

AGREEMENT FOR DRAINAGE REHABILITATION IMPROVEMENT PROGRAM

THIS AGREEMENT is entered into this ____ day of ______, 2019, by and between the <u>CITY OF OCALA</u>, a Florida municipal corporation ("City" or "Owner") and <u>MARION ROCK, INC.</u>, a Florida registered corporation (EIN: 59-3402323), located at 5979 Maricamp Road, Ocala, Florida 34472 ("Contractor").

WHEREAS:

The City of Ocala issued an <u>Invitation to Bid</u> on January 30, 2019 for **ITB# CIP/190002: Drainage Rehabilitation Improvement Program.**

Three (3) bidders responded, and Marion Rock, Inc. was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

- SERVICES. Contractor will provide all materials, labor, and equipment to provide drainage rehabilitation improvement program services on an as-needed basis for the City as described, and pursuant to the scope of service set forth on the attached Exhibit A -Scope of Work; and underlying ITB# CIP/190002. The contract, and all exhibits, hold precedence over the ITB documents.
- COMPENSATION. City shall pay Contractor for the performance of the work, and in accordance with the contract documents, a maximum limiting amount of \$3,000,000 (THREE MILLION DOLLARS AND 00/100 CENTS) based on the unit prices forth in Exhibit B Price Proposal.
- 3. TERM & TERMINATION. This Agreement shall begin on May 9, 2019 and terminate at the end of the business day on May 8, 2021. This Agreement may, by written consent between City and the Contractor, be renewed for up to two (2) additional, one (1) year periods. Any pricing increase for contract renewal will be subject to negotiation, as approved by the City. In no case will the increase exceed three percent (3%) of the unit prices set forth in Exhibit B Price Proposal per CPI-U. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this Agreement shall have no effect



upon the rights of the parties that accrued prior to termination.

- 4. CONTRACT TIME. Contractor agrees that each project will be completed in the time agreed upon in writing between the City and Contractor. Contractor agrees to commence work on the date specified in a written "Notice to Proceed" (NTP) issued by the City for each project assigned. Such "Notice to Proceed" will be issued at the pre-construction conference, after the Contractor and City Project Manager have agreed upon the schedule. At no time will the Contractor be allowed to lag behind. A new "Notice to Proceed" for additional projects will not be issued if the Contractor has failed to properly complete and close out previous projects issued under this Agreement.
 - A. The Contract Time for a project may be changed only by a Change Order. Any request for an extension in the Contract Time shall be based on written notice delivered to City or its Representative within seven (7) days of the occurrence of the event giving rise to the request. Notice of the extent of the request with supporting data shall be delivered within seven days of such occurrence unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City. Any change in the Contract Time resulting from any such request shall be incorporated in a Change Order.
 - B. The Contract Time for a project will be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but not be limited to, acts for neglect by the City, or to fires, floods, epidemics, or acts of God as determined by the City.
 - C. All time limits for Contractor's performance stated in the Contract or any project initiated hereunder are of the essence of the Agreement. The provisions of this section shall not exclude recovery by the City or damages (including compensation for additional professional services) for delays by Contractor.
- LIQUIDATED DAMAGES. Liquidated damages will be based upon the total value of each individual project shown in the table below for each calendar day that expires after the time specified for Substantial Completion until the work is substantially completed.

Individual Project Cost	Liquidated Damages
\$50,000 and under	\$956
Over \$50,000 but less than \$250,000	\$964
\$250,000 but less than \$500,000	\$1,241
\$500,000 but less than \$2,500,000	\$1,665



- A. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the agreed upon projected times or any proper extension thereof granted by the City, the Contractor shall pay an additional \$200 per day for each calendar day that expires after the time specified until Final Completion and acceptance of the project by the City.
- B. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the City of any of its rights under the contract.
- C. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the work is not met within the time specified for final completion of all work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
- D. The City shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of this Contract within the time stipulated.
- E. The Contractor shall pay, in addition to liquidated damages, all expenses for inspection and superintendence after the date fixed for completion including all necessary traveling expenses connected therewith.
- F. Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Permission allowing the Contractor to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement.
- 6. RETAINAGE. Retainage under the Contract Documents is held as collateral security to secure completion of the work. Payment shall be made each month in the amount of ninety-five percent (95%) of the estimated value of the services provided at the job site during the previous calendar month, provided the work is reasonably complete. The City will withhold five percent (5%) of the amount of each progress payment. The last payment



- due for this contract will be paid by the City to the Contractor only after the Contractor has furnished the City the Consent of Surety of the recorded bond for final payment.
- 7. PROGRESS REPORTS/UPDATED SCHEDULES. A progress report and updated project schedules must be submitted with each monthly pay request indicating the Percent of Services Completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event a project is suspended or abandoned.
- 8. **TIMELY PAYMENT FOR PURCHASES OF CONSTRUCTION SERVICES.** Payments shall be made no later than the time periods established by Section 218.735, Florida Statutes.
- 9. CITY'S RIGHT TO WITHHOLD PAYMENT. In the event City becomes informed that any representations of Contractor provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Contractor immediately in writing. Contractor will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to the Contractor.
- 10. **PUBLIC CONSTRUCTION BOND.** The Contractor is required to furnish a certified, recorded Public Construction Bond in the amount of **\$500,000**, as per Florida Statute §255.05 as security for the faithful performance of the payment of all bills, and obligations arising from the performance of the Contract.
- 11. MAINTENANCE AND GUARANTEE BOND. The Contractor is required to furnish a Maintenance and Guarantee Bond in the amount of 10% of the total project value prior to final payment, for a period of three (3) years for labor and materials from the date of final completion.
 - A. Prior to the City's receipt of a fully executed Maintenance and Guarantee Bond, Contractor will warrant all work completed during the term of this Agreement for labor and materials.
 - B. For continuing contracts, upon final completion of all projects at the end of the contract term, and, in order to determine the 10% value, the total project value will be calculated by the City Project Manager and provided to the Contractor.
- 12. WARRANTY. The Contractor warrants that all materials, equipment, or supplies furnished and all work performed under this contract will be new, of specified quality, free from



faults and defects, free from faulty design, and of sufficient size and capacity and of proper materials to meet in all respects the requirements of the contract. The Contractor shall obtain for the benefit of the City all standard warranties of subcontractors, suppliers, and manufactures of all material, equipment or supplies manufactured, furnished or installed and provide said warranties to the City before final payment will be authorized.

- 13. **CHANGE IN SCOPE.** Should the City and Contractor mutually agree to a change in the scope of services being provided during the term of this Agreement, an agreed to price adjustment shall be set forth in a written amendment to this Agreement. Pricing shall be based on unit prices set forth in this Agreement, when applicable.
- 14. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Contractor's performance. This evaluation will become public record.
- 15. **CONTRACT FULFILLMENT.** Contractors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.

16. CONTRACTOR REPRESENTATIONS.

- A. The Contractor has examined and carefully studied the Contract Documents and the other related data.
- B. The Contractor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
- C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- 17. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Contractor as noted in **Section 2** and detailed in **Exhibit B-Price Proposal** as follows:
 - A. The City will pay Contractor a total maximum limiting amount for each monthly period, as approved and invoiced, using the pricing schedule as noted in **Exhibit B.** The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
 - B. Contractor shall invoice the City monthly for ANY completed work accomplished during the preceding calendar month. Invoices for this Agreement will be prepared by



Contractor, and submitted through the responsible City Project Manager at: <u>City of Ocala Engineering Department</u>, <u>Capital Improvement Projects Division</u>, <u>Jimmy Lopez</u>, 1805 NE 30th Avenue, <u>Bldg. 700</u>, <u>Ocala, Florida 34470</u>, <u>jlopez@ocalafl.org</u>. Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. One original of the invoice should be included with the submission.

- C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work or products deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Contractor promptly when work or products are subsequently performed/delivered to the City's satisfaction.
- 18. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
- 19. **CONTRACTOR'S RESPONSIBILITIES.** The following provisions are the responsibility of the Contractor and are provided with the expectation that each responsibility shall be adhered to:
 - A. Contractor shall supervise and direct all work under the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - B. Contractor shall comply with all Federal, State, and local laws, ordinances, rules and regulations applicable to the work, and be responsible for all costs associated with same.
 - C. Contractor shall operate and store construction equipment, stored materials and equipment, and the operations of workmen to only those areas prescribed by the City. The lay down area will be decided during the pre-construction meeting.
 - D. Contractor shall continue on the work and maintain the progress schedule during all disputes or disagreements. No work shall be delayed or postponed pending resolution



of any disputes or disagreements, except as Contractor and City may otherwise agree in writing.

- 20. RESPONSIBILITIES OF CITY. City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in Exhibit A. City has the authority to stop work or to suspend any work.
- 21. **PROJECT MANAGER/ENGINEER.** Each project undertaken pursuant to this Contract is under the control of the Project Engineer or Project Manager who may be referred to in the Contract Documents as, City, Owner, Engineer, or Project Manager as the context requires.

All work and material furnished under this contract shall be furnished under the direction of and to the satisfaction and approval of the Project Manager/Engineer. Should any dispute arise as to the quality or fitness of the materials or workmanship, the decision shall rest strictly with the Project Manager/Engineer, and shall be based upon the requirements as stated in the solicitation and Contractor's Bid response. This power and authority shall be confined to the direction or specification of what is to be done under this contract, and shall not extend to the actual execution of the work which shall be under the control of the Contractor, and for which the Contractor alone is responsible.

- 22. ADDITIONAL WORK BY OTHER ENTITIES. City may perform additional work related to any project, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.
 - A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.



