIES, LLC

By: (Print)

Diane Partridge Contracting and Attesting Officer Title:

(Corporate Seal)

Witness Jana Lause

Witness Laura Andreski

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY ITS BOARD OF COUNTY COMMISSIONER County Mayor OR M lavor's Designee

ATTEST:

HARVEY RUVIN CLERK OF THE BOARD

BY:\_\_\_\_ Deputy Clerk

### CERTIFIED RESOLUTION

I, <u>Laura Andreski</u>, the duly elected Secretary of (Name)

<u>Insituform Technologies, LLC</u>, a Corporation organized and existing under the laws of the State of <u>Delaware</u>, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with law and the by-laws of the said Corporation:

"IT IS HE	REBY RESOLVED that	Diane Partri	<sup>dge</sup> , the duly
elected_	Contracting and Attesting Officer	of	(Name) Insituform Technologies, LLC
	(Title of Officer)		

be and is hereby authorized to execute and submit a <u>Contract and Surety Performance</u> <u>and Payment</u> <u>Bond</u> to Miami-Dade County, Florida, and the Miami-Dade Water and Sewer Department, respectively, for a certain Project entitled

### TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWER BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO. S-866, FIRST OPTION TO RENEW

and such other instruments in writing as may be necessary in behalf of the said Corporation, and that the Contract and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds."

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

Given under my hand and the Seal of the said Corporation this 25th day of May , 20 17 .

By:

(Month) (Year)

(Secretary

Laura Andreski Contracting and Attesting Officer

(Print or type name)

Insituform Technologies, LLC (Corporate Title)

(SEAL)

### INSITUFORM TECHNOLOGIES, LLC

### ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

<u>Appointments by the President</u>. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed Laurie Andreski, Janet Hass, Jana Lause, Diane Partridge, Whittney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 21st day of April, 2017.

INSITUFORM TECHNOLOGIES, LLC

Assistant Secretary

### CONTRACT RENEWAL NO. 1 TO A PROJECT KNOWN AS CONTRACT NO. S-866 TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, BETWEEN INSITUFORM TECHNOLOGIES, LLC AND

### MIAMI-DADE COUNTY, FLORIDA

THIS CONTRACT RENEWAL No. 1 made this <u>22<sup>nd</sup></u> DAY OF <u>June</u>, 2017

BY AND BETWEEN MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (hereinafter called the "COUNTY") and Insituform Technologies, LLC (hereinafter called the "CONTRACTOR") for consideration set forth herein agree:

WITNESSETH, that the County and the Contractor, for the considerations set forth herein, agree that:

Pursuant to Section 1 of the above contract ("Contract") dated <u>May 6, 2015</u>, executed pursuant to County Resolution No. R-416-15 is hereby renewed for an additional term of one-year and modified as follows:

- 1. The contract amount is increased by \$3,050,025 for the one-year renewal period, making the total dollar amount awarded of up to \$9,150,075.
- 2. The one-year renewal period shall commence on the effective date of the Notice to Proceed and shall expire 365 calendar days from that date.
- 3. The parties agree that all work performed under the Contract for this renewal period shall be performed under the same terms and conditions and at the same unit prices provided in the Contract.
- 4. The County may, in its sole discretion, exercise a subsequent renewal under the terms and conditions provided in the Contract.

BY ITS BOARD OF

COUNTY COMMISSIONERS

All other terms and provisions in the original agreement remain unchanged.

IN WITNESS WHEREOF, THE PARTIES HERETO, BY THEIR DULY AUTHORIZED OFFICERS, HAVE EXECUTED THIS CONTRACT RENEWAL OPTION NO. 1 in four (4) counterparts, each of which shall be deemed an original contract renewal, all as of the day and year first hereinbefore written.

INSITUFORM TECHNOLOGIES, LLC

By: (Print)

Diane Partridge Contracting and Attesting Officer Title:

(Corporate Seal)

Witness Jana Lause

Mondreven Witness Laura Andreski

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Mayor OR Mayor's Designee ATTEST: HARVEY RUVIN CLERK OF THE BOARD BY: **Deputy Clerk** 2

### CERTIFIED RESOLUTION

I, Laura Andreski Contracting and Attesting Officer (Name)

<u>Insituform Technologies, LLC</u>, a Corporation organized and existing under the laws of the State of <u>Delaware</u>, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with law and the by-laws of the said Corporation:

"IT IS HE	EREBY RESOLVED that	Diane Partri	<sup>dge</sup> , the duly
elected	Contracting and Attesting Officer	of	(Name) Insituform Technologies, LLC
	(Title of Officer)		

be and is hereby authorized to execute and submit a <u>Contract and Surety Performance</u> <u>and Payment</u> <u>Bond</u> to Miami-Dade County, Florida, and the Miami-Dade Water and Sewer Department, respectively, for a certain Project entitled

### TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWER BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO. S-866, FIRST OPTION TO RENEW

and such other instruments in writing as may be necessary in behalf of the said Corporation, and that the Contract and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds."

