

## **MEMORANDUM**

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March 24, 2014

**TO:** Honorable Mayor and City Commission

**VIA:** Kenneth Fields, City Manager

**FROM:** Tom Moran, P.E., Utilities Director  
Sarah B. Kirkland, Utilities Projects Administrator

**SUBJECT:** Lift Station & Manhole Rehabilitation

**SYNOPSIS:** The approval authorizes expenditure and piggyback agreement on a contract that South Seminole and North Orange County Wastewater Transmission Authority has with Hinterland Group Inc. for lift station and manhole rehabilitation.

### **STAFF RECOMMENDATION**

It is recommended that the City Commission take the following action:

1. Approve a piggyback agreement to piggyback on a contract that South Seminole and North Orange County Wastewater Transmission Authority has with Hinterland Group Inc. for lift station and manhole rehabilitation
2. Authorize the expenditure of \$22,918.22 for manhole rehabilitation of six manholes.
3. Authorize the expenditure of \$236,726.40 for the lift station rehabilitation of six lift stations.
4. Authorize the City Manager to execute the appropriate documents, on the City's behalf.

### **BACKGROUND**

It becomes necessary from time to time to perform routine maintenance on necessary components of the collections system. Staff is seeking approval to use the piggyback process that has been established by the city ordinance to enter into a contract for lift station and manhole rehabilitation. These services were competitively bid by South Seminole and North Orange County Wastewater Transmission Authority, for which Hinterland Group Inc was awarded an annual contract to perform these services. Staff is also seeking commission approval for the expenditure of funds in the amount of \$22,918.22 for the manhole rehabilitation of 6 manholes and \$236,726.80 for the lift station rehabilitation of 6 lift stations. Staff is also seeking approval to authorize the City Manager to execute the appropriate documents on the city's behalf.

### **OTHER OPTIONS**

Chose not to enter into a contract with Hinterland Group Inc for the manhole and lift station rehabilitation, have staff go through the competitive bid process for these necessary maintenance issues and delay the repairs.

### **FISCAL IMPACT**

Staff has budgeted \$225,000.00 for these necessary lift station repairs and \$30,000.00 for the manhole repairs. Because the quote for the lift station repairs came in a little higher than the budgeted amount, a budget transfer will be performed to cover the remaining funds needed. Several projects have been completed for far less than what was budgeted which will allow for the transfer of the remaining funds of \$11,726.80 to complete these much needed repairs.

#### **ATTACHMENTS**

City "Piggyback" Agreement

County of South Seminole and North Orange County Wastewater Transmission Authority Master Agreement

County of South Seminole and North Orange County Wastewater Transmission Authority Bid Submittal

County of South Seminole and North Orange County Wastewater Transmission Authority Invitation to Bid

Lift station Rehabilitation Quote

Manhole Rehabilitation Quote

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES  
BID BY ANOTHER GOVERNMENTAL ENTITY**

**WHEREAS**, Hinterland Group, Inc., a Florida corporation (the "Vendor"), entered into an agreement dated January 28, 2013, with South Seminole & North Orange County Wastewater Transmission Authority, a political subdivision of the State of Florida, for Wastewater Pump Station Construction and Rehabilitation procured pursuant to F.S. §287.057 (the "Contract").

**WHEREAS**, the CITY OF LAKE WALES, a Florida municipal corporation (the "City") has the legal authority under Ordinance 2013-17 adopted by the Lake Wales City Commission to "piggyback" onto a contract procured pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract, and

**WHEREAS**, the City desires to "piggyback" onto the above referenced Contract between the Vendor and South Seminole & North Orange County Wastewater Transmission Authority for utilization of the same or similar services for Wastewater Pump Station Construction and Rehabilitation (the "Work") and the Vendor consents to the aforesaid "piggybacking."

**NOW THEREFORE**, having found it to be in the public interest,

1 The Vendor affirms and ratifies the terms and conditions of the above referenced Contract with South Seminole & North Orange County Wastewater Transmission Authority and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Vendor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "City of Lake Wales" shall be substituted for the term "South Seminole & North Orange County Wastewater Transmission Authority" throughout the Contract

2 The City agrees to utilize the services of the Vendor in a manner and upon the terms and conditions as set forth in the Contract with South Seminole & North Orange County Wastewater Transmission Authority until the Work is completed.

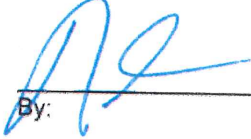
1. **Public Records.** Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida.

Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public

agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

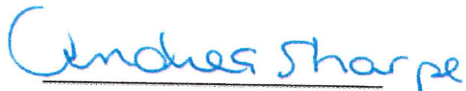
VENDOR

By: 

CITY OF LAKE WALES

By: Kenneth Fields, City Manager

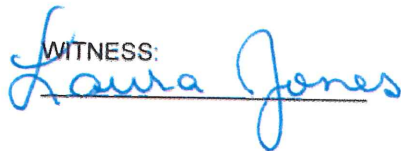
WITNESS:



ATTEST:

City Clerk

WITNESS:



Forward executed agreement with original signatures to City Clerk.  
Attach copy of executed agreement to Request for Purchase Order.





**City of Lake Wales**

**Rehabilitation Project 2014**

**Manholes**

MH ID #	Manhole Square Footage	High Pressure Water Blasting	Bypass 10-12 inch Setup	Bypass 6-inch pump	Condition IV - Composite Level 2 (Cementitious/Epoxy)	Condition II - Cementitious Coating	Supplemental .5 inch Layer Build Back	Furnish & Install New Ring and Cover	Re-Construct Existing Manhole Bench	Furnish & Install New 8" PVC Interior Drop	Manhole Total Cost
MH A (LS#1)	75.36	\$391.87	\$1,000.00	\$1,200.00	\$1,394.16	\$0.00	\$678.24	\$600.00	\$350.00	\$1,000.00	\$6,689.63
MH B (LS#1)	75.36	\$391.87	\$0.00	\$0.00	\$1,394.16	\$0.00	\$678.24	\$600.00	\$0.00		\$3,139.63
Term. MH (LS#3)	100.48	\$522.50	\$0.00	\$0.00	\$0.00	\$452.16	\$452.16	\$0.00	\$0.00	\$0.00	\$1,527.30
12th St. & Bryn Mawr	163.28	\$849.06	\$0.00	\$0.00	\$3,020.68	\$734.76	\$734.76	\$600.00	\$0.00	\$1,000.00	\$7,102.54
Term. MH (LS#17)	37.68	\$195.94	\$0.00	\$0.00	\$0.00	\$169.56	\$169.56	\$600.00	\$350.00	\$0.00	\$1,522.74

225 Second Street	87.92	\$457.18	\$0.00	\$0.00	\$0.00	\$395.64	\$395.64	\$600.00	\$0.00	\$1,000.00	\$2,936.38
							<b>Total Manhole Rehabilitation Cost:</b>			<b>\$22,918.22</b>	
		All minor MOT by Hinterland. All Ring and Covers to be supplied by HG. Use of cold patch asphalt and/or concrete to install R&C's permitted. Striping by others as needed.									



**City of Lakes Wales**

**Rehabilitation Project 2014**

**Lift Station #1**

	<u>Quantity</u>	<u>Cost</u>	<u>Extended Cost</u>	
High Pressure Water Blasting	692	\$5.20	\$3,598.40	
Bypass 10-12 inch Sewer Setup	3	\$500.00	\$1,500.00	
Bypass 6-inch Pump	20	\$400.00	\$8,000.00	
Condition IV- Composite Level 2 (1 inch cementitious /100% Pure Solids Epoxy)	692	\$18.50	\$12,802.00	
Supplemental 0.5 inch layer of cementitious	692	\$4.50	\$3,114.00	
Furnish & Install 8" PVC Interior Drop	1	\$500.00	\$500.00	
Re-Construct Lift Station Fillet	1	\$900.00	\$900.00	
Install Control Panel Support System	1	\$5,000.00	\$5,000.00	