- B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
- 23. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure" available at:

https://www.ocalafl.org/Home/ShowDocument?id=17908

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (January 2019) available at:

http://www.fdot.gov/programmanagement/Implemented/SpecBooks/

FDOT Design Standards can be obtained at:

http://www.fdot.gov/roadway/DS/18/STDs.shtm

24. MISCELLANEOUS INSURANCE PROVISIONS.

- A. <u>Insurance Requirements.</u> These insurance requirements shall not relieve or limit the liability of Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.
- B. <u>Deductibles</u>. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Contractor is responsible for the amount of any deductible or self-insured retention.
- C. <u>Certificates</u>. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement



Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

- *Non-rated insurers must be pre-approved by the City Risk Manager.
- D. <u>Failure to Maintain Coverage</u>. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.
- E. <u>Severability of Interests</u>. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
- 25. **LIABILITY INSURANCE.** Contractor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:
 - A. \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;
 - B. \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations;
 - C. Commercial General Liability policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

26. BUSINESS AUTO LIABILITY. Contractor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. The City must be an additional insured on the policy.



- 27. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY. Contractor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at statutory requirement limits. Contractor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.
- 28. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
- 29. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
 - All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
- 30. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.



- A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.
- 31. WORK SITE AND CLEANUP. Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
- 32. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by the City shall be completed as necessary to establish all proper alignments, right of way, easements, bench marks, elevations and grade stakes to complete all phases of this Contract. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.

The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If the Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at the Contractor's expense. It shall be the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operations, and replace same if undermined. Corner locations known by the City will be made available to the Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work



shall be given to the City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

- 33. MANUFACTURER SERVICES. The Contractor shall furnish manufacturer's representative as required to resolve assembly or installation problems with their products and systems. The Contractor shall conduct, with the assistance of the manufacturers/supplier's Representative, start-up and operational tests on the equipment and system. The Contractor shall submit prior to the issue of the Certificate of Substantial Completion, a certificate of proper installation by the manufacturer certifying that the system has been properly installed according to the Contract Documents and manufacturer's recommendations. In addition, Contractor shall furnish comprehensive manufacturer training to City staff on the operation of all equipment.
- 34. **SUBCONTRACTORS.** Contractor shall be fully responsible for all acts and omissions of his Subcontractors and other persons and organizations directly or indirectly employed by them. Nothing in the Contract shall create any contractual relationship between City or its Representative and any Subcontractor or other person or organization having a direct contact with Contractor, nor shall it create any obligation on the part of City or its Representative to pay or to seek the payments of any monies to any Subcontractor or other person or organization, except as may otherwise be required by law.
- 35. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
- 36. **EMERGENCIES**. In an emergency affecting the safety of life or property, the Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. The Contractor shall file with the City Project Manager the names, addresses and telephone numbers of their representatives



who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the City or the Public Inspectors.

- 37. INDEPENDENT CONTRACTOR STATUS. City expressly acknowledges the Contractor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Contractor performs hereunder.
- 38. **ACCESS TO FACILITIES.** City will provide Contractor with access to the Facilities to permit Contractor to meet its obligations hereunder.
- 39. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
- 40. **RIGHT OF CITY TO TAKE OVER CONTRACT.** If the work to be done under this Agreement shall be abandoned, or if said contractor shall become insolvent, or shall assign this contract or sublet the work hereunder without the written consent of the City, the Project Manager/Engineer shall then have the power and right to place additional men and equipment on said work and supply additional material, if necessary, and do such work as he may deem advisable for the completion of this contract. In determining the liability of the Contractor, under these circumstances, all sums actually paid for such completion shall be credited to the City, together with other elements of the damage above mentioned and certificate of the Project Manager/Engineer as to the amount of such liability shall be final and conclusive.
- 41. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
- 42. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.



- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.
- 43. **TAX EXEMPTION**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.



- 44. **EXCESS FUNDS**. Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.
- 45. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 46. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 47. **CONFLICT OF INTEREST.** Contractor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor must disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
- 48. NON-DISCRIMINATORY EMPLOYMENT PRACTICES. During the performance of the contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and onthe-job training.
- 49. **PUBLIC ENTITY CRIMES.** Contractor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the



construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

- 50. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering any of the following: Contractor has been placed on the Scrutinized Companies that Boycott Israel List; is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
- 51. DEFAULT. This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Contractor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of the Contractor including, but not limited to, any of the following:
 - A. Contractor fails to adequately perform the services set forth in the specifications of the Agreement;
 - B. The Contractor provides material that does not meet the specifications of the Agreement;
 - C. Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - D. Contractor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the Agreement.
- 52. **REMEDIES/OPPORTUNITY TO CURE.** If Contractor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Contractor detailing Contractor's violations and giving Contractor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by



the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of Contractor hereunder.

Notwithstanding City's termination of the Agreement, Contractor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another Contractor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Contractor by: (a) Deduction from an unpaid balance, (b) Placing a claim against the Public Construction Bond, or (c) Any other remedy as provided by law.

- 53. **NON-FUNDING.** In the event sufficient budgeted funds are not available or depleted, City shall notify the Contractor of such occurrence and contract shall terminate without penalty or expense to the City.
- 54. **TERMINATION FOR CONVENIENCE.** City may, at any time and for any reason, terminate Contractor's services and work at City's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Contractor as permitted by the contract and approved by City.
- 55. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
- 56. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.



For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under the contract.

If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Contractor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Contractor shall be entitled to an extension of time only, provided however, that in no event shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

- 57. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- 58. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
- 59. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- 60. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently

CONTRACT# CIP/190002



delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Marion Rock, Inc.

James Boutwell

5979 SE Maricamp Road Ocala, Florida 34472 Phone: 352-687-2083

E-mail: jboutwell@marionrock.com

If to City of Ocala: Tiffany Kimball, Contracting Officer

110 SE Watula Avenue, 3rd Floor

Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025

E-mail: tkimball@ocalafl.org

Copy to: Patrick G. Gilligan, Esquire

Gilligan, Gooding, Franjola & Batsel, P.A.

1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237

E-mail: pgilligan@ocalalaw.com

61. ATTORNEYS' FEES. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.



- 62. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 63. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
- 64. JURISDICTION AND VENUE. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
- 65. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
- 66. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be



- construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
- 67. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
- 68. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- 69. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
- 70. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 71. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- 72. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 73. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Contractor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below, and as referenced in Section 23:



Project Specifications. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

If there is a conflict within the exhibits or project specifications regarding scope of service, the order of precedence is as follows: (1) Exhibit A, (2) Exhibit C, (3) Project Specifications, then (4) Exhibit B.

Exhibit A: Scope of Work (A-1 through A-5)

Exhibit B: Price Proposal (B-1 through B-11)

Exhibit C: Detailed Measurement and Payment (C-1 through C-3)

Exhibit D: Project Sign Detail (D-1 through D-2)

74. LEGAL AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF OCALA:

Angel B. Jacobs

City Clerk

Mary S. Rich

City Council President

Approved as to form and legality:

MARION ROCK, INC.

Robert W. Batsel, Jr.

Assistant City Attorney

Visa Procident or higher

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ACCEPTED BY CITY COUNCIL

OFFICE OF THE CITY CLERK

Contractor will provide construction of various storm water projects on an as-needed basis within the City's service area. All work will be coordinated with City Project Manager Jimmy Lopez, 352-351-6754, jlopez@ocalafl.org.

Contractor will provide all materials, labor and equipment to complete the Annual Drainage Rehabilitation Improvement Program, including but not limited to the following:

SECTION 1 - GENERAL CONSTRUCTION

- · Clearing/grubbing
- Surveys/asbuilts
- Grading
- · Seed and mulch and sod restorations
- · Removal and replacement of fencing
- Installation of new fencing
- Miscellaneous concrete

SECTION 2 - STORMWATER CONSTRUCTION

- Installation of new stormwater systems
- Cleaning existing pipes structures
- Installation of Suntree Filtration Systems
- Ditch replacements or improvements
- · Sinkhole repair
- · Crane contracting
- · Constructing of new DRAs
- · De-mucking of existing DRAs
- · Abandonments of existing storm water infrastructure
- Directional boring
- · Installation of new stormwater force mains
- Jack and bore
- By-pass pumping

SECTION 3 - ROAD CONSTRUCTION

- · Removal and replacement of asphalt
- · Removal and replacement concrete sidewalks, and curb
- Removal and replacement of traffic signs, striping and signal loops
- · Installation of pavement markings

Contractor Responsibilities

- Contractor must perform a minimum of 70% of the work with its own forces. All work
 must be performed to current City of Ocala Standards and Specifications and must be
 coordinated through the City Project Manager.
- Contractor and all sub-contractors will be required to conform to the labor standards and employment requirements set forth within the scope of work. All work shall be performed under the supervision of a qualified, competent foreman or supervisor.
- Contractor must provide a valid telephone number and address to the City Project
 Manager. The phone must be answered during normal working hours, or voicemail
 must be available to leave a message. On this contract, an emergency after-hours
 phone number must also be provided. All work shall be coordinated through the City
 Project Manager.
- Contractor must have one person that is FDOT Temporary Control (TTC) certified on site always during construction. A City of Ocala Right-of Way (ROW) permit must be submitted one week prior to all projects starting, except when lane or road closures are needed to perform project work. After that, Contractor must submit a Maintenance of Traffic (MOT) Plan and give a minimum two (2) week notice to the city prior to project starting.
- All projects where construction exceeds one month in length must have a detailed project schedule submitted to the Project Manager prior to ground breaking on site.
- Locate, protect, and relocate any and all underground utilities necessary to complete
 the work specified in the contract, and verify all field conditions, measurements, and
 elevations.
- Backfilling and compaction procedures shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and FDOT Design standards (latest edition), or as otherwise directed in writing by the City of Ocala.
- All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square.
 Water will be used during all saw cuts in asphalt and or concrete to limit dust.
- If work to be done has no line item unit price in the contract, a written proposal of the work must be agreed upon prior to the work being started.
- A City project sign must be present at the project site.