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

Given under my hand and the Seal of the said Corporation this 25th day of  $^{May}$  , 20  $^{17}$  .

By:

(Month) (Year)

(Secretary)

Laura Andreski Contracting and Attesting Officer

(Print or type name)

Insituform Technologies, LLC (Corporate Title)

(SEAL)

### INSITUFORM TECHNOLOGIES, LLC

### **ASSISTANT SECRETARY'S CERTIFICATE**

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company, hereby certifies that:

1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

<u>Appointments by the President</u>. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed Laurie Andreski, Janet Hass, Jana Lause, Diane Partridge, Whittney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 21st day of April, 2017.

INSITUFORM TECHNOLOGIES, LLC

April A. Greer Assistant Secretary

Renewal Bond. 106207193 Renewal Term: 05/06/2017-05/06/2019

### SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We	Insituform Tec	hnologies, LLC		as Principal,
whose principal busin	ess address is	17988 Edison Avenue, Chesterfield, MO 63005		
as Contractor under th	he contract dated	May 6,	2015	, between
Principal and Miami-D	ade County for t	ne construction of:		

### TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION TO RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO. S-866, FIRST OPTION TO RENEW

(hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Travelers Casualty and Surety Company of America

, a corporation,

whose principal business address is <u>One Tower Square, Hartford, CT 06183</u> as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") for an aggregate amount up to <u>Three Million Fifty Thousand Twenty Five Dollars and No Cents</u> (U.S. Dollars) <u>\$3,050,025.00.</u> for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally. The County does not guarantee that the full amount of the Contract will be issued to, or paid to the contractor. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs all work due under the Contract, including but not limited to guarantees, warranties, and the curing of latent defects, said Contract being made a part of this bond by reference; and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
- 2. Promptly makes payments to all claimants, as defined in Section <u>255.05 (1)</u>, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
- 3. Pays County for all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the Work under the Contract; and
- 4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void, otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11 (3) (c), Florida Statutes.

S-866

### SURETY PERFORMANCE AND PAYMENT BOND

Any changes in or under the Contract Documents, and compliance or noncompliance with any formalities connected with the Contract or the changes, do not affect the Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the  $22^{nd}$  day of  $32^{nd}$ ,  $20^{17}$ .

CONTRACTOR:

ATTEST:

(Seal)

Secretary

Print or type name

Laura M. Andreski Contracting & Attesting Officer By: <u>plicine</u> antiqu

Insituform Technologies, LLC

Signature President, Managing Partner or Joint Venturer

Diane Partridge

Print or type name

Contracting & Attesting Officer
Official Title

17988 Edison Avenue

Chesterfield, MO 63005

Address

(636) 530-8000

Telephone

S-866

### SURETY PERFORMANCE AND PAYMENT BOND

By:

COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:

(Corporate Seal)

Travelers Casualty and Surety Company of America Printed Name of Surety

**One Tower Square** 

Hartford, CT 06183 Address of Surety

By:

Signature of Attorney-in-Fact\*

Andrew P. Thome, Attorney-in-Fact Printed name of Attorney-in-Fact

**One Tower Square** 

Hartford, CT 06183 Address of Attorney-in-Fact

(860) 277-0111 Telephone of Attorney-in-Fact Signature of Recident Florida Agent\*\*
Patrick Glenn Palmer
Printed name of Agent

1 North Dale Mabry Highway

Tampa, FL 33609 Address of Agent

(813) 357-6253 Telephone of Agent

\*Power of Attorney must be attached.

\*\*Copy of Agent's current Identification Card as issued by Commissioner must be attached.

S-866

SURETY PERFORMANCE AND PAYMENT BOND Page 3 of 3 State of Missouri County of St. Louis

On  $\underline{\text{Tune 22}}_{2017}^{2017}$  before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

**ANDREA MCCARTHY** Notary Public – Notary Seal State of Missouri, St. Charles County Commission # 15636518 My Commission Expires July 30, 2019 My Commission Expires

Andrea McCarthy **Notary Public** 

360212-6-66



# TRAVELERS

### POWER OF ATTORNEY

**Farmington Casualty Company Fidelity and Guaranty Insurance Company** Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company **Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America** United States Fidelity and Guaranty Company



Certificate No. 007161455

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Johnessee, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedemeier, Amanda L. Williams, Georgina Fink, and Andrea McCarthy

Missouri of the City of \_\_\_\_\_ Chesterfield \_\_\_, State of\_\_\_\_ \_, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

27th IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this \_ 2017 March day of

**Farmington Casualty Company** St. Paul Mercury Insurance Company Fidelity and Guaranty Insurance Company **Travelers Casualty and Surety Company** Fidelity and Guaranty Insurance Underwriters, Inc. Travelers Casualty and Surety Company of America St. Paul Fire and Marine Insurance Company **United States Fidelity and Guaranty Company** St. Paul Guardian Insurance Company

State of Connecticut City of Hartford ss.