Install Needed Components to Pedestal	1	\$11,000.00	\$11,000.00	
Place the Lift Station into Service	1	\$600.00	\$600.00	
Dispose of Construction Related Debris	1	\$800.00	\$800.00	
Restore the Site to its Original Condition	1	\$1,500.00	\$1,500.00	
Install Pump, Including Guide Rails	1	\$800.00	\$800.00	
<b>Total Cost Lift Station #1</b>			<b>\$50,114.40</b>	
<b><u>Lift Station #3</u></b>				
	<b><u>Quantity</u></b>	<b><u>Cost</u></b>	<b><u>Extended Cost</u></b>	
Dry Abrasive Blasting/Removal of Existing Coating	402	\$3.00	\$1,206.00	
High Pressure Water Blasting	402	\$5.20	\$2,090.40	
Bypass 10-12 inch Sewer Setup	2	\$500.00	\$1,000.00	
Bypass 6-inch Pump	12	\$400.00	\$4,800.00	
Condition II- Cementitious Coating	402	\$4.50	\$1,809.00	

Supplemental 0.5 inch layer of cementitious	402	\$4.50	\$1,809.00	
Install New Base Plate & New Pump Base	2	\$2,800.00	\$5,600.00	
Furnish & Install 4-inch Piping	2	\$7,000.00	\$14,000.00	
Install 4-inch check valve and plug valve (reinstall existing with new bolts)	2	\$1,400.00	\$2,800.00	
Place the Lift Station into Service	1	\$600.00	\$600.00	
Dispose of Construction Related Debris	1	\$800.00	\$800.00	
Restore the Site to its Original Condition	1	\$1,500.00	\$1,500.00	
Install Pump, Including Guide Rails	1	\$800.00	\$800.00	
<b>Total Cost Lift Station #3</b>			<b>\$38,814.40</b>	
<b><u>Lift Station #6</u></b>				
	<b><u>Quantity</u></b>	<b><u>Cost</u></b>	<b><u>Extended Cost</u></b>	
Dry Abrasive Blasting/Removal of Existing Coating	407	\$3.00	\$1,221.00	

High Pressure Water Blasting	407	\$5.20	\$2,116.40	
Bypass 8 inch Sewer Setup	1	\$400.00	\$400.00	
Bypass 6-inch Pump	12	\$400.00	\$4,800.00	
Condition II- Cementitious Coating	407	\$4.50	\$1,831.50	
Supplemental 0.5 inch layer of cementitious	407	\$4.50	\$1,831.50	
Install New Base Plate & New Pump Base	2	\$2,800.00	\$5,600.00	
Furnish & Install 4-inch Piping	2	\$7,000.00	\$14,000.00	
Re-Construct Lift Station Fillet	1	\$600.00	\$600.00	
Place the Lift Station into Service	1	\$600.00	\$600.00	
Dispose of Construction Related Debris	1	\$800.00	\$800.00	
Restore the Site to its Original Condition	1	\$1,500.00	\$1,500.00	
Install Pump, Including Guide Rails	1	\$800.00	\$800.00	
<b>Total Cost Lift Station #6</b>			<b>\$36,100.40</b>	
<b><u>Lift Station #17</u></b>				

	<u>Quantity</u>	<u>Cost</u>	<u>Extended Cost</u>	
Dry Abrasive Blasting/Removal of Existing Coating	244	\$3.00	\$732.00	
High Pressure Water Blasting	244	\$5.20	\$1,268.80	
Bypass 15-18 inch Sewer Setup	1	\$1,000.00	\$1,000.00	
Bypass 6-inch Pump	20	\$400.00	\$8,000.00	
Condition II- Cementitious Coating	244	\$4.50	\$1,098.00	
Supplemental 0.5 inch layer of cementitious	244	\$4.50	\$1,098.00	
Install New Base Plate & New Pump Base	2	\$2,800.00	\$5,600.00	
Furnish & Install 4-inch Piping	2	\$7,000.00	\$14,000.00	
Furnish & Install 4-inch check valve and plug valve	2	\$2,800.00	\$5,600.00	
Install Needed Components to Pedestal	1	\$7,000.00	\$7,000.00	
Place the Lift Station into Service	1	\$600.00	\$600.00	
Dispose of Construction Related Debris	1	\$800.00	\$800.00	
Restore the Site to its Original Condition	1	\$1,500.00	\$1,500.00	
Install Pump, Including Guide Rails	1	\$800.00	\$800.00	
<b>Total Cost Lift Station #17</b>			<b>\$49,096.80</b>	

<b><u>Lift Station #15</u></b>				
	<b><u>Quantity</u></b>	<b><u>Cost</u></b>	<b><u>Extended Cost</u></b>	
Dry Abrasive Blasting/Removal of Existing Coating	310	\$3.00	\$930.00	
High Pressure Water Blasting	310	\$5.20	\$1,612.00	
Bypass 8 inch Sewer Setup	3	\$400.00	\$1,200.00	
Bypass 6-inch Pump	15	\$400.00	\$6,000.00	
Condition II- Cementitious Coating	310	\$4.50	\$1,395.00	
Supplemental 0.5 inch layer of cementitious	350	\$4.50	\$1,575.00	
Install New Base Plate & New Pump Base	2	\$3,200.00	\$6,400.00	
Re-Construct Lift Station Fillet	1	\$600.00	\$600.00	
Furnish & Install 6-inch Piping	2	\$8,500.00	\$17,000.00	
Furnish & Install 6-inch check valve and plug valve	2	\$3,600.00	\$7,200.00	
Place the Lift Station into Service	1	\$600.00	\$600.00	
Dispose of Construction Related Debris	1	\$800.00	\$800.00	



Restore the Site to its Original Condition	1	\$1,500.00	\$1,500.00
Install Pump, Including Guide Rails	1	\$800.00	\$800.00
Total Cost Lift Station #15			\$47,612.00
Lift Station #23			
	<u>Quantity</u>	<u>Cost</u>	<u>Extended Cost</u>
Dry Abrasive Blasting/Removal of Existing Coating	604	\$3.00	\$1,812.00
High Pressure Water Blasting	604	\$5.20	\$3,140.80
Bypass 8 inch Sewer Setup	1	\$400.00	\$400.00
Bypass 6-inch Pump	5	\$400.00	\$2,000.00
Condition II- Cementitious Coating	604	\$4.50	\$2,718.00

Supplemental 0.5 inch layer of cementitious	604	\$4.50	\$2,718.00	
Place the Lift Station into Service	1	\$600.00	\$600.00	
Dispose of Construction Related Debris	1	\$800.00	\$800.00	
Install Pump, Including Guide Rails	1	\$800.00	\$800.00	
<b>Total Cost Lift Station #23</b>			<b>\$14,988.80</b>	
<b>Total Lift Station Rehabilitation Cost:</b>		<b>\$236,726.80</b>		

**SOUTH SEMINOLE & NORTH ORANGE COUNTY  
WASTEWATER TRANSMISSION AUTHORITY  
RFP NO. 2012-002  
REQUEST FOR PROPOSAL**

**WASTEWATER PUMP STATION CONSTRUCTION AND REHABILITATION  
CONTRACTOR CONTINUING SERVICES**

The South Seminole & North Orange County Wastewater Transmission Authority (Authority) requests Proposals from Contractors for a Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services Contract. The Contractor(s) will provide continuing construction services for various types of wastewater pump station construction projects, including, but not necessarily limited to the following types of projects:

- Wastewater pump station construction and rehabilitation,
- Replacement and/or extension of wastewater transmission mains with in close proximity (~250 feet) to pump stations, or
- Minor repairs, maintenance or replacement of wastewater manholes, pump station valves, drop pipes air release valves, controls, or flow meters, or
- Sewer bypass configurations and maintenance of traffic, or
- Emergency repair services on pump stations.

While contract(s) resulting from this award may apply to any type of wastewater pump station construction and rehabilitation related services noted above, this contract shall not be construed in any way to limit the Authority's right to pursue other contracting methods including traditional design-bid-build, design-build or other methods in the execution of any portion of its Capital Improvement Program.

The Authority will establish a limited list of qualified firm(s) to enter into a contractor continuing services agreement to provide wastewater pump station construction and rehabilitation services to the Authority for Capital Improvement Projects identified during the time period of a resulting contract. The Authority will review and rank the submittals based upon information received in response to this RFP. The Authority reserves the right to establish a short list of qualified firms and to conduct interviews with the short listed firms. Final ranking recommendations may be revised from any original ranking as a result of data received during the interview process. The Authority reserves the right to establish an overall ranking to encompass all work types or to establish separate rankings for discrete work types. The Authority anticipates selecting up to two firms for award of this continuing contract, but reserves the right to alter this number based upon the quality of the submittals received in response to this RFP. The Authority intends to award up to two Continuing Services Contracts with contract terms of one year, which may be extended by mutual agreement of the Authority and Contractor for up to three additional one-year terms.