• Contractor will be responsible for any testing needed during the projects.

Additional Information

- The diameter of the manholes are six feet.
- The Suntree Boxes range from 10' deep to 25' deep depending on project type.
- The City will provide the Suntree Boxes.

Erosion, Sediment, and Flood Control

- Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
- The City of Ocala is entrusting the Contractor to care for and maintain roadways, existing storm/sewer structures, and facilities during construction. The continual quality of the maintenance during construction of roadways, structures, and facilities will be a direct reflection, under public scrutiny, of the quality and integrity of the Contractor. Lack of daily maintenance will cause the project to be stopped until issues are addressed.

Construction Work Areas

The City is not responsible for providing property or lay down yards to the Contractor for its materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. Utilizing private property without written permission is prohibited. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material and equipment staging areas will be kept in a clean and orderly fashion. Material will be transported to the proper station for construction, assembly. Provide on-site sanitary facilities as required by governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction.

Construction work area must be backfilled or protected by construction fencing at the end of each business day. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT-approved steel road plate before the roadway can be opened to traffic. If millings are used, the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

Cleaning & Cutting During Construction

The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory. Sweep all roadways affected by the construction and adjacent to work area daily. Provide approved containers for collection and disposal of waste materials, and debris. When construction material or debris has washed, flowed, fallen, or been discarded into ditches, gutters, drains, catch basins, or elsewhere (either within the construction limits or on public or private property), as a result of Contractor operations, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, etc., kept in a clean and neat condition. This operation is expected to be performed on a daily basis. It shall be up to the Contractor to restore in an acceptable manner all property, both public and private, which has been disturbed by the Contractor during execution of the contract.

Safety and Protection

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Such responsibility does not relieve Sub-contractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws and regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to: all persons on the site or who may be affected by the work; all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

Contractor shall notify Owner; the owners of adjacent property, underground facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the site when prosecution of the work may affect them. The City may stop work at any time an unsafe condition arises on site. Work will be authorized to continue after the unsafe condition has been corrected.

Working Hours/Weather Days

The City's normal working hours are Monday through Friday from 7:00 a.m. to 5:00 p.m. If additional hours are necessary, the Contractor must give 48 hours' advance notice to the Project Inspector/Project Manager. Night work will be allowed if it would result in less impact to the public or reduced safety issues. No work will be permitted on City-observed holidays. Some work including, but not limited to, abandonments existing piping systems, as well as connections, replacements, extensions thereto and thereof may necessitate work being done after or before normal work hours, said decision resting solely with the Engineer. Normally, such extended hours will be required only to maintain service to existing customers or to minimize inconvenience to those customers or members of the public. This shall be considered incidental to the construction and no additional compensation shall be allowed therefore.

The Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and prosecution of work will be considered in the determination for granting additional days.

Removed Facilities

Per the City's discretion, all equipment such as pumps, panels, meter boxes, etc., downtown brick pavers, excavated material and SCADA equipment, must be delivered and turned over to the City. Coordination shall be made with the City Project Manager.

Exhibit B - Price Proposal

Item	Description	Unit of Measure	Unit Cost
General Co	onstruction (012200-1.5)		
G-03	PROJECT SIGN	EA	\$1,000.00
G-04	EMERGENCY AFTER HOURS CALL OUT	HR	\$650.00
G-05-1	MAINTENANCE OF TRAFFIC	DAY	\$650.00
G-05-2	MAINTENANCE OF TRAFFIC	HR	\$250.00
G-06	SILT FENCE & SEDIMENT CONTROL	LF	\$5.00
G-07	TREE PROTECTION/CONSTRUCTION FENCE	LF	\$10.00
G-08	REMOVE & RELOCATE MAILBOXES	EA	\$300.00
G-09	CLEARING AND GRUBBING - LIGHT	SY	\$20.00
G-10	CLEARING AND GRUBBING - HEAVY	SY	\$20.00
G-11	EXCAVATION	CY	\$5.00
G-12-1	IMPORTED BACKFILL MATERIAL	CY	\$21.50
G-12-2	IMPORTED BACKFILL MATERIAL, CLAY MATERIAL FOR SINKHOLE REPAIR	CY	\$44.00
G-14	CONSTRUCTION OF BERM	CY	\$30.90
G-15	GRADING	SY	\$1.00
G-16	DRA DEWATERING	LS	\$3,000.00
G-17-1	REMOVE & REPLACE UNSUITABLE MATERIAL	CY	\$27.00
G-17-2	REMOVE UNSUITABLE MATERIAL	CY	\$11.50
G-18	STABALIZE SUBGRADE AND SUB-BASE	SY	\$4.50
G-19-1	LIMEROCK BASE 6"	SY	\$14.00
G-19-2	LIMEROCK BASE 12"	SY	\$16.00
G-20-1	#57 STONE	CY	\$65.00
G-20-2	TEMPORARY CONSTRUCTION TRACKING PAD	LS	\$3,000.00
G-21-1	REMOVAL OF EXISTING CONCRETE	SY	\$9.75
G-21-2	REMOVAL AND REPLACEMENT OF EXISTING CONCRETE	SY	\$55.00
G-22	REMOVAL OF EXISTING CONCRETE CURB AND GUTTER	LF	\$6.00
G-23-1	CONCRETE FILL	CY	\$180.00
G-23-2	CONRETE PUMP	HR	\$405.00
G-24	ASPHALT COATINGS	GAL	\$20.50
G-25-1	ASPHALT PAVEMENT REMOVAL	SY	\$4.50
G-25-2	ASPHALT PAVEMENT REMOVAL AND REPLACEMENT	SY	\$22.70
G-26	TEMPORARY ASPHALT MILLINGS	SY	\$45.00
G-31	ASPHALT MILLING AND REPLACEMENT	SY	\$90.00
G-32-1	ASPHALT PAVEMENT SUPERPAVE 9.5	TN	\$190.00
G-32-2	ASPHALT PAVEMENT SUPERPAVE 12.5	TN	\$190.00
G-33	ROADWAY GAURDRAIL	LF	\$500.00
G-34-1	OBJECT MARKER, TYPE 1	EA	\$400.00
G-34-2	OBJECT MARKER, TYPE 2	EA	\$400.00
G-34-3	OBJECT MARKER, TYPE 3	EA	\$400.00
G-34-4	OBJECT MARKER, TYPE 4	EA	\$400.00
G-35-1	DELINEATOR, FLEXIBLE TUBULAR	EA	\$280.00
G-35-2	DELINEATOR, NON-FLEXIBLE	EA	\$265.00
G-35-3	DELINEATOR, FLEXIBLE HIGH VISIBILITY MEDIAN	EA	\$605.00
G-35-4	DELINEATOR, FLEXIBLE HIGH PERFORMANCE	EA	\$350.00
G-36	RUMBLE STRIPES	PS	\$250.00