27th

Robert L. Raney, Senior Vice President

2017, before me personally appeared Robert L. Raney, who acknowledged himself to March On this the day of be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

By:

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



anie C. Jetneau

Marie C. Tetreault, Notary Pub

58440-5-16 Printed in U.S.A.

### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2222 day of June, 2017

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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ACORD.	CERT	ÍFÍ	C#	: Ate of liabil	_  7\	/ INSU	RANCE	· ·		(MM/DD/YYYY)	
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BELOW. THIS CERTIFIC REPRESENTATIVE OR P	ATE OF INSUF	D THE	E DO E CEI	ES NOT CONSTITUTE A CO RTIFICATE HOLDER.	nd or DNTRA	ALTER THE	N THE ISSUI	AFFORDED BY THE POLI NG INSURER(S), AUTHOR	CIES	- "	
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PRODUCER Lockton Compa	nies				CONT	TACT					
Three City Place Drive, Suite 900 St. Louis MO 63141-7081					PHONE FAX (A/C, No, Ext):						
(314) 432-0500			1 4	acu	E-MAI ADDR					· · ·	
				99	INSU	ERA: Gree	NSURER(S) AFF	ORDING COVERAGE	5	NAIC #	
INSURED Insituform Techr	ologies, LLC		•		INSURER A: Greenwich Insurance Company 110795         22322           INSURER B: ACE American Insurance Company 12257         22667						
1347989 17988 Edison A Chesterfield MO	/enue 63005				INSUF	RER C: Inden	nity Insuranc	e Co of North America	<u></u>	22667 43575	
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X XCU GEN'L AGGREGATE LIMIT	APPLIES PER:							PERSONAL & ADV INJURY		0,000	
POLICY X PRO-	X LOC							GENERAL AGGREGATE	\$ 4,00		
OTHER					-			PRODUCTS - COMP/OP AGG	\$ 4,00 \$	0,000	
B AUTOMOBILE LIABILITY		Y	Ν	ISAH09043330		7/1/2016	7/1/2017	COMBINED SINGLE LIMIT	\$ 2,00	0.000	
X ANY AUTO								BODILY INJURY (Per person)		XXXXX	
ALL OWNED AUTOS	SCHEDULED AUTOS							BODILY INJURY (Per accident		XXXXX	
HIRED AUTOS	NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)		XXXXX	
UMBRELLA LIAB	1			1					\$ XX2	XXXXX	
EXCESS LIAB	OCCUR CLAIMS-MADE			NOT APPLICABLE				EACH OCCURRENCE		XXXXX	
DED RETENTIO								AGGREGATE		XXXXX	
B WORKERS COMPENSATION	r ,		N	WLRC48607354 (CA/MA)		7/1/2016	7/1/2017	X PER OTH-	\$		
C ANY PROPRIETOR/PARTNER/EXE OFFICER/MEMBER EXCLUDED?		N/A		WLRC48607342 (AOS)		7/1/2016	7/1/2017	X PER OTH- ELL EACH ACCIDENT	\$ 1,000	0.000	
(Mandatory in NH)						·.		E.L. DISEASE - EA EMPLOYEE	\$ 1,000		
If yes, describe under DESCRIPTION OF OPERATIONS b	elow							E.L. DISEASE - POLICY LIMIT	\$ 1,000		
DESCRIPTION OF OPERATIONS / I RE: EMERGENCY REHABIT	OCATIONS / VEH	ICLES	(Atta	ch ACORD 101. Additional Rem	arks Sc	hedule may b	e attached if -	ore space is seculi "			
PIPE I INE METHOD PPO #		TDAT	TAT DI	SWER AT NE ZUTH TERK	ACEA	AND NORTH	H BAYSHOR	E DRIVE BY THE CURI	ED-IN-PI	LACE	
LIABILITY AS REOURED B	Y WRITTEN (	ONT	PAC	T DIT ON V WITTI DEC	INSU. SPECT	RED UNDE	R GENERAL ITY ARISING	LIABILITY AND AUTO	MOBILI	E FD'9	
OPERATIONS. **SEE ATTAC	HED ENDOR:	SEMIE	SN12	**				τ	<b>U `</b>		
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S.	NTE	3457	EN	ENT DIVISION	THE EX	PIRATION DA	TE THEREOF, THE POLICY PR	NOTICE WILL BE DELIVERE			
ы.	TE_OL	21	2:	9/16	10000		THE POLICY PR	ROVISIONS,	00		
13704679		I		AU	THORIZ	ZED REPRESE	NTATIVE				
MIAMI-DADE COUNTY 111 N.W. 1ST STREET, S	UITE 2340										
MIAIMI FL 33128								-			
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CODD 25 (2044/04)						-	$\sim$	en X			
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