Proposal Documents - Firms / individuals interested in responding may obtain an Invitation to Submit Proposals package (the "RFP Package") from Authority's Consulting Engineer, Reiss Engineering, located at 1016 Spring Villas Point, Winter Springs, Florida 32708, Email Address: [macannata@reisseng.com](mailto:macannata@reisseng.com) on or after **Wednesday, September 12, 2012**. The RFP has been advertised; however, the RFP Package is available only from the Engineer's office for the Authority. There is a cost of **\$15** (non-refundable) for the RFP package plus shipping if required. Any and all questions shall be submitted in writing, Attn.: Marc Cannata, Project Manager, via e-mail to [macannata@reisseng.com](mailto:macannata@reisseng.com) or fax to 407/679-5003.

Pre-Proposal Meeting, Submittal Time and Place - A non-mandatory pre-proposal meeting will be held on **Wednesday, October 3, 2012, at 10:00 a.m.** at the Authority's offices, 410 Lake Howell Road Maitland, Florida 32751-5907. Attendance is encouraged.

Sealed requests for proposals shall be received at the South Seminole & North Orange County Wastewater Transmission Authority, 410 Lake Howell Road Maitland, Florida 32751-5907 (Telephone: 407/628-3419), until **2:00 p.m. (EST) on Wednesday, October 10, 2012**, at which time and place all proposals shall be opened. Any proposals received after the specified time and date may not be considered. The Authority reserves the right to waive minor irregularities in any proposal and to reject all proposals if deemed in the best interest of the Authority.

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CONSTRUCTION AND REHABILITATION  
CONTRACTOR CONTINUING SERVICES,  
South Seminole & North Orange County  
Wastewater Transmission Authority, RFP #2012-002**

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## **I. GENERAL INFORMATION**

### **A. CONTRACT FOR SERVICES**

After selection of Contractors by the Authority, an Agreement will incorporate the major terms and conditions for Contractor's performance. The Agreement shall be in the form of a continuing contract, as approved by the Authority Attorney for legal form and sufficiency, and shall include, but not be limited to, the following matters:

1. The services to be provided by the Contractor pursuant to the Agreement shall be nonexclusive and nothing therein shall preclude the Authority from engaging other firms to perform the same or similar services for the benefit of the Authority within the Authority's sole and absolute discretion.
2. The Contractor shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure a contract pursuant to this Invitation to Submit Proposals. Also, that it has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this Invitation to Submit Proposals.
3. The Agreement will include provisions for termination for cause by either party and for the convenience of the Authority.
4. The Contractor shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.
5. The Agreement shall be a continuing contract. All work of a specified nature contemplated to be performed by Contractor shall be outlined in the Agreement.
6. The selected Contractors shall be capable of providing the following insurance coverage as a minimum and may be requested to increase or add to these specified amounts depending on the project or number of projects. The Contractors shall at all times carry Comprehensive General Liability, Comprehensive Automobile Liability, Worker's Compensation, Excess Liability and certificate holder is listed as additional insured with respects to: (put project name here) and the dates of the project/event (both begin and end dates required). (See Insurance Requirements on pages 22 & 23) Each insurance policy shall state that it cannot be cancelled or modified without written notice to the Authority at least 45 days prior to the effective date of cancellation or modification.
7. Each Contractor shall be required, pursuant to Chapter 287, Florida Statutes, to execute a "Sworn Statement of Public Entity Crimes" prior to the execution of a contract resulting from this Request for Proposals. By executing this sworn statement, the Contractor is affirmatively stating that neither it nor an affiliate (as defined in the statute) has been convicted of a public entity crime, and that it is not barred from entering into the contract. The Contractor shall further acknowledge that any misstatement or misrepresentation of fact, lack of compliance with the statute, or subsequent conviction of a public entity crime shall result in the contract being null and void and/or subject to immediate termination by the Authority. In the event of such termination, the Authority shall not incur any liability for any work or materials furnished by the Contractor.
8. Contractors shall invoice the Authority for each project or assignment, as negotiated. Each invoice shall identify the project or assignment, detail the contract price,

payments made to date, percentage or completion of the assignment, project or phase, payment due this invoice, remaining balance due.

9. Contractor shall indemnify and hold harmless the Authority, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence and intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement.
10. The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent right or copyrights. Contractor shall, at its own expense, hold harmless and defend the Authority against any claim, suit or proceeding brought against the Authority which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the Authority in such matter.
11. An understanding and agreement, by and between the Contractor and the Authority, that the completion time will be as specified in approved work authorizations and that all work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof as specified in the Scope of Services.
12. The Agreement will provide for the Authority to designate a Project Manager for each project or assignment, who shall be responsible for the project or assignment. The Project Manager may prepare a scope of services for each new assignment, upon which the selected firms in that category may be required to submit a proposal for performance of the work of a specified nature which has been outlined in the continuing contract.

## **II. SUBMITTAL DUE DATE, CONTENT**

### **A. TIME AND LOCATION**

Sealed submittals consisting of Four (4) complete sets (1 original and 3 copies) plus one Cost Fee Proposal in a separate sealed envelope must be received at the South Seminole & North Orange County Wastewater Transmission Authority, 410 Lake Howell Road Maitland, Florida 32751-5907 no later than Wednesday, October 10, 2012 at 2:00 p.m.

Submittals should be addressed as follows for mail or hand delivery:

South Seminole & North Orange County  
Wastewater Transmission Authority  
Attn: Stephen F. Miller, Executive Director  
**Attn: Contractor RFP Number 2012-002**  
410 Lake Howell Road  
Maitland, Florida 32751-5907

**Submittal envelopes should be clearly marked "RFP #2012-002 Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services Contract."**

Proposer should indicate on the sealed envelope the following:

- (1) Request for Proposal No. 2012-002
- (2) Hour and Date of Opening
- (3) Name of Proposer

(4) Return Address of the Proposer

Proposals received after the date and time specified will be returned unopened. The time/ date stamp clock located in the Authority's Office shall serve as the official authority to determine lateness of any proposals.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if the proposal is delivered by an express mail carrier or by any other means, it is the Proposers' responsibility to ensure delivery to the specified address. This office will not be responsible for deliveries made to any place other than the specified address.

- B. SUBMITTAL CONTENT** - Contractors interested in performing the construction services must display considerable relevant experience with the specified type of work and should emphasize both the experience and capability of particular personnel who will actually perform the work.

Each respondent is requested to adhere to the following format requirements:

Section 1: General Information about Company

Section 2: Project Manager / Superintendent Similar Projects / Experience

Section 3: Company / Project Team Skills and Experience

Section 4: Location

Section 5: Schedule

Section 6: Project Scope, Approach and Understanding

Section 7: Financial

Section 8: Schedule of Unit Price Proposal

Package Requirements for Pre-qualifying Contractors

1. GENERAL INFORMATION ABOUT COMPANY (Four page limit)

- a. Name: Provide the legal name of company and type of organization responsible for executing any agreement, which may emanated from the solicitation.
- b. Subcontractors: Provide the legal name and address, to the extent possible, of construction subcontractors for major trade elements (i.e. electrical, mechanical, concrete installation, instrumentation and controls) anticipated to compete for this and other similar projects.
- c. For the Construction Manager and anticipated major trade Subcontractors, provide the following:
  - Number of years in business
  - Office location (s) and office location where this project would be supported.
  - Florida Contractor's license (provide current copy) of primary team member intending to contract with the Authority for the work.
  - Experience (i.e. project list) where each major trade subcontractor has worked with the Construction Manager.
- d. Litigation
  - Provide information related to legal judgments involving your team and each associated team member, for the last three years. Provide a list and summary of all claims made against the Construction Contractor or any



subsidiary companies that resulted in a settlement or judgment in excess of \$50,000 during the past ten years. Include only those claims that related to the services provided by your team members (i.e., do not include unrelated matters such as employment litigation)

- Provide information related to any contract default claims for the last ten years made by any proposed team member.