Exhibit B - Price Proposal

Item	Description	Unit of Measure	Unit Cost
G-37	GROUNDING ELECTRODE	FT	\$75.00
G-38-1	SIGNAL CONDUIT, FURNISH & INSTALL UNDERGROUND	LF	\$100.00
G-38-2	SIGNAL CONDUIT, FURNISH & INSTALL, SAWCUT & PLACE UNDER EXISTING PAVEMENT	LF	\$100.00
G-38-3	SIGNAL CONDUIT, F & I, UNDERGROUND-JACKED	LF	\$150.00
G-39-1	SPAN WIRE ASSEMBLY, F & I, SINGLE POINT, DIAGONAL	PI	\$10,650.00
G-39-2	SPAN WIRE ASSEMBLY, F & I, TWO POINT, DIAGONAL	PI	\$9,750.00
G-39-3	SPAN WIRE ASSEMBLY, F & I, TWO POINT, BOX	PI	\$11,500.00
G-39-4	SPAN WIRE ASSEMBLY, ADJUST	PI	\$2,600.00
G-39-5	SPAN WIRE ASSEMBLY, ADJUST, TWO POINT, BOX	PI	\$3,900.00
G-40	PULL & JUNCTION BOX, F & I, PULL BOX	EA	\$1,200.00
G-41	PULL & JUNCTION BOXES, INSTALL	EA	\$1,000.00
G-42	PULL & JUNCTION BOXES, RELOCATE	EA	\$1,000.00
Stormwate	er Construction	OF STATE	
G-43-1	4' DIA. STORMWATER MANHOLE 0'-6'	EA	\$1,910.00
G-43-2	4' DIA. STORMWATER MANHOLE 6'-12'	EA	\$2,785.00
G-43-3	4' DIA. STORMWATER MANHOLE 12'-18'	EA	\$4,287.00
G-43-4	4' DIA. STORMWATER MANHOLE 18'-24'	EA	\$5,530.00
G-43-5	6' DIA. STORMWATER MANHOLE 0'-6'	EA	\$3,472.00
G-43-6	6' DIA. STORMWATER MANHOLE 6'-12	EA	\$4,620.00
G-43-7	6' DIA. STORMWATER MANHOLE 12'-18'	EA	\$6,457.00
G-43-8	6' DIA. STORMWATER MANHOLE 18'-24'	EA	\$7,690.00
G-43-9	7' DIA. STORMWATER MANHOLE 0'-6'	EA	\$6,130.00
G-43-10	7' DIA. STORMWATER MANHOLE 6'-12'	EA	\$7,720.00
G-44-1	REMOVE & REPLACE STORMWATER MANHOLE, 0'-6'	EA	\$4,015.00
G-44-2	REMOVE & REPLACE STORMWATER MANHOLE, 6'-12'	EA	\$5,285.00
G-44-3	REMOVE & REPLACE STORMWATER MANHOLE, 12'-18'	EA	\$7,370.00
G-44-4	REMOVE & REPLACE STORMWATER MANHOLE, 18'-24'	EA	\$8,945.00
G-44-5	TYPE C STORMWATER INLET, 0'-6'	EA	\$2,000.00
G-44-6	TYPE C STORMWATER INLET, 6'-12'	EA	\$2,711.00
G-44-7	TYPE C STORMWATER INLET,12'-18'	EA	\$5,000.00
G-44-8	TYPE C STORMWATER INLET, 18'-24'	EA	\$6,000.00
G-44-9	TYPE D STORMWATER INLET, 0'-6'	EA	\$3,000.00
G-44-10	TYPE D STORMWATER INLET, 6'-12'	EA	\$3,400.00
G-44-11	TYPE D STORMWATER INLET, 12'-18'	EA	\$5,340.00
G-44-12	TYPE D STORMWATER INLET, 18'-24'	EA	\$7,250.00
G-44-13	TYPE E STORMWATER INLET, 0'-6'	EA	\$2,800.00
G-44-14	TYPE E STORMWATER INLET, 6'-12'	EA	\$3,700.00
G-44-15	TYPE E STORMWATER INLET, 12'-18'	EA	\$5,495.00
G-44-16	TYPE E STORMWATER INLET, 18'-24'	EA	\$7,500.00
G-44-17	TYPE 1 STORMWATER INLET, 0'-6'	EA	\$2,000.00
G-44-18	TYPE 1 STORMWATER INLET, 6'-12'	EA	\$2,615.00
G-44-19	TYPE 1 STORMWATER INLET, 12'-18'	EA	\$4,150.00
G-44-20	TYPE 1 STORMWATER INLET, 18'-24'	EA	\$6,000.00
G-44-21	TYPE 2 STORMWATER INLET, 0'-6'	EA	\$2,000.00
G-44-22	TYPE 2 STORMWATER INLET, 6'-12'	EA	\$2,612.00

\$85.00	ΓĿ	42" RCP STORMWATER PIPE, 12'-18'	LZ-97-9
00.87\$	-31 -31	42" RCP STORMWATER PIPE, 6'-12'	97-97-9
00.87\$	- J1	42" RCP STORMWATER PIPE, 0'-6'	G-46-25
00.27\$	- J.	36" RCP STORMWATER PIPE, 18-24"	P7-97-9
00.69\$	- 11 - 1	36" RCP STORMWATER PIPE, 12'-18'	6-46-23
00.89\$	- TE	36" RCP STORMWATER PIPE, 6'-12'	22-94-5
02.00\$	∃7.	36" RCP STORMWATER PIPE, 0'-6'	12-9p-9
\$62.05		30" RCP STORMWATER PIPE, 18'-24'	G-46-20
02.92\$	 	30" RCP STORMWATER PIPE, 12'-18'	61-97-9
00.64\$		30" RCP STORMWATER PIPE, 6'-12'	81-97-9
00.74\$	ΓĿ	30" RCP STORMWATER PIPE, 0'-6'	Z1-97-9
S1.84\$	٦٦	24" RCP STORMWATER PIPE, 18'-24'	91-94-5
07.Sh\$	ΤF	24" RCP STORMWATER PIPE, 12'-18'	91-97-9
\$3.25	ΓĘ	24" RCP STORMWATER PIPE, 6'-12'	t1-9t-9
05.55\$	ΙL	24" RCP STORMWATER PIPE, 0'-6'	6-46-13
05.04\$	ΓĿ	18" RCP STORMWATER PIPE, 18'-24'	G-46-12
28.4.85	ΙL	18" RCP STORMWATER PIPE, 12'-18'	11-97-9
\$27.00	ΓĿ	18" RCP STORMWATER PIPE, 6'-12'	01-9 1 -9
\$26.00	ΓĿ	18" RCP STORMWATER PIPE, 0'-6'	6-97-5
01.75\$	٦٦	15" RCP STORMWATER PIPE, 18'-24'	8-97-9
26.15\$	ΗT	15" RCP STORMWATER PIPE, 12'-18'	L-97-9
\$24.00	٦٦	15" RCP STORMWATER PIPE, 6'-12'	9-97-9
\$23.00	ΤF	15" RCP STORMWATER PIPE, 0'-6'	5-97-5
00.29\$	٦٦	12" RCP STORMWATER PIPE, 18'-24'	t-9t-5
00.04\$	٦٦	12" RCP STORMWATER PIPE, 12'-18'	E-97-9
00.62\$	ΙL	12" RCP STORMWATER PIPE, 6'-12'	G-46-2
\$56.00	ΓF	12" RCP STORMWATER PIPE, 0'-6'	1-94-5
00.007\$	A3	STORMWATER MANHOLE COVER ADJUSTMENTS	G-45
00.282,08	Α∃	TYPE 9 STORMWATER INLET, 18-24'	07-44-40
00.970,2\$	A3	TYPE 9 STORMWATER INLET, 12'-18'	65-44-39
00.272,5\$	Α∃	TYPE 9 STORMWATER INLET, 6'-12'	G-44-38
\$2,585.00	A3	TYPE 9 STORMWATER INLET, 0'-6'	G-44-37
00.099,2\$	Α∃	TYPE 6 STORMWATER INLET, 18'-24'	98-44-9
00.061,4\$	A∃	TYPE 6 STORMWATER INLET, 12'-18'	G-44-35
\$5,680.00	Α∃	TYPE 6 STORMWATER INLET, 6'-12'	P-44-34
00.218,1\$	Α∃	TYPE 6 STORMWATER INLET, 0'-6'	6-44-33
00'099'5\$	A3	TYPE 5 STORMWATER INLET, 18'-24'	G-44-32
00.061,4\$	A3	TYPE 5 STORMWATER INLET, 12'-18'	G-44-31
\$5,680.00	Α∃	TYPE 5 STORMWATER INLET, 6'-12'	G-44-30
00.277,1\$	A3	TYPE 5 STORMWATER INLET, 0'-6'	G-44-29
00'000'9\$	¥3	TYPE 4 STORMWATER INLET, 18'-24'	6-44-28
00.021,4\$	A∃	TYPE 4 STORMWATER INLET, 12'-18'	G-44-27
\$2,612.00	A3	TYPE 4 STORMWATER INLET, 6'-12'	97-44-5
\$2,000.00	A∃	TYPE 4 STORMWATER INLET, 0'-6'	6-44-25
00'000'9\$	A3	TYPE 2 STORMWATER INLET, 18'-24'	6-44-24
00.021,4\$	A3	TYPE 2 STORMWATER INLET, 12'-18'	6-44-23
Jeo2 JinU	To finU PruseeM	Description	metl

Item	Description	to tinU	Jeo JinU
9C-9V-	A2" RCP STORMANATER DIDE 18"-2A"	Measure	27 782
82-97-	42" RCP STORMWATER PIPE, 0'-6'.	<u>∃</u>]	27.78\$ 00.88\$
08-9t-9	48" RCP STORMWATER PIPE, 6'-12'	- I	\$92.00
18-97-	48" RCP STORMWATER PIPE, 12'-18'	47	05.36\$
75-97-	48" RCP STORMWATER PIPE, 18"-24"	47	\$102.50
££-97-	15" X 18" ERCP STORMWATER PIPE, 0'-6'	- II	00.25\$
78-97-	15" X 18" ERCP STORMWATER PIPE, 6'-12"	 	00.75\$
58-97-	12" X 18" ERCP STORMWATER PIPE 12'-18'	٦٦	02.44\$
98-97-	12" X 18" ERCP STORMWATER PIPE, 18'-24'	47	SS:0S\$
ZE-97-!	14" X 23" ERCP STORMWATER PIPE, 0'-6'	47	27.75\$
88-91-	14" X 23" ERCP STORMWATER PIPE, 6'-12'	٦٦	05.68\$
68-97-	14" X 23" ERCP STORMWATER PIPE, 12'-18'	٦٦	22.74\$
07-97-	14" X 23" ERCP STORMWATER PIPE, 18'-24'	٦٦	06.52\$
18-94-	19" X 30" ERCP STORMWATER PIPE, 0'-6'	-11	\$40.25
78-94-	19" X 30" ERCP STORMWATER PIPE, 6'-12'	٦٦	00.54\$
1-46-33	19" X 30" ERCP STORMWATER PIPE, 12'-18'	٦٦	07.64\$
78-97-	19" X 30" ERCP STORMWATER PIPE, 18'-24'	٦٦	SE:9S\$
98-97-	24" X 38" ERCP STORMWATER PIPE, 0'-6'	٦٦	05.00\$
98-97-	24" X 38" ERCP STORMWATER PIPE, 6'-12'	٦٦	00.59\$
7E-84-	24" X 38" ERCP STORMWATER PIPE, 12'-18'	ΓĘ	\$2.69\$
88-94-	24" X 38" ERCP STORMWATER PIPE, 18'-24'	٦٦	06.27\$
68-91-	29" X 45" ERCP STORMWATER PIPE, 0'-6'	47	04.96\$
07-97-	S9" X 45" ERCP STORMWATER PIPE, 6'-12'	ΤĿ	05.86\$
lp-9b-!	29" X 45" ERCP STORMWATER PIPE, 12'-18'	٦٦	27.701\$
77-97-!	29" X 45" ERCP STORMWATER PIPE, 18'-24'	٦٦	04.411\$
£Þ-9Þ-!	34" X 53" ERCP STORMWATER PIPE, 0'-6'	٦Ł	04.742\$
ヤヤ-9ヤ-!	34" X 53" ERCP STORMWATER PIPE, 6'-12'	٦٦	01.692\$
St-9t-!	34" X 53" ERCP STORMWATER PIPE, 12'-18'	٦٦	06.29£\$
97-97-	34" X 53" ERCP STORMWATER PIPE, 18'-24'	ΙT	\$427.35
Lヤ-9ヤ-!	REMOVE & REPLACE 12" RCP STORMWATER PIPE, 0'-6'	ΙŁ	00.62\$
87-97-	REMOVE & REPLACE 12" RCP STORMWATER PIPE, 6'-12'	ΓΕ	\$32.00
67-97-	REMOVE & REPLACE 12" RCP STORMWATER PIPE, 12'-18'	٦٦	00.54\$
05-97-	REMOVE & REPLACE 12" RCP STORMWATER PIPE, 18'-24'	ΙĿ	00.89\$
15-97-	REMOVE & REPLACE 15" RCP STORMWATER PIPE, 0'-6'	41	\$56.50
75-97-	REMOVE & REPLACE 15" RCP STORMWATER PIPE, 6'-12	ΙL	\$2.72\$
£5-97-!	REMOVE & REPLACE 15" RCP STORMWATER PIPE, 12'-18'	ΙLF	\$9.25
75-97-	REMOVE & REPLACE 15" RCP STORMWATER PIPE, 18'-24'	ΤF	\$40.25
55-97-	REMOVE & REPLACE 18" RCP STORMWATER PIPE, 0'-6'	ΓĿ	\$2.62\$
95-97-5	REMOVE & REPLACE 18" RCP STORMWATER PIPE, 6'-12'	ΓE	00.18\$
LS-97-5	REMOVE & REPLACE 18" RCP STORMWATER PIPE, 12'-18'	٦٦	S6.7E\$
85-97-5	REMOVE & REPLACE 18" RCP STORMWATER PIPE, 18'-24'	٦٦	05.54\$
65-97-5	REMOVE & REPLACE 24" RCP STORMWATER PIPE, 0'-6'	ΤLF	05.98\$
09-97-5	REMOVE & REPLACE 24" RCP STORMWATER PIPE, 6'-12'	ΤF	\$3.85
19-97-5	REMOVE & REPLACE 24" RCP STORMWATER PIPE, 12'-18'	ΓĿ	02.94\$
79-97-9	REMOVE & REPLACE 24" RCP STORMWATER PIPE, 18'-24'	ΓĿ	59.12\$
£9-9t-5	REMOVE & REPLACE 30" RCP STORMWATER PIPE, 0'-6'	ΓĿ	\$25.00

Jeo 7 JinU 5 \$55.00	Measure	Description REMOVE & REPLACE 30" RCP STORMWATER PIPE, 6'-12'	meal meal
		DEFAIOVE & DEDIACE 30" DCD STORMATER DIDE 6'-12'	79-97-5
		ALMOVE & ALFEACE OF TACK TO THE TACK TO THE	+0-0+-D
04.09\$	47	REMOVE & REPLACE 30" RCP STORMWATER PIPE, 12'-18'	59-91-9
01.20\$	47	REMOVE & REPLACE 30" RCP STORMWATER PIPE, 18'-24'	99-97-9
00.89\$	- I	REMOVE & REPLACE 36" RCP STORMWATER PIPE, 0'-6'	<i>L</i> 9-97-9
05.69\$	٦٦	REMOVE & REPLACE 36" RCP STORMWATER PIPE, 6'-12'	89-97-9
20.87\$	- I-F	REMOVE & REPLACE 36" RCP STORMWATER PIPE, 12'-18'	69-97-9
22.87\$	- I	REMOVE & REPLACE 36" RCP STORMWATER PIPE, 18-24"	07-94-5
\$82.00	 	REMOVE & REPLACE 42" RCP STORMWATER PIPE, 0'-6'	14-97-9
00.78\$	 	REMOVE & REPLACE 42" RCP STORMWATER PIPE, 6'-12'	G-46-72
00.68\$	٦٦	REMOVE & REPLACE 42" RCP STORMWATER PIPE, 12'-18'	£7-84-D
\$92.00	 	REMOVE & REPLACE 42" RCP STORMWATER PIPE, 18'-24'	7 2-9 7 -9
00.001\$	- I	REMOVE & REPLACE 48" RCP STORMWATER PIPE, 0'-6'	SL-97-9
00.201\$	-I-	REMOVE & REPLACE 48" RCP STORMWATER PIPE, 6'-12'	94-94-9
00.011\$	- LF	REMOVE & REPLACE 48" RCP STORMWATER PIPE, 12'-18'	<i>LL</i> -97-9
00.211\$	٦٦	REMOVE & REPLACE 48" RCP STORMWATER PIPE, 18'-24'	87-84-5
\$22.25	٦Ł	15" CMP STORMWATER PIPE, 0'-6'	64-97-9
\$24.35	٦٦	15" CMP STORMWATER PIPE, 6'-12'	08-97-9
08.92\$	- I	12" CMP STORMWATER PIPE, 12'-18'	18-97-9
05.62\$	٦٦	12" CMP STORMWATER PIPE, 18'-24'	Z8-9t-9
00.62\$	ΓĿ	15" CMP STORMWATER PIPE, 0'-6'	E8-97-9
02.15\$	ΓĿ	15" CMP STORMWATER PIPE, 6'-12'	†8-9†-9
27.55\$	ΙŁ	15" CMP STORMWATER PIPE, 12'-18'	58-97-9
\$36.25	ΓĿ	12" CMP STORMWATER PIPE, 18-24'	98-97-9
21.45\$	٦٦	18" CMP STORMWATER PIPE, 0'-6'	L8-97-9
00.25\$	ΙL	18" CMP STORMWATER PIPE, 6'-12'	88-97-9
09.68\$	- i	18" CMP STORMWATER PIPE, 12'-18'	68-97-9
00.54\$	- I	18" CMP STORMWATER PIPE, 18'-24'	06-97-9
S7.14\$	ЗI	24" CMP STORMWATER PIPE, 0'-6'	16-97-9
08.54\$	- I	24" CMP STORMWATER PIPE, 6'-12'	Z6-97-9
00.94\$	31 1	24" CMP STORMWATER PIPE, 12'-18'	£6-97-9
08.84\$	31.	24" CMP STORMWATER PIPE, 18'-24'	76-97-9
08.62\$	- I	30" CMP STORMWATER PIPE, 0'-6'	96-97-9
362.80	LF	30" CMP STORMWATER PIPE, 6'-12'	96-97-9
S6.23\$	- LF	30" CMP STORMWATER PIPE, 12'-18'	Z6-97-9
22.69\$	I I	30" CMP STORMWATER PIPE, 18'-24'	86-97-9
S7.69\$	31 TE	36" CMP STORMWATER PIPE, 0'-6'	66-97-9
22.87\$	TF.	36" CMP STORMWATER PIPE, 6'-12'	001-97-9
06.97\$	- IL	36" CMP STORMWATER PIPE, 12'-18'	101-97-9
27.08\$	31 TE	39" CMP STORMWATER PIPE, 18'-24'	C01-97-9
00.68\$	31 TE	45" CMP STORMWATER PIPE, 0'-6"	601-94-9
\$92.50	TE	45" CMP STORMWATER PIPE, 13', 18'	701-97-9
00.5113	- TE	45" CMP STORMWATER PIPE, 12'-18'	901-97-9
00.511\$	TE TE	45" CMP STORMWATER PIPE, 18'-24'	901-97-9
00.701\$	- TE	48" CMP STORMWATER PIPE, 0'-6"	201-97-9
\$118.00	I E	48" CMP STORMWATER PIPE, 6'-12'	801-97-9
CC.E21¢	٦٦	48" CMP STORMWATER PIPE, 12'-18'	601-94-5