2. PROJECT MANAGER / SUPERINTENDENT SIMILAR PROJECTS / EXPERIENCE  
(Eight page limit)

- a. Provide a list of construction project managers that will be assigned to Authority projects contemplated as part of this continuing services contract. For each project manager, list a minimum of five (5) but no more than ten (10) similar projects, which have been successfully completed within the last five (5) years wherein the proposed Project Manager has performed in the same capacity with your firm or other firms. To be recognized as a similar project, a project must have been wastewater/reclaimed pump stations or lift stations construction or rehabilitations completed within the last five (5) years. For each project, list:
  - i. Project name and location.
  - ii. Client name.
  - iii. Approximate constructed value.
  - iv. Summary of Project Manager's responsibilities on the project.
  - v. Description of project including major processes, components and construction challenges.
  - vi. Describe any cost saving measures or other unique technical or management approaches utilized on the project.
- b. Provide a list of superintendents that will be assigned to Authority projects contemplated as part of this continuing services contract. List a minimum of five (5) but no more than ten (10) similar projects, which have been successfully completed within the last five (5) years wherein the proposed Superintendent has performed in the same capacity with your firm or other firms. To be recognized as a similar project, a project must have been wastewater/reclaimed pump stations or lift stations construction or rehabilitations. For each project, list:
  - i. Project name and location.
  - ii. Client name.
  - iii. Approximate constructed value.
  - iv. Summary of Project Manager's responsibilities on the project.
  - v. Description of project including major processes, components and construction challenges.
  - vi. Describe any cost saving measures or other unique technical or management approaches utilized on the project.
- c. The Project Manager(s) and Superintendent(s) may be different or same individuals.
- d. The Construction Company or Team must also include a general contractor, appropriately licensed in the State of Florida, with qualifying agent employed full time by the firm. Provide proof of licenses with submittal.

### 3. COMPANY / PROJECT TEAM SKILLS AND EXPERIENCE

Information on the skills and experience of the project team will be submitted and based on the following list.

- a. Identify all key personnel and subconsultants. (One Page Limit)
- b. Provide resumes and technical qualifications of management, supervisory and other key personnel for Construction Contractor and subcontractors. (One Page Per Resume, Ten Page Limit Total).
- c. Name up to five (5) specific projects (successfully completed within the past five (5) years) where the Contractor/team has performed similar wastewater pump station construction or rehabilitations projects for the Authority's members municipalities or the Central Florida Area. Significant weight will be given to projects that incorporate proposed project managers, superintendents, and other key Contractor/team staff. For each similar project list (Four page limit)
  - i. Client Name
  - ii. Client contact and telephone number
  - iii. Contract dates
  - iv. Contract Fees
  - v. Change Order Fees
  - vi. Summary of Team Member responsibilities
  - vii. Description of project
  - viii. Describe Cost Saving, Schedule Reduction or Other Unique Approaches for Project.

### 4. LOCATION (one page limit)

Identify the Proposer's home office and the office that will provide oversight of the project. Identify the City of residence of each Project Manager and Superintendent.

### 5. SCHEDULE (two page limit)

- a. Describe the Proposer's approach to scheduling projects and identify the Proposer's track record in completing projects listed in Section 3.c on time. The Authority places high importance on the timely and economical completion of the project.

### 6. PROJECT SCOPE, APPROACH AND UNDERSTANDING (Four page limit)

Delineate your firm's understanding of the projects that might be awarded under this contract, approach to successful completion, specialized skills needed, special considerations and possible difficulties in completing these projects. The project approach should document:

- a. Your firm's understanding of the possible projects, approaches to successful completion, specialized skills needed, special considerations and possible difficulties in completing projects that may be awarded.
- b. Identify the Proposer's approach to identifying work packages and/or subcontracts that may be needed for the projects.
- c. Identify your firm's approach to ensuring sufficient competition for the various work packages intended.
- d. Identify your firm's understanding of the permitting process for the projects, the potential impacts on the project schedules, and identify the recommended

actions that need to be taken by the Proposer and the Authority to facilitate the permitting process.

- e. Identify your firm's understanding of facility startup and coordination of the work of the projects.
- f. Provide a description of the Proposer's process for developing a cost fee proposal including contingency allocation for the proposed projects. Identify any issues or concerns with construction cost.
- g. Describe how the Proposer will work to maximize the tax savings that Authority could obtain if major equipment, piping and valves, and other materials are purchased by the Authority.

7. FINANCIAL (one page limit)

- a. Bank, Bonding Company, Insurance Company - provide name, contact and phone number of each.
- b. Provide current bonding and insurance limits; % of bonding capacity currently committed,
- c. Current Workmen's Compensation Rate.
- d. Provide a copy of the Certificate of Insurance.

8. SCHEDULE OF UNIT PRICE PROPOSAL

Please complete the Schedule of Unit Price Proposal (Attachment A) for the wastewater pump station construction and rehabilitation continuing service items presented in Attachment A.

**C. STATEMENT OF INTENT & SELECTION** - The purpose of the Proposals submittal is to identify and select qualified contractors. The submittal should adequately demonstrate the contractor's ability to perform and complete the proposed work.

This selection to obtain Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services will be based on the criteria below. Pursuant to this RFP, the Evaluation Committee shall review and evaluate all responsive Proposals submitted in response to this RFP using evaluation criteria listed below and develop a shortlist of approximately two to three of the most qualified firms.

The following criteria and weights shall be utilized in the evaluation of the proposals:

Criteria	Weight
Project Manager Similar Projects/Experience	10
Superintendent Similar Projects/Experience	10
Company / Project Team Skills and Experience	20
Location	5
Schedule	5
Project Scope, Approach and Understanding	10
Financial	10
Schedule of Unit Price Proposal	30
<b>Total</b>	<b>100</b>

The Authority reserves the right to conduct interviews with the short listed firms to gather additional information or clarifications as necessary to determine a final ranking. Final ranking recommendations may be revised from any original short listed ranking as a result of data received during the interview process. The Authority reserves the right to

revise the Work description after review of proposals to take best advantage of contractor qualifications that match up with the Authority's expected CIP work.

Selection shall be in accordance with F.S. 287.055 and the Authority's adopted selection procedures. The Authority anticipates selecting up to two firms who meet a minimum scoring threshold of 70 points for award of this continuing contract, but reserves the right to alter this number based upon the quality of the submittals received in response to this RFP. The Authority intends to award up to two Continuing Services Contracts or as may be revised by the Authority with contract terms of one year, which may be extended by mutual agreement of the Authority and Contractor for up to three additional one-year terms.

The Authority reserves the right to accept or reject any and all proposals that it may, at its sole discretion, deem unresponsive; to waive minor technicalities; or to accept proposals, which, in its sole judgment, is most advantageous and best serves the overall interest of the Authority.

**D. RESPONDENT'S CERTIFICATION FORM; OTHER AUTHORITY FORMS, ETC.**

The attached Authority forms must be completed and provided with the submittal:

1. Sworn statement pursuant to Section 287.133(3)(a), Florida Statutes, on public entity crimes.
2. Americans with Disabilities Act (ADA) disability nondiscrimination statement.
3. Business Entity Affidavit (vendor/bidder, etc. disclosure)
4. Respondent's Certification.
5. Drug-Free Workplace Certification

**E. EFFECT OF SUBMISSION OF PROPOSALS**

1. Incurred Expenses: The Authority is not responsible for any expenses which persons making submittals may incur in preparing and submitting their Proposals or in participating in the RFP solicitation, selection and negotiation process.
2. Acknowledgment: By making a submittal, the respondent certifies that they have fully read and understand the solicitation and have full knowledge of the nature of services which may be required and of the requirements of the RFP process and agree to abide by such process and Authority's decisions made therein.
3. Request for Additional Information: The respondent shall furnish such additional information as the Authority may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Authority reserves the right to make investigations of the Proposals of the respondent as it deems appropriate, including but not limited to, a background investigation.
4. Acceptance/Rejection/Modifications: The Authority reserves the right to negotiate modifications to submittals that it deems acceptable, reject any and all submittals, and to waive irregularities in the procedure.
5. Addendum or Amendment to Request for Proposals: If it becomes necessary to revise or amend any part of this Request for Proposals, the Authority will endeavor to make available the revision by written Addendum to all prospective respondents who received an original Request for Proposals. Respondents must be diligent to check for any Addendum.

6. Economy of Preparation: Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements.
7. Proprietary Information: In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Proposals and the responses are in the public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from respondents in response to this Request for Proposals will become the property of the Authority and will not be returned to the respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Authority, unless otherwise specified in the Continuing Contract.