06.2E\$	٦٦	24" HP DWALL STORMWATER PIPE, 0'-6'	951-94-9
	31 1	18" HP DWALL STORMWATER PIPE, 18'-24'	751-97-9
09.15\$	- J.	18" HP DWALL STORMWATER PIPE, 12'-18'	6-46-153
\$7.92\$	<u>∃</u> 7	18" HP DWALL STORMWATER PIPE, 6'-12'	G-46-152
\$2.42\$	- I	18" HP DWALL STORMWATER PIPE, 0'-6'	151-97-9
\$32.50	∃7	15" HP DWALL STORMWATER PIPE, 18'-24'	051-97-9
04.72\$	<u>∃</u> 7	15" HP DWALL STORMWATER PIPE, 12"-18"	671-97-9
\$22.50	 	15" HP DWALL STORMWATER PIPE, 6'-12'	871-97-9
26.91\$	37 1	15" HP DWALL STORMWATER PIPE, 0'-6'	Z71-97-9
\$6.62\$	47	12" HP DWALL STORMWATER PIPE, 18'-24'	971-97-9
\$24.80	ЗT	12" HP DWALL STORMWATER PIPE, 12'-18'	971-97-9
\$20.00	٦٦	12" HP DWALL STORMWATER PIPE, 6'-12	771-97-9
04.71\$	47	12" HP DWALL STORMWATER PIPE, 0'-6'	G-46-143
00.221\$	-JT	REMOVE & REPLACE 48" CMP STORMWATER, 18'-24'	Z+1-9+-9
21.951\$	٦٦	REMOVE & REPLACE 48" CMP STORMWATER, 12'-18'	171-97-9
\$126.50	- TE	REMOVE & REPLACE 48" CMP STORMWATER, 6'-12'	071-97-9
00.711\$	37 1	REMOVE & REPLACE 48" CMP STORMWATER, 0'-6'	
\$125.85	3. 137	REMOVE & REPLACE 42" CMP STORMWATER, 18'-24'	6-46-138
02.911\$	31 1	REMOVE & REPLACE 42" CMP STORMWATER, 12'-18'	ZE1-97-9
00.301\$	- I	REMOVE & REPLACE 42" CMP STORMWATER, 6'-12'	981-97-9
00.76\$	- TE	REMOVE & REPLACE 42" CMP STORMWATER, 0'-6'	
02.96\$	47	REMOVE & REPLACE 36" CMP STORMWATER, 18'-24'	
24.78\$	17	REMOVE & REPLACE 36" CMP STORMWATER, 12'-18'	6-46-133
05.67\$	37	REMOVE & REPLACE 36" CMP STORMWATER, 6'-12'	G-46-132
00.27\$	47	REMOVE & REPLACE 36" CMP STORMWATER, 0'-6'	121-94-9
SZ.77\$	٦٦	REMOVE & REPLACE 30" CMP STORMWATER, 18'-24'	
02.07\$	47	REMOVE & REPLACE 30" CMP STORMWATER, 12'-18'	6-46-129
06.99\$	47	REMOVE & REPLACE 30" CMP STORMWATER, 6'-12'	6-46-128
07.89\$	٦٦	REMOVE & REPLACE 30" CMP STORMWATER, 0'-6'	ZZ1-97-9
25.22\$	٦٦	REMOVE & REPLACE 24" CMP STORMWATER, 18'-24'	
08.02\$	٦٦	REMOVE & REPLACE 24" CMP STORMWATER, 12'-18'	G-46-125
06.74\$	٦٦	REMOVE & REPLACE 24" CMP STORMWATER, 6'-12'	P71-97-9
59.24\$	-IL	REMOVE & REPLACE 24" CMP STORMWATER, 0'-6'	6-46-123
SS.E4\$	ΙL	REMOVE & REPLACE 18" CMP STORMWATER, 18'-24'	
09.68\$	٦٦	REMOVE & REPLACE 18" CMP STORMWATER, 12'-18'	The state of the s
	٦٦	REMOVE & REPLACE 18" CMP STORMWATER, 6'-12'	
07.75\$			
06.2E\$	ΓE	IREMOVE & REPLACE 18" CMP STORMWATER, 0'-6'	611-97-9
06.25\$	37 1	REMOVE & REPLACE 15" CMP STORMWATER, 0'-6' REMOVE & REPLACE 18" CMP STORMWATER, 0'-6'	
06.28\$ 01.98\$	ΗT		811-94-9
06.25\$ 01.95\$		REMOVE & REPLACE 15" CMP STORMWATER, 18'-24'	811-97-9 211-97-9
06.28\$ 01.98\$	- LF	REMOVE & REPLACE 15" CMP STORMWATER, 6-'12' REMOVE & REPLACE 15" CMP STORMWATER, 18'-24'	811-97-9 211-97-9 911-97-9
06.2E\$ 01.6E\$ 55.2E\$	7.1 7.1 7.1	REMOVE & REPLACE 15" CMP STORMWATER, 12'-18' REMOVE & REPLACE 15" CMP STORMWATER, 18'-24'	911-97-9 911-97-9 911-97-9
06'5E\$ 01'6E\$ 52'7E\$ 51'EE\$	7] 7] 7]	REMOVE & REPLACE 15" CMP STORMWATER, 0'-6' REMOVE & REPLACE 15" CMP STORMWATER, 12'-18' REMOVE & REPLACE 15" CMP STORMWATER, 18'-24'	911-97-9 911-97-9 911-97-9 511-97-9
06'9E\$ 01'6E\$ 98'EE\$ 97'EE\$ 91'0E\$	41 41 41 41 41	REMOVE & REPLACE 12" CMP STORMWATER, 18'-24' REMOVE & REPLACE 15" CMP STORMWATER, 6'-'12' REMOVE & REPLACE 15" CMP STORMWATER, 12'-18' REMOVE & REPLACE 15" CMP STORMWATER, 18'-24'	811-97-9 211-97-9 911-97-9 511-97-9 711-97-9
06'SE\$ 01'6E\$ S5'SE\$ S1'EE\$ S1'EE\$	41 41 41 41 41 41	REMOVE & REPLACE 12" CMP STORMWATER, 12'-18' REMOVE & REPLACE 12" CMP STORMWATER, 18'-24' REMOVE & REPLACE 15" CMP STORMWATER, 0'-6' REMOVE & REPLACE 15" CMP STORMWATER, 6-'12' REMOVE & REPLACE 15" CMP STORMWATER, 12'-18' REMOVE & REPLACE 15" CMP STORMWATER, 18'-24'	911-97-9 911-97-9 911-97-9 511-97-9 711-97-9 511-97-9
06'9E\$ 01'6E\$ 98'EE\$ 97'EE\$ 91'0E\$	41 41 41 41 41	REMOVE & REPLACE 12" CMP STORMWATER, 12'-18' REMOVE & REPLACE 15" CMP STORMWATER, 0'-6' REMOVE & REPLACE 15" CMP STORMWATER, 6-'12' REMOVE & REPLACE 15" CMP STORMWATER, 6-'12' REMOVE & REPLACE 15" CMP STORMWATER, 18'-24'	811-97-9 211-97-9 911-97-9 511-97-9 711-97-9
06.25\$ 07.85\$ 27.55\$ 27.55\$ 27.55\$ 07.85\$ 07.85\$	47 47 47 47 47 47	REMOVE & REPLACE 12" CMP STORMWATER, 0'-6' REMOVE & REPLACE 12" CMP STORMWATER, 12'-18' REMOVE & REPLACE 12" CMP STORMWATER, 18'-24' REMOVE & REPLACE 15" CMP STORMWATER, 0'-6' REMOVE & REPLACE 15" CMP STORMWATER, 0'-6' REMOVE & REPLACE 15" CMP STORMWATER, 18'-24'	811-97-9 211-97-9 911-97-9 511-97-9 711-97-9 711-97-9 711-97-9

Z-09-5	PAVERS, ARCHITECTUAL SIDEWALK	λS	\$220.00
L-09-Đ	PAVERS, ARCHITECTUAL ROADWAY	λS	\$220.00
69-5	PATTERNED/TEXTURED PAVEMENT, VEHICULAR AREAS FOR CROSSWALK	λS	00'00\$\$
G-58-2	CONCRETE 4000 PSI	ΛϽ	\$242.00
L-82-D	CONCRETE 3000 PSI	CV	\$233.00
LS-Đ	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB REMOVAL AND REPLACEMENT	ΤE	00.62\$
99-9	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB (NEW INSTALL)	٦٦	\$53.00
G-55	9. BOLLARDS	ΑЭ	00.277\$
p-45-9	PIPE HANDRAIL, ALUMINUM	ΓE	00.281\$
6-54-3	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" TYPE 1	ΤF	\$320.00
Z-4S-9	PICKET RAIL PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42"	٦٦	\$250.00
G-54-1	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	ΓE	00.281\$
G-53	ASBUILT	НК	00.041\$
G-52	CONSTRUCTION SURVEY	НВ	00.041\$
6-51	NNDEKDKAIN	ΓĿ	\$56.00
G-50-2	INSTALL CONCRETE FLUME	λS	00.091\$
G-50-1	REMOVE & REPLACE CONCRETE FLUME	λS	00.281\$
8-67-9	48" CONCRETE MITERED END	A3	00.028,1\$
L-64-9	45" CONCRETE MITERED END	A3	00.088,1\$
9-67-9	39" CONCRETE MITERED END	A3	00.001,1\$
9-67-9	30" CONCRETE MITERED END	A3	\$925.00
t-6t-5	74" CONCRETE MITERED END	A3	00.029\$
6-49-3	18" CONCRETE MITERED END	A3	00'009\$
Z-67-9	12" CONCRETE MITERED END	EA EA	00.272\$
1-67-9	12" CONCRETE MITERED END	EA EA	00.272
87-9 27-9	CLEAN EXISTING STORM DRAIN INLETS	LF EA	\$10.00
071-94-9	42" HP DWALL STORMWATER PIPE, 18'-24'	31 TE	01.28\$
691-97-9	42" HP DWALL STORMWATER PIPE, 18' 24'	- TE	28.67\$
891-97-9	42" HP DWALL STORMWATER PIPE, 6'-12'	- IF	08.47\$
I projektoj tra interiora	42" HP DWALL STORMWATER PIPE, 0'-6'	31	\$72.30
991-97-9	36" HP DWALL STORMWATER PIPE, 18'-24'	-31 -31	22.07\$
	36" HP DWALL STORMWATER PIPE, 12'-18'	- IF	04.20\$
791-97-9	36" HP DWALL STORMWATER PIPE, 6'-12'	٦٦.	25.03\$
	36" HP DWALL STORMWATER PIPE, 0'-6'	- 11 - 1	07.72\$
	30" HP DWALL STORMWATER PIPE, 18'-24'	- <u>1</u> 1	S4.23\$
191-97-9	30" HP DWALL STORMWATER PIPE, 12'-18'	- I	22.03\$
091-97-9	30" HP DWALL STORMWATER PIPE, 6'-12'	 	00.22\$
651-94-9	30" HP DWALL STORMWATER PIPE, 0'-6'	ΓE	\$25.55
1-31-742 2-375 20c)	24" HP DWALL STORMWATER PIPE, 18'-24'	٦٦	SS.84\$
ZS1-97-9	24" HP DWALL STORMWATER PIPE, 12'-18'	٦٦	S4.54\$
951-97-9	24" HP DWALL STORMWATER PIPE, 6'-12'	٦٦	04.88\$
mətl	Description	Unit of Measure	teo2 tinU

teo2 tinU	to tinU Measure	Description	Item
00 003 13		CONCRETE CURB RAMPS WITH DETECTABLE WARNING SURFACE -	19-9
00.002,1\$	A3	HANDICAP	19-9
00.204\$	A∃	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	Z9-5
00.000,1\$	A3	ROOF DRAIN ASSEMBLY	G-64-1
00.082\$	A∃	CONSTRUCT DITCH BLOCK, SOIL	
00.019\$	A3	CONSTRUCT DITCH BLOCK, CONCRETE	
00.013\$	A3	REMOVE & REPLACE DITCH BLOCK, SOIL	
00.229\$	A3	REMOVE & REPLACE DITCH BLOCK, CONCRETE	Z-S9-5
00.008\$	λO	RIP RAP	99-5
\$250.00	λS	CONCRETE RUBBLE (2 FT THICK)	<u> </u>
00.027,1\$	ST	REMOVE AND REPLACE END WALLS, 12"	1-89-5
00.021,63	ST	REMOVE AND REPLACE END WALLS, 15"	Z-89-5
00.005 52	ST	REMOVE AND REPLACE END WALLS, 18"	£-89-5
00.005,8	ST	REMOVE AND REPLACE END WALLS, 24"	7-89-5
00.007,4\$	ST	REMOVE AND REPLACE END WALLS, 30"	9-89-5
00.007.82	ST	REMOVE AND REPLACE END WALLS, 36"	9-89-5
00.007,8\$	ST	REMOVE AND REPLACE END WALLS, 42"	Z-89-5
00.025,11\$	ST ST	REMOVE AND REINSTALL CLILVERT PIPE	8-89-5
00.027\$	ST	REMOVE AND REDIACE CULVERT PIPE 12"	69-5
00.001,1\$	ST	REMOVE AND REPLACE CULVERT PIPE, 12"	1-07-9
00.002.12	ST	REMOVE AND REPLACE CULVERT PIPE, 15"	Z-07-2
00.002,1\$	57 57	REMOVE AND REPLACE CULVERT PIPE, 18"	6-71-3
00.000\$	- FE	ABANDONMENT OF SEWER/STORWATER PIPING REMOVAL OF EXISTING SEWER/STORMWATER PIPING	2-17-5
\$1,200.00	A3	REMOVAL OF EXISTING SEWER /STORMWATER MANHOLE	E-11-9
\$1,200.00	EA	REMOVAL OF EXISTING STORMWATER INLET	t-17-b
\$22.35	47	EARM FENCING	6-73
\$28.00	 	CHAIN LINK FENCING (NEW)	94-9
09.54\$	 	CHAIN LINK FENCING REMOVAL AND REPLACEMENT	87-9
05.1\$	λS	SEEDING & MNFCH	6L-D
00.2\$	λS	SOD-ST. AUGUSTINE	f-08-Đ
01.4\$	λS	SOD-BAHIA	G-80-2
00.027,8\$	A3	TMS VEHICLE SENSOR, CLASS II, TYPE 1 (6FT)	£8-5
\$20,200.00	SA	TMS VEHICLE SPEED/CLASS UNIT, 9 ELECTRONICS UNIT W/EQUIPMENT	G-82
	2000	CABLE CALL AND DOLL OF THE ALEM DOLL	
\$20,500.00	2A	TMS SOLAR POWER UNIT, NEW POLL	E8-93
00.000,6\$	2A	TMS INDUCTIVE LOOP ASSEMBLY	78-9
00.000,12\$	2A	TMS CABINET, POLE MOUNT	98-9 G-82
\$30,250.00	A3	ITS WIRELESS COMMUNICATION DEVICE. F & I, ETHERNET SUBSCRIBER	98-9 98-9
\$30,250.00	EA EA	LOOP ASSEMBLY- F & I, TYPE A	1-88-5
00.002,8\$	¥3	LOOP ASSEMBLY - F & I, TYPE B	Z-88-5
00.002,8\$	EA EA	LOOP ASSEMBLY F & I, TYPE F	6-88-3
00.002\$	A3	TRAFFIC CONTROL SIGN ASSEMBLY	68-5
\$200.00	ΑЭ	TRAFFIC CONTROL SIGN ASSEMBLY REMOVAL AND RELOCATION	06-Đ
00.8\$	A3	REFLECTIVE PAVEMENT MARKERS	16-5

00.002,4\$	Α∃	CONFLICT MANHOLE, 0'-6'	Z1-20-S
00.021\$	ΓE	6" PVC CONDUIT, F & I, UNDERGROUND- JACKED	S2-10-S
00.001\$	ΓE	4" PVC CONDUIT, F & I, UNDERGROUND- JACKED	5-10-24
00.001\$	٦٦	2" PVC CONDUIT, F & I, UNDERGROUND- JACKED	S2-10-S
oc.cot	17	EXISTING PAVEMENT	22-10-S
05.29\$	71	6" PVC CONDUIT, FURNISH & INSTALL, SAWCUT & PLACE UNDER	25-10-2
00'9†\$	J٦	EXISTING PAVEMENT	12-10-8
00 97 \$	31	4" PVC CONDUIT, FURNISH & INSTALL, SAWCUT & PLACE UNDER	10 10 3
\$45.00	J٦	EXISTING PAVEMENT	02-10-8
	1	2" PVC CONDUIT, FURNISH & INSTALL, SAWCUT & PLACE UNDER	
\$25.00	ΙĿ	6" PVC CONDUIT, FURNISH & INSTALL UNDERGROUND	61-10-S
\$20.00	ΓE	4" PVC CONDUIT, FURNISH & INSTALL UNDERGROUND	81-10-2
05.91\$	ΓE	2" PVC CONDUIT, FURNISH & INSTALL UNDERDROUND	71-10-S
05.14\$	ΤĿ	12" PVC, 18'-24'	91-10-S
\$2.7£	- LF	15" PVC, 12'-18'	S1-10-S
\$2.82\$	- IF	15" PVC,6'-12'	41-10-S
\$2.25	٦٦	15" PVC, 0'-6'	S1-10-S
05.25\$	ΤΕ	10" PVC, 18'-24'	S1-10-S
\$29.00	ΓĘ	10" PVC, 12'-18'	11-10-8
27.ES\$	٦٦	10" PVC, 6'-12'	01-10-8
27.1S	ΓE	10" PVC, 0'-6"	6-10-S
05.08\$	ΤĿ	8" PVC, 18'-24'	8-10-S
\$2.25	ΓE	8" PVC, 12'-18'	7-10-S
05.61\$	JI	8" PVC, 6'-12'	9-10-S
05.71\$	41	8" PVC, 0'-6'	S-10-S
02.72\$	ΤŁ	6" PVC, 18'-24'	4-10-S
\$22.00	- IF	6" PVC, 12'-18'	S-10-S
SZ.ZI\$	٦٦	6" PVC, 6'-12'	Z-10-S
00.41\$	- IL	6" PVC, 0'-6'	
00.004\$	НК	MISCELLANEOUS UTILITY LOCATES	86-9
\$250.00	YAQ	ARROW BOARDS/MESSAGE BOARDS	<i>L</i> 6-5
00.06\$	A3	PAINTED PAVEMENT MARKINGS	96-5
\$200.00	EA	THERMO PAVEMENT MARKINGS	96-9
09.4\$	- II	THERMO SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	9-76-9
\$5.30	<u>∃</u>]	THERMO SOLID TRAFFIC STRIPE - 6" YELLOW	9-76-9
\$2.30	GLF	THERMO SKIP TRAFFIC STRIPE, YELLOW 6"	t-46-9
00.8\$	- J7	THERMO, WHITE, SOLID 24"	E-94-3
00.4\$	<u> </u>	THERMO, WHITE, SOLID 12"	G-94-2
\$2.30	47	THERMO, WHITE, SOLID 6"	
08.1\$	 	TEMPORARY SOLD TRAFFIC STRIPE - 6" DOUBLE YELLOW	9-86-9
\$9.0\$	<u> </u>	TEMPORARY SOLID TRAFFIC STRIPE - 6" YELLOW	9-86-9
59.0\$	GLF	TEMPORARY SKIP TRAFFIC STRIPE, YELLOW 6"	t-56-5
00.8\$	- II	TEMPORARY, WHITE, SOLID 24"	G-93-3
08.1\$	<u> </u>	TEMPORARY, WHITE, SOLID 12"	
\$9.0\$	47	TEMPORARY, WHITE, SOLID 6"	
00.001\$	EA	STANDARD WHEEL STOPS	G-92
tso2 tinU	to tinU Ansasure	Description	Item