**F. CONDITIONS OF SUBMITTALS:**

- 1 Late Submittals- Submittals received by the Authority after the time specified for receipt will not be considered. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of submittals.
- 2 Completeness – All information required by the Request for Proposals must be supplied to constitute a regular submittal.
3. Public Closing – The names of respondents will be publicly read into the record on Wednesday, October 10, 2012 at 2:00 p.m., South Seminole & North Orange County Wastewater Transmission Authority, 410 Lake Howell Road Maitland, Florida 32751-5907.
4. Award Presentation – The Executive Director will present to the Authority's Board for approval of the final ranking of the respondents making submittal(s), or rejection of all or some categories of submittals, within sixty (60) calendar days from the date of opening of submittals.

**III. EVALUATION COMMITTEE AND PROCEDURE FOR REVIEW OF SUBMITTALS**

A committee has been established to review and evaluate all Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all submittals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee pursuant to Section 287.055, Florida Statutes. The factors to be considered by the Authority in making this preliminary finding of qualifications of the respondents are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

The Committee will first review each submittal for compliance with the minimum Proposals and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a submittal.

The Authority reserves the right to reject any and all submittals and to waive irregularities in the procedures. The Authority further reserves the right to seek new submittals when such a procedure is reasonably in the best interest of the Authority to do so.

The selection process will be conducted as follows: Competitive selection – ranking of the most qualified (including, initial review of qualification criteria and cost fee proposal; and interviews as deemed necessary).

**IV. QUESTIONS REGARDING SPECIFICATIONS OR SUBMITTAL PROCESS:**

**A. ADDENDUM**

It will be the responsibility of the respondent to contact the South Seminole & North Orange County Wastewater Transmission Authority prior to filing a submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the submittal.

**B. INQUIRIES:**

Direct inquiries in writing to:  
South Seminole & North Orange County  
Wastewater Transmission Authority's Consulting Engineer:

Reiss Engineering  
1016 Spring Villas Point  
Winter Springs, Florida 32708  
Fax: 407/679-5003  
Email Address: macannata@reisseng.com (preferred method)

**(Remainder of page is intentionally left blank)**

THE FOLLOWING ARE REQUIREMENTS OF THIS RFP, AS INDICATED BELOW. USE OF THIS CHECKLIST MAY HELP ENSURE THAT YOUR SUBMISSION IS COMPLETE.

Place a check mark in the "Done" column as you complete and enclose each item.

Required	Done	Requirement
√		Licenses & Certifications
√		If a corporation, proof of registration in the State of Florida
√		Proof of ability to meet bonding requirements (i.e., payment and performance bonds)
√		Proof of Insurance (must meet Authority's requirements)
√		Copies of proposal with Content Required (Sections 1-8)
√		Schedule of Unit Price Proposal (Proposal content requirement of Section 8)
√		References (list of previous job experience with references from proposal content requirement)
√		Provide a summary of any qualifications that makes the firm uniquely qualified for these types of projects.
√		List of any pending or past litigation your company is or has been involved in.
√		Public Entity Crime (PEC) Form, ADA Statement, Business Entity Form, and Drug-Free Workplace Form
√		Respondent's Certification

**This checklist is for your guidance only and does not necessarily constitute each and every requirement of this RFP. Please read the entire RFP thoroughly to ensure that your submission is complete.**

Addendum Received: # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_





**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE  
PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **South Seminole & North Orange County  
Wastewater Transmission Authority, Florida**

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
**Signature**

Sworn to and subscribed before me this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

OR \_\_\_\_\_

Produced identification \_\_\_\_\_

*Name of Notary*

Notary Public – State of

\_\_\_\_\_

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE  
PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL  
AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the South Seminole & North Orange County Wastewater Transmission Authority, Florida

by: \_\_\_\_\_

(print individual's name and title)

for: \_\_\_\_\_

(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provision pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes;

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
*Signature*

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

\_\_\_\_\_  
*Type of identification*

\_\_\_\_\_  
*Notary Public*

Notary Public – State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR/BIDDER DISCLOSURE)**

I, \_\_\_\_\_, being first duly sworn  
state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the South Seminole & North Orange County Wastewater Transmission Authority ("Authority") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
*Federal Employer Identification Number (If none, Social Security Number)*

\_\_\_\_\_  
*Name of Entity, Individual, Partners or Corporation*

\_\_\_\_\_  
Street Address      Suite      City      State      Zip Code

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name  
Ownership

Address

\_\_\_\_\_%  
\_\_\_\_\_%  
\_\_\_\_\_%

- 
- 
- 
- 
- 

Date \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public – State of \_\_\_\_\_

My Commission expires:

Printed, typed or stamped

## **DRUG-FREE WORKPLACE COMPLIANCE FORM**

### **IDENTICAL TIE BIDS**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that \_\_\_\_\_ does):  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Vendor's Signature: \_\_\_\_\_

**INCLUDE SAMPLE CONTRACT FOR REFERENCE**

## **ACORD Certificate of Insurance Requirements**

### **FAX OR EMAIL THIS IMMEDIATELY TO YOUR INSURANCE AGENT**

Please have your insurance agent email an acceptable ACORD Form (Word or .PDF) to

South Seminole & North Orange County  
Wastewater Transmission Authority  
Attn: Steve Miller, Executive Director  
410 Lake Howell Road  
Maitland, Florida 32751-5907 or Fax 407-628-0153  
RFP# 2012-002

The ACORD certificate must reflect the following as shown on the attached – all **REQUIRED 30 days PRIOR TO the event/project begin date**

- A. Producer – the name, email address, telephone number and fax number of your agent
- B. Insured – your company/group name
- C. Insurers – the insurance companies providing coverage
  - a. Proof of the carrier's FSC rate (must be a 7 or better) **must be faxed** or emailed with the ACORD form on agent/carrier letterhead
- D. The Best Number assigned to this carrier
  - a. Name of carriers as they appear in the A.M. Best ratings guide or internet site at [ambest.com](http://ambest.com).
  - b. Proof of the carrier's Best Rating (must be A- or better) **must be faxed** or emailed with the ACORD form on agent/carrier letterhead.
- E. The NAIC number assigned to this carrier
- F. General liability in the amounts shown for all vendors and contractors
- G. Auto liability if a vendor/event vehicle will be on Authority property
- H. Excess Liability, if a contractor. The minimum is \$2,000,000, but this amount may be greater depending on the award contract amount.
- I. Worker's Compensation, if you will have two or more employees on Authority property. WC Statutory limits must be marked.
- J. Other.
  - a. Liquor liability - must also include a hold harmless agreement and authorization by the Authority.
  - b. Builder's Risk Insurance per project amounts
  - c. Environmental Insurance if applicable
  - d. Errors and Omissions if Consultant services
- K. Description of Operations: The South Seminole & North Orange County Wastewater Transmission Authority must be listed as additional insured. You must show the work/event and the dates of the project (both begin and end dates).
- L. Certificate Holder – must show South Seminole & North Orange County Wastewater Transmission Authority, 410 Lake Howell Road, Maitland, Florida 32751-5907
- M. Cancellation – minimum 30 days

Public Entities/Municipalities: Sovereign immunity standard should appear in Description of Operations with \$100,000/\$200,000 limits. If self funded, rating requirement is waived.



**South Seminole & North Orange County  
Wastewater Transmission Authority  
"NO BID" RESPONSE**

If your firm is unable to submit a bid, please complete and return this form prior to date shown for receipt of proposal, and return to:

Direct inquiries in writing to:  
South Seminole & North Orange County  
Wastewater Transmission Authority  
Attn: Steve Miller, Executive Director  
410 Lake Howell Road  
Maitland, Florida 32751-5907  
RFP# 2012-002

We have declined to propose on **RFP #2012-002**, for the following reasons:

- \_\_\_\_\_ We do not offer this service/product
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet bond/insurance requirements
- \_\_\_\_\_ Specifications unclear (please explain below)
- \_\_\_\_\_ Other (please specify below)

REMARKS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Business Phone

\_\_\_\_\_  
Fax Number

Thank-you!