JzoD JinU	fo finU Measure	Description	MetI
00.029,2\$	₹	CONFLICT MANHOLE, 6'-12'	81-20-2
00.021,7\$	¥3	CONFLICT MANHOLE, 12'-18'	61-Z0-S
00.025,8\$	∀3	CONFLICT MANHOLE, 18'-24'	8-02-20
00.001,4\$	A3	REMOVE & REPLACE STOMWATER MANHOLE, 0'-6'	12-20-21
00.027,2\$	∀∃	REMOVE & REPLACE STOMWATER MANHOLE, 6'-12'	S-02-22
00.027,6\$	∀∃	REMOVE & REPLACE STOMWATER MANHOLE, 12'-18'	52-20-8
1,200.00	¥∃	REMOVE & REPLACE INVERTS IN EXISTING MANHOLE	5-02-24
00.222,1\$	Α∃	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED	
00.001,2\$	ΕA	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING AND COVER	Z-E0-S
00'059\$	¥3	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING AND COVER, LABOR ONLY	£-£0-S
00'059\$	¥3	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING AND COVER, LABOR ONLY	₽-80-S
00.001,1\$	A3	ADJUST EXISTING STOMWATER MANHOLE RING & COVER TO GRADE	S-S
00.027,1\$	YAQ	BYPASS PUMPING 0 - 250 GPM	1-91-5
00.026,1\$	YAQ	BYPASS PUMPING 250 -500 GPM	Z-91-S
\$2,300.00	YAQ	BYPASS PUMPING 500-750 GPM	E-91-S
\$2,700.00	YAQ	BYPASS PUMPING 750-1000 GPM	7-91-S
00.296\$	47	BORE & JACK 18" STEEL CASING W/ 6" PVC	1-71-8
00.296\$	47	BORE & JACK 18" STEEL CASING W/ 8" PVC	2-71-2
00.020,1\$	31	BORE & JACK 24" STEEL CASING W/ 8" PVC	£-71-8
1,023.00	37	BORE & JACK 24" STEEL CASING W/ 10" PVC	4-71-2
00.080,12	31 1	BORE & JACK 24" STEEL CASING W/ 12" PVC	S-71-2
00.081,1\$	31	BORE & JACK 30" STEEL CASING W/ 12" PVC	9-71-2
00.91\$	7J 1	DIBECTIONAL BORE 2" HDPE PIPE	1-81-2
00.04\$	- II	DIKECTIONAL BORE 4" HDPE PIPE	S-81-2
\$52.00	<u> </u>	DIRECTIONAL BORE 8" HDPE PIPE	5-81-2 5-18-4
00.27\$	47	DIRECTIONAL BORE 10" HDPE PIPE	5-81-5
00.001\$	∃7 - 12	DIRECTIONAL BORE 12" HDPE PIPE	9-81-8
\$132.00	47	DIRECTIONAL BORE 14" HDPE PIPE	7-81-2
27.891\$	41	DIKECTIONAL BORE 16" HDPE PIPE	8-81-8
00.261\$	71	DIRECTIONAL BORE 18" HDPE PIPE	6-81-S
\$16.25	ΓE	6" PVC FORCE MAIN	S-22-3
07.02\$	ΙĿ	8" PVC FORCE MAIN	5-22-4
05.55\$	٦٦	15" PVC FORCE MAIN	S-22-S
08.22\$	ΓE	19" PVC FORCE MAIN	9-22-8
07.07\$	٦٦	18" PVC FORCE MAIN	Z-22-S
\$121.00		24" PVC FORCE MAIN	8-22-8
05.20\$	<u> </u>	16" DIP 0'-6'	8-22-S
00.89\$	- I	16" DIP 6'-12"	S-22-10
00.47\$	- IF	16" DIP 12'-18"	11-22-8
22.87\$ 00.08£\$	LF EA	16" DIP 18'-24'	S-22-3
00.000¢	U7	6" DIP MJ FITTINGS	5-23-3

Exhibit B - Price Proposal

Item	Description	Unit of Measure	Unit Cost
S-23-4	8" DIP MJ FITTINGS	EA	\$525.00
S-23-5	10" DIP MJ FITTINGS	EA	\$828.00
S-23-6	12" DIP MJ FITTINGS	EA	\$1,010.00
S-23-7	16" DIP MJ FITTINGS	EA	\$2,048.00
S-23-8	18" DIP MJ FITTINGS	EA	\$2,900.00
S-23-9	24" DIP MJ FITTINGS	EA	\$5,558.00
110-1	50 - TON CRANE ALL TERRAIN W/ COUNTERWEIGHTS, OPERATOR AND RIGGER (8 hours minimum)	HR	\$352.00
110-2	100 - TON CRANE ALL TERRAIN W/ COUNTERWEIGHTS, OPERATOR AND RIGGER (8 hours minimum)	HR	\$850.00
110-3	165 - TON CRANE ALL TERRAIN W/ COUNTERWEIGHTS, OPERATOR AND RIGGER (8 hours minimum)	HR	\$1,132.00
110-4	200 - TON CRANE ALL TERRAIN W/ COUNTERWEIGHTS, OPERATOR AND RIGGER (8 hours minimum)	HR	\$1,415.00
110-5	275 - TON CRANE ALL TERRAIN W/ COUNTERWEIGHTS, OPERATOR AND RIGGER (8 hours minimum)	HR	\$1,780.00
110-6	SUNTREE FILTRATION STRUCTURE INSTALLATION	HR	\$350.00

The following list of pay items includes pay item numbers and the detailed measurement of payment relating to those items.

Crane Services

110-01	50 - Ton Crane All Terrain W/ Counterweights, Operator and Rigger.	HR
110-02	100 - Ton Crane All Terrain W/ Counterweights, Operator and Rigger.	HR
110-03	165 - Ton Crane All Terrain W/ Counterweights, Operator and Rigger.	HR
110-04	200 - Ton Crane All Terrain W/ Counterweights, Operator and Rigger.	HR
110-05	275 – Ton Crane All Terrain W/ Counterweights, Operator and Rigger.	HR

Payment for these bid items shall be made at the contract price bid amount and shall constitute full compensation for:

- Contractor will provide designated Certified Riggers to rig (hook up loads) tag lines and (if necessary) and unhook the load per OSHA requirements.
- Contractor will provide the counter weights along with transportation for any and all counter weights required for each lift at each job location.
- Unit price shall incorporate any and all surcharge such as any increasing costs associated with Governmental, Entity Specific and Contractual Regulations.
 I.E. cost associated with Safety and Training Costs as well as OSHA, MSHA, FDOT, Port Authority, NCCCO and the EPA.
- All operated cranes include labor, fuel, maintenance, insurance and basic rigging accessories.
- Working crane w/(4) 1" shackles, (4) 1/2" shackles, (4) 20' x 4" mat nylon slings, (4) 20' round polyester slings, (4) 10' x 5/8" steel chokers with hooks, certified crane operator, certified rigger/flagman, trucking of counter weights (in and out) mobilizing, and all other appurtenant work necessary for the CONTRACTOR to begin and perform work until completion.
- Contractor time will start when Crane arrives at designated project site.

 Contractor time will end when crane leaves designated project site.

Exhibit C - Detailed Measurement and Payment

Suntree Filtration Structure Installation

110-06 Suntree Filtration Structure Installation

HR

Payment for this unit items shall be made at the contract price bid amount and shall constitute full compensation for a minimum five-person crew, equipment and labor to install a Suntree Filtration Structure. Contractor will be responsible for the following:

- The installation contractor will be responsible for making the decision for proceed forward with the concrete deliveries. A decision to proceed needs to be made 24 hours prior to delivery.
- Suntree will provide the precast concrete sections delivered to the job site via FDOT Permitted delivery.
- Installation contractor to be responsible for setting all the concrete sections of the vault including risers.
- Suntree will provide a representative on site during the setting of the concrete vault sections to advise.
- Suntree will provide cover plates and fasteners for blocking off the inflow and outflow openings while the internal components are being installed.
- Suntree will supply joint sealant materials to make the seal between the concrete sections. This will include butyl rubber, Sika-flex, and joint wrap.
- Contractor will be responsible to apply the joint sealant for each joint between concrete sections. Joint sealant between the concrete section will consist of 2 continuous seals of butyl rubber joint seal between each concrete joint, and joint wrap around the perimeter of each concrete joint.
- Contractor responsible for cutting, placing, and sealing inflow and outflow pipes including sealing the internal baffle as needed.
- Contractor will be responsible for maintaining the vault to be free of mud and water for the time frame required for Suntree to install all the specialized interior components including the filtration media.
- Contractor will backfill and compact (as required) soil around the vault. The vault side that is away from the detention pond will need to be backfilled before Suntree

Exhibit C - Detailed Measurement and Payment CONTRACT# CIP/190002

can begin the installation of the interior components. This will be necessary to give Suntree personnel access to the top of the vault for entry.

All other components of installing the structure will be paid for under other unit line item prices.



YOUR TAXES AT WORK....

ANNUAL DRAINAGE REHABILITATION IMPROVEMENT PROGRAM

PROJECT ITB # CIP/190002 CITY OF OCALA, FLORIDA

CITY COUNCIL:

BRENT MALEVER
DISTRICT 1

MARY SUE RICH (COUNCIL PRESIDENT) DISTRICT 2

JAY MUSLEH (COUNCIL PRESIDENT PRO-TEM) DISTRICT 3

MATTHEW WARDELL DISTRICT 4

JUSTIN GRABELLE DISTRICT 5

> KENT GUINN MAYOR

CITY OF OCALA

CAPITAL IMPROVEMENT PROJECTS DIVISION

CONTRACTOR
(enter contractor)

PROJECT COST
(enter amount)

START DATE (month day, year)

(month day, year)

FOR PROJECT INFORMATION CONTACT:
CAPITAL IMPROVEMENT PROJECTS DIVISION

352-629-8419