**ATTACHMENT A**

**South Seminole & North Orange County  
Wastewater Transmission Authority**

**Schedule of Unit Price Proposal**

# ATTACHMENT A - Revised

## South Seminole & North Orange County Wastewater Transmission Authority Schedule of Unit Price Proposal

Item/Description		Estimated Qty		Total Costs
		Not Used	Not Used	Not Used
1	Mobilization / Demobilization (Not Using this Line Item for Pricing)	Not Used		
2	Demolition and Removal of Pre-Existing Mechanically Fastened or Embedded Liner Materials	SF	1000	4000.00
3	Dry Abrasive Blasting and Removal of Existing Coating Material	SF	1000	3000.00
	High Pressure Water Blasting (Minimum 5000 p.s.i.) of Existing Substrate	SF	1000	5200.00
<b>Sewer By-Pass</b>				
4	Bypass 8-inch Sewer Setup (1,000 gpm and turnkey setup with 30' suction and 50' discharge)	EACH	1	400.00
5	Bypass 10-12-inch Sewer Setup (1,000 gpm and turnkey setup with 30' suction and 50' discharge)	EACH	1	500.00
6	Bypass 15-18-inch Sewer Setup (1,000 gpm and turnkey setup with 30' suction and 50' discharge)	EACH	1	1000.00
7	Bypass 24-inch Sewer Setup (1,000 gpm and turnkey setup with 30' suction and 50' discharge)	EACH	1	1400.00
8	Bypass 4-inch Pump (weekly cost for 2 pumps only including auto-dialer and diesel back up)	EACH	1	4200.00
9	Bypass 6-inch Pump (weekly cost for 2 pumps only including auto-dialer and diesel back up)	EACH	1	5600.00
10	Bypass 8-inch Pump (weekly cost for 2 pumps only including auto-dialer and diesel back up)	EACH	1	9800.00
11	Bypass 10-inch Pump (weekly cost for 2 pumps only including auto-dialer and diesel back up)	EACH	1	9800.00
<b>Cementitious Coating or 100% Solid Epoxy Liner (Raven 405 or Strong Seal)</b>				
12	Condition I -- 100% Pure Solids High-Build Epoxy on Liner	SF	1000	6250.00
13	Condition II -- 100% Pure Fused Calcium Aluminate Cementitious Coating	SF	1000	4500.00
14	Condition III -- Composite Level 1 (Minimum 0.5 inch Cementitious or 60 mil Epoxy Combination)	SF	1000	16500.00
15	Condition IV -- Composite Level 2 (Minimum 1 inch Cementitious or 100 mil Epoxy Combination)	SF	1000	18500.00
16	Supplemental 40 mil Thick Layer(s) of Epoxy Top Coat added to Conditions I, III, and IV	SF	1000	3000.00
17	Supplemental 0.5 inch Thick Layer(s) of Cementitious Build-Back added to Conditions II, III, and IV	SF	1000	4500.00





## ATTACHMENT A - Revised

### South Seminole & North Orange County Wastewater Transmission Authority Schedule of Unit Price Proposal

Manhole Supplemental Items				
18	Reset or Adjust Existing Manhole Casting within Asphaltic Pavement	EACH	1	450.00
19	Reset or Adjust Existing Manhole Casting within Green Area	EACH	1	275.00
20	Furnish and Install New Ring and Cover	EACH	1	600.00
21	Re-Construct Existing Manhole Bench and Invert Channel	EACH	1	350.00
22	Furnish and Install New Manhole Chimney Seal	EACH	1	250.00
Lift Station Supplemental Items				
<i>Install New Base Plate and New Pump Base</i>				
23	4-inch	EACH	3	2800.00
24	6-inch	EACH	3	3200.00
25	8-inch	EACH	3	4200.00
<i>Re-Install Existing Pump Base</i>				
26	4-inch	EACH	3	450.00
27	6-inch	EACH	3	500.00
28	8-inch	EACH	3	550.00
<i>Furnish and Install New Base Plate with Existing Pump Base</i>				
29	4-inch	EACH	3	1200.00
30	6-inch	EACH	3	1300.00
31	8-inch	EACH	3	1400.00
<i>Furnish and Install 6" PVC Interior Drop</i>				
32	2' to 4'	EACH	1	250.00
33	4' to 6'	EACH	1	350.00
34	6' to 8'	EACH	1	450.00
<i>Furnish and Install 8" PVC Interior Drop</i>				
35	2' to 4'	EACH	1	300.00
36	4' to 6'	EACH	1	400.00
37	6' to 8'	EACH	1	500.00



## ATTACHMENT A - Revised

### South Seminole & North Orange County Wastewater Transmission Authority Schedule of Unit Price Proposal

<i>Re-Construct Lift Station Fillet</i>				
38	6' Diameter	EACH	1	400.00
39	8' Diameter	EACH	1	600.00
40	10' Diameter	EACH	1	900.00
<i>Remove and Replace Existing Piping (30 ft of HDPE) and Valves within Existing Submersible Lift Station through Existing Valve Vault</i>				
41	Furnish & Install 4-inch piping and stainless steel pressure gauge assembly (single pump)	EACH	1	7000.00
42	Furnish & install 4-inch check valve and plug valve	EACH	1	2800.00
43	Furnish & Install 6-inch piping and stainless steel pressure gauge assembly (single pump)	EACH	1	8500.00
44	Furnish & install 6-inch check valve and plug valve	EACH	1	3600.00
45	Furnish & Install 8-inch piping and stainless steel pressure gauge assembly (single pump)	EACH	1	10500.00
46	Furnish & install 8-inch check valve and plug valve	EACH	1	4500.00
47	Furnish & Install 10-inch piping and stainless steel pressure gauge assembly (single pump)	EACH	1	14000.00
48	Furnish & install 10-inch check valve and plug valve	EACH	1	7600.00
49	Install Valve Vault Drain to Wet Well	EACH	1	1000.00
<b>Emergency Pipe Repair and/or Replacement (No Roadwork Associated Work)</b>				
50	Furnish and Install 12-inch HDPE	LF	200	10000.00
51	Furnish and install 12-inch PVC (C900, DR18)	LF	200	8000.00
52	Furnish and install 16-inch HDPE	LF	200	15000.00
53	Furnish and install 16-inch PVC (C905, DR18)	LF	200	14000.00
54	Furnish and install 20-inch HDPE	LF	200	24000.00
55	Furnish and install 20-inch PVC (C905, DR18)	LF	200	19000.00
56	Furnish and install 24-inch HDPE	LF	200	35000.00
57	Furnish and install 24-inch PVC (C905, DR18)	LF	200	28000.00
58	Furnish and install 30-inch HDPE	LF	200	48000.00
59	Furnish and install 30-inch PVC (C905, DR25)	LF	200	38000.00
60	Furnish and install 36-inch HDPE	LF	200	70000.00
61	Furnish and install 36-inch PVC (C905, DR25)	LF	200	54000.00

## ATTACHMENT A - Revised

### South Seminole & North Orange County Wastewater Transmission Authority Schedule of Unit Price Proposal

Air Release Valve Repair and Maintenance				
62	Inspect	EACH	2	100.00
63	Clean	EACH	20	2500.00
64	Replace stainless steel bolts on hatch lid of below ground vault	EACH	1	465.00
65	Add stainless steel brace	EACH	1	500.00
66	Remove and Replace with 2-inch A.R.I D-021 and add new Valve <i>(not including tapping saddle)</i>	EACH	1	1440.00
67	Remove and Replace with 2-inch A.R.I D-025 and add new Valve <i>(not including tapping saddle)</i>	EACH	1	1820.00
68	Maintenance of Traffic (MOT) less than one hour	EACH	1	75.00
Electrical Service and Controls				
69	Install Control Panel Support System	EACH	1	5000.00
70	Install Control Panel, Conduit, Wiring and Need Components to Pedestal	EACH	1	30000.00
71	Place the Lift Station into Service	EACH	1	600.00
72	Dispose of Construction Related Debris	EACH	1	800.00
73	Restore the Site to its Original Condition <i>(assume 5 cubic-yards of concrete &amp; 144 sqft of grass)</i>	EACH	1	1500.00
Pump Installation				
74	Install pump including guide rails, chain	EACH	1	800.00
TOTAL =				587925.00





## REISS ENGINEERING

PLANNING • DESIGN • CONSTRUCTION

October 19, 2012

Steve Miller, Executive Director  
South Seminole & North Orange County  
Wastewater Transmission Authority  
410 Lake Howell Road  
Maitland, Florida 32751-5907

Subject: Letter of Recommendation - Wastewater Pump Station Construction and  
Rehabilitation Contractor Continuing Services Contract  
Request for Proposal (RFP) 2012-002

Dear Mr. Miller:

On October 10, 2012, we received a total of two submittals for interested companies for the Authority's RFQ on the Contractor Continuing Services. Reiss Engineering, Inc. has completed a formal review and evaluation of the submittals consistent with the requirements in the Request for Proposals (RFP 2012-002).

We have reviewed all of the submittals and have developed a ranking based on the evaluation criteria. Following our review, we recommend the selection of both submittals based on the overall ranking score, the quality of their submittals and the closeness of their scores. We find the project experience, project approach, financials and project schedule for both contractors consistent with the RFP requirements and the cost fee proposal information consistent with current market values. As such, we respectfully recommend award of this continuing contract to the following companies based on ranking as shown on the attached scoring summary:

1. Hinterland Group, Inc.
2. Danus Utilities, Inc.

If you should have questions related to this contract recommendation, please feel free to contact me at any time at 407-679-5358.

Best regards,

REISS ENGINEERING, INC.

Marc A. Cannata, P.E.  
Client Manager

w/Enclosures



**SSNOCWTA Request for Proposal 2012-002 Evaluation Summary Table**

		Hinterland Group				Danus Utilities			
Criteria	Weight	SFM	MAC	JMA	WTH	SFM	MAC	JMA	WTH
Project Manager Similar Projects/Experience	10	9	10	10	10	9	9	9	9
Superintendent Similar Projects/Experience	10	9	10	10	10	9	8	9	9
Company / Project Team Skills and Experience	20	18	20	19	20	18	18	19	18
Location	5	4	4	4	4	4	4	4	4
Schedule	5	4	5	5	4	5	5	5	5
Project Scope, Approach and Understanding	10	10	10	10	10	10	8	9	9
Financial	10	10	10	10	10	10	10	10	10
Schedule of Unit Price Proposal	30	30	30	29	30	15	27	28	26
<b>Schedule</b>	<b>100</b>	<b>94</b>	<b>99</b>	<b>97</b>	<b>98</b>	<b>80</b>	<b>89</b>	<b>93</b>	<b>90</b>
<b>Average</b>		<b>97</b>				<b>88</b>			
<b>Rank</b>		<b>1</b>				<b>2</b>			

RFP NO. 2012-002: Wastewater Pump Station Construction and Rehabilitation  
Contractor Continuing Services

CONTRACTUAL DOCUMENTS

TITLE

CERTIFICATE (CORPORATE)

AGREEMENT

EXHIBITS

- A PERFORMANCE BOND
- B RIDER TO PERFORMANCE
- C LABOR AND MATERIAL PAYMENT BOND
- D RIDER TO PAYMENT BOND
- E CERTIFICATE(S) OF INSURANCE
- F NOTICE OF WORK ORDER AWARD
- G NOTICE TO PROCEED ON WORK ORDER
- H RFP NO. 2012-002 ATTACHMENT A
- I RFP NO. 2012-002 EVALUATION SUMMARY AND RANKING

CERTIFICATE

STATE OF Florida )

COUNTY OF Brevard )

I HEREBY CERTIFY that a meeting of Board of Directors

Of Hinterland Group, Inc., a corporation  
Under of the laws of the State of Florida, held on November 5, 2012, the following  
resolution was duly passed and adopted:

"RESOLVED, that

Daniel Duke III  
(Individual's Name)

as President (Title) of the corporation, is hereby authorized to  
execute the Agreement dated JANUARY 28 2012, between the South Seminole  
& North Orange County Wastewater Transmission Authority and this corporation and  
with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of  
the corporations this 5 day of November 2012.

Andrew Sharpe  
Corporate Secretary

(Corporate Seal)

## AGREEMENT

THIS AGREEMENT, made and entered into this 28<sup>TH</sup> day of JANUARY 2012<sup>3</sup> A.D., by and between South Seminole & North Orange County Wastewater Transmission Authority party of the first part (hereinafter referred to as "OWNER"), whose address is 410 Lake Howell Road Maitland, FL 32751 and Hinterland Group, Inc., party of the second part (hereinafter referred to as "CONTRACTOR"), whose address is 5580 State Road 524, Cocoa, Florida 32926

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

### ARTICLE I - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation and perform all of the work as specified, indicated or described in the Contract Documents as described in Article VIII and shall further perform services contained in the Work Orders issued pursuant to ARTICLE III as prepared by South Seminole & North Orange County Wastewater Transmission Authority.

### ARTICLE II - THE AGREEMENT SUM

The OWNER shall pay to the CONTRACTOR, for the faithful performance of the Agreement and Scope of Work in ARTICLE I herein, in lawful tender of the United States, and subject to addition and deductions as provided in the Contract Documents, as follows:

Based on such sums set forth in Attachment A (Schedule of Unit Price Proposal) from RFP NO. 2012-002, or such sums agreed upon by both CONTRACTOR and OWNER for assigned work as described in RFP NO. 2012-002 and issued Work Orders.



### ARTICLE III – WORK ORDERS

OWNER and CONTRACTOR will confirm Scope of Work and Agreement Sum through issuance of Work Orders. Issuance of Work Orders may be done at the OWNER's discretion based on one of the following methods. The Parties to this AGREEMENT recognize that three (3) Contractors have been selected and ranked for issuance of Work Orders :

- Bidding Work Order(s) on an individual basis with the lowest bid Contractor being awarded the Work Order(s). OR
- Rotating Work Order(s) with each Contractor based on ranking summary from RFP NO. 2012-002 results (EXHIBIT I – Evaluation Summary and Ranking), with first Work Order going to first ranked Contractor, second Work Order going to second ranked Contractor and third Work Order to third ranked Contractor until rotation is completed. Should a Contractor be unable to participate on a particular Work Order then the next Contractor in-line would get the opportunity to commence and complete that Work Order.

The selected Contractor will be issued a NOTICE OF WORK ORDER AWARD as provided herein as an EXHIBIT F.

### ARTICLE IV - COMMENCEMENT AND COMPLETION OF WORK

1.) The CONTRACTOR shall commence work within 10 calendar days after receipt of NOTICE TO PROCEED ON WORK ORDER (provided as EXHIBIT G) and receipt of conformed Drawings and Specification and will complete the same within the time allotted for each Work Order authorization unless the period for final completion is extended otherwise by the CONTRACT DOCUMENTS.

2.) The CONTRACTOR shall prosecute the work with faithfulness and diligence.

3.) The CONTRACTOR further declares upon the issuance of a Work Order he will have examined the site of the work and that from personal knowledge and experience or that he has made sufficient investigations to fully satisfy himself that such site is correct and suitable for the work and he assumes full responsibility therefore. The provisions of this Agreement shall control any inconsistent provisions contained in the Drawings and Specifications. Upon receipt of the Work Order, all Drawings and Specifications shall be read and carefully considered by the CONTRACTOR, who understands the same and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall this Agreement be more strongly construed against the OWNER than against the CONTRACTOR and his Surety.

Any ambiguity or uncertainty in the Drawings or Specifications associated with the Work Order shall be interpreted and construed by the OWNER's Engineer (Engineer), and his decision shall be final and binding upon all parties, provided the OWNER agrees.



It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the South Seminole & North Orange County Wastewater Transmission Authority or by any agent or representative as in compliance with the terms of this Agreement and/or of the Drawings and Specifications or other portions of the Contract Documents associated with the Work Order covering said work shall not operate as a waiver by the OWNER of strict compliance with the terms of this Agreement and/or the Drawings and Specifications covering said work; and the OWNER may require the CONTRACTOR and/or his Surety to repair, replace, restore and/or make to comply strictly and in all things with this Agreement and the Drawings and Specifications any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and or acceptance of any such work or material, are found to be defective or to fail and in any way to comply with this Agreement or with the Drawings and Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The CONTRACTOR shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the CONTRACTOR and/or his Surety, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the OWNER, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the CONTRACTOR and/or his Surety, who shall in any event be jointly and severally liable to the OWNER for all damages, loss and expense caused to the OWNER by reason of the CONTRACTOR'S breach of this Agreement and/or his failure to comply strictly and in all things with this Agreement and with the Drawings and Specifications.

4.) As-built drawings, warranties must be submitted to the Engineer in accordance with the approved Scope of Work as set forth in the Work Order specified in ARTICLE III before final payment will be made to the CONTRACTOR.

#### ARTICLE V - LIQUIDATED DAMAGES

1.) It is mutually agreed that time is of the essence in regard to this Agreement and should the CONTRACTOR fail to complete the Scope of Work as set forth in any issued Work Order, as established in ARTICLE III, within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR, and the OWNER will retain the amount of:

<u>Issued Work Order Amount</u>	<u>Daily Charge per Calendar Day</u>
<input type="checkbox"/> \$50,000 and under	\$ 200
<input type="checkbox"/> Over \$50,000 but less than \$250,000	\$ 400
<input type="checkbox"/> \$250,000 but less than \$500,000	\$ 600

for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion shall have been fully accomplished. It is also hereby agreed that if this Scope of Work as set forth in the Work Order as established in ARTICLE III is not finally completed, in accordance with the requirements



of the contract documents, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty:

<u>Issued Work Order Amount</u>	<u>Daily Charge per Calendar Day</u>
<input type="checkbox"/> \$50,000 and under	\$ 200
<input type="checkbox"/> Over \$50,000 but less than \$250,000	\$ 400
<input type="checkbox"/> \$250,000 but less than \$500,000	\$ 600

for each and every calendar day elapsing between the date fixed for final completion and the date such final completion shall have been fully accomplished. Said liquidated damages shall be payable in addition to any extra expenses or costs incurred by the Owner including, but not limited to: inspection and supervision occasioned by the delay; materials and equipment storage fees; additional employee salaries and benefits; rental of space; all utilities; and shall not exclude the recovery of damages by the Owner under other provisions of the contract documents.

2.) For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day schedule for protection.

#### ARTICLE VI - PARTIAL AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions as presented in the RFP NO. 2012-002: Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services, and subject to additions and deductions as provided, the OWNER shall pay the CONTRACTOR as follows:

1.) CONTRACTOR shall submit a progress payment request by the third (3rd) day of each calendar month for work performed during the preceding calendar month. Upon Contractor's signature accepting the PARTIAL PAYMENT AUTHORIZATION, the Owner shall make a partial payment to the Contractor, within fifteen (15) working days, on the basis of a duly certified and approved estimate by the Owner and the Engineer, for work performed during the preceding calendar month under the Agreement. To insure proper performance of the Agreement, the OWNER shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the Agreement.

2.) Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the OWNER, final payment on account of this Agreement shall be made within 30 working days after completion of all work by the CONTRACTOR covered by this Agreement and acceptance of such work by the OWNER.

#### ARTICLE VII - ADDITIONAL BONDS

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached as EXHIBITS A through D for its faithful performance and payment of labor and materials, the OWNER shall deem the Surety or Sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance and payments of the work, the CONTRACTOR shall, at his expense, and within seven (7) days after receipt of Notice from the OWNER to do so, furnish additional bonds, in such form and amounts, and with such Sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed due under this Agreement until such new or additional security for the faithful performance and for payment of labor and materials of the work shall be furnished in manner and form satisfactory to the OWNER.

#### ARTICLE VIII - CONTRACT DOCUMENTS

The Contract Documents, as stated in the RFP NO. 2012-002: Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services and herein made a part, are as fully a part of this Agreement as if herein repeated consist of the following and in Document Precedence as follows:

- 1.) This Agreement
- 2.) Exhibits to this Agreement
- 3.) Addenda (Modification)
- 4.) Division 00 (as provided in RFP NO. 2012-002)
- 5.) Division 01 (as provided in RFP NO. 2012-002)
- 6.) Drawings and Specifications
- 7.) Instructions to CONTRACTORS
- 8.) Work Order to be Issued Based on Article III

#### ARTICLE IX – WORK CHANGES

The OWNER reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Agreement, and agrees to make corresponding adjustments in the Agreement Sum and time for completion. Any and all changes must be authorized by a written change order signed by the Executive Director of SSNOCWTA or his designee as representing the OWNER. Work shall be changed and the Work Order sum and completion time shall be modified only as set out in the written change order. Any adjustment in the Agreement Sum resulting in a credit or a



charge to the OWNER shall be determined by a mutual agreement of the parties before starting the work involved in the change.

#### ARTICLE X – COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Scope of Work as set forth in the Work Order specified in ARTICLE III. All materials furnished and work done is to comply with all local state and federal laws and regulations.

#### ARTICLE XI – CLEANING UP

Contractor shall, during the performance of this Agreement, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractor's equipment and all excess materials, and put the work area in a neat, clean and sanitary condition and restore to original job site condition.

#### ARTICLE XII – LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Agreement.

#### ARTICLE XIII – ASSIGNMENT

Contractor shall not delegate or subcontract any part of the work under this Agreement or assign any monies due him hereunder without first obtaining the written consent of the OWNER or its Authorized Representative.

#### ARTICLE XIV – SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

#### ARTICLE XV – INSURANCE

The CONTRACTOR shall procure and maintain insurance requirements as stated in RFP NO. 2012-002: Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Service and presented in the EXHIBIT E - CERTIFICATE(S) OF INSURANCE.

#### ARTICLE XVI – GENERAL CONDITIONS

The CONTRACTOR shall comply with the General Conditions as stated in RFP NO. 2012-002: Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 28<sup>TH</sup> day of JANUARY 2012 3 ffr

SSNOCWTA

Steve Miller  
Steve Miller, Executive Director

Authority Seal

Attest:

Wendy Woodhouse  
Wendy Woodhouse, Administrator

(Corporate Seal)

Hinterland Group, Inc.  
(Company Name)

By:

Signature

Daniel Duke III, President  
(Name/Title Printed or Typed)

5580 State Road 524, Cocoa, FL  
Address 32926

Dduke1@hinterlandgroup.co  
E-mail Address

321-633-7066  
Telephone Number

If a corporation, affix corporate seal and have corporate secretary attest.

Attest:

Andrea Sharpe  
Corporate Secretary

Andrea Sharpe  
(Name Printed or Typed)



## **SOUTH SEMINOLE & NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY**

410 Lake Howell Road

Maitland, FL 32751-5907

January 10, 2012

Hinterland Group Inc.  
Mr. Daniel Duke  
5580 S. R. 524  
Cocoa, FL 32128

Subject: Wastewater Pump Station Construction and Rehabilitation  
Contractor Continuing Services

Dear Mr. Duke:

Please find enclosed Hinterland's copy of the executed Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services contract that will be effective January 28, 2013. This is for a 12 month period that may be extended annually (3 year limit) if agreed by both parties.

SSNOCWTA looks forward to continue a rewarding working relationship with Hinterland Group.

Sincerely,

Stephen F. Miller  
Executive Director





## **SOUTH SEMINOLE & NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY**

410 Lake Howell Road

Maitland, FL 32751-5907

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January 31, 2013

TO: Whom It May Concern

RE: RFP NO. 2012-002 Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services

South Seminole & North Orange County Wastewater Transmission Authority has selected Hinterland Group Inc. under the above referenced RFP. Hinterland Group Inc. has a Contractor's Master Continuing Services Contract for the period of one year, which may be extended by mutual agreement of the Authority and Hinterland Group Inc. for up to three additional one year terms,

South Seminole & North Orange County Wastewater Transmission Authority does not have any issues with another City/County piggybacking our bid package.

Stephen F. Miller  
Executive Director



## SOUTH SEMINOLE & NORTH ORANGE COUNTY WASTEWATER TRANSMISSION AUTHORITY

### NOTICE OF AGREEMENT RENEWAL

January 16, 2014


Hinterland Group Inc.  
Mr. Daniel Duke III  
5580 S.R. 524  
Cocoa, FL 32128

REFERENCE: NOTICE OF AGREEMENT RENEWAL – RFP NO. 2012-002: Wastewater Pump Station Construction and Rehabilitation Contractor Continuing Services

The initial term on the above referenced agreement is due to expire on January 27, 2014. Pursuant to the Agreement and its general conditions, the parties hereby elect to exercise the first one (1) year extension of the initial term. This one (1) year extension shall begin on January 28, 2014 and shall end on January 27, 2015. The conditions and requirements in the original signed Agreement are incorporated hereby.

Dated this 16<sup>th</sup> day of January 2014.

South Seminole & North Orange  
County Wastewater Transmission Authority:

By:   
Ed Gil de Rubio, Executive Director

### ACKNOWLEDGE AND ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AGREEMENT RENEWAL is hereby acknowledged and accepted for an additional one-year term by:

Hinterland Group, Inc.  
Name of Corporation, Partnership, or Individual

this the 22<sup>nd</sup> day of January, 2014

By:   
Daniel Duke III

Title: President