



CITY HALL - P.O.Box 1100 PINELLAS PARK,  
FL 33780-1100

### CONTRACT CHANGE ORDER

CONTRACTOR: Cobra Environmental Inc.  
15896 Mellen Lane  
Jupiter, FL 33478

CONTRACT NO: BID 22/009  
CONTRACT TITLE: Annual Cured-In-Place-Pipe (CIPP) Lining 2023-2027  
CHANGE ORDER #: 3

ORIGINAL CONTRACT AMOUNT: 2,000,000

PREVIOUS CHANGE ORDERS: APPROVED Yes No. 2 AMOUNT: \$-1,249.46  
APPROVED Yes No. 1 AMOUNT: \$-14,587.40  
APPROVED \_\_\_\_\_ No. \_\_\_\_\_ AMOUNT: \_\_\_\_\_

You are hereby directed to comply with the following change(s) to the contract documents, plans and/or specifications.

DESCRIPTION OF CHANGES: Increasing funds for the remaining 2 years of this 5 year contract.

PRICE:  INCREASE  DECREASE BY \$ 800,000.00

DURATION:  INCREASE  DECREASE BY \_\_\_\_\_ DAYS

FOR MULTI-YEAR CONTRACTS, IS THIS AN ANNUAL CHANGE OR ONE TIME:  ANNUAL  ONE TIME

RECOMMENDED BY: Rosanna Hany DATE: 3/25/26  
CITY MANAGER OR PURCHASING DIRECTOR

ACCEPTED BY: Cobra Environmental Inc - Justin Lusk - President DATE: 03/25/26  
CONTRACTOR

APPROVED BY: [Signature] DATE: 3-27-26  
DEPARTMENT ADMINISTRATOR

DATE APPROVED BY COUNCIL/AGENDA ITEM #: \_\_\_\_\_

CITY OF



**PINELLAS PARK**

• **SIMPLY CENTERED** •

**Bid 22/009 Contract**  
**Annual Cured-in-Place-Pipe (CIPP) Lining 2023-2027**  
**Cobra Environmental INC**  
**15896 Mellen Lane**  
**Jupiter, FL 33478**  
**561.398.1122**

**Sanitary and Sewer Division**



**ONLINE SERVICES**

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**LICENSEE DETAILS**

3:14:07 PM 1/24/2023

**Licensee Information**

Name:	JORGENSEN, DANIELLE M (Primary Name) COBRA ENVIRONMENTAL INC. (DBA Name)
Main Address:	1189 OAK LANDING DR ORANGE CITY Florida 32763
County:	VOLUSIA
License Location:	6671 WEST INDIANTOWN RD STE 60-263 JUPITER FL 33458
County:	PALM BEACH

**License Information**

License Type:	Certified Underground Utility and Excavation Contractor
Rank:	Cert Under
License Number:	CUC1225443
Status:	Current,Active
License Date:	11/13/2017
Expires:	08/31/2024

**Special Qualifications**

**Qualification Effective**

Construction Business	11/13/2017
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**Alternate Names**

[View Related License Information](#)

[View License Complaint](#)

2801 Blair Stone Road, Tallahassee FL 32309 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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## Detail by Entity Name

Florida Profit Corporation  
COBRA ENVIRONMENTAL INC.

### Filing Information

<b>Document Number</b>	P09000023404
<b>FEI/EIN Number</b>	26-4468336
<b>Date Filed</b>	03/13/2009
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	02/06/2020
<b>Event Effective Date</b>	NONE

### Principal Address

15896 Mellen Ln  
Jupiter, FL 33478

Changed: 03/17/2021

### Mailing Address

6671 W. Indiantown Rd SUITE 50-253  
Jupiter, FL 33458

Changed: 02/06/2020

### Registered Agent Name & Address

LUSK, JUSTIN A  
15896 Mellen Ln  
Jupiter, FL 33478

Name Changed: 02/06/2020

Address Changed: 03/17/2021

### Officer/Director Detail

**Name & Address**

Title PST

LUSK, JUSTIN  
 15896 Mellen Ln  
 Jupiter, FL 33478

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2021	03/17/2021
2022	01/17/2022
2023	01/23/2023

**Document Images**

<a href="#">01/23/2023 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/17/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/17/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/06/2020 -- Amendment</a>	View image in PDF format
<a href="#">01/14/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/14/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/16/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/11/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/27/2016 -- Amendment</a>	View image in PDF format
<a href="#">08/15/2016 -- Amendment</a>	View image in PDF format
<a href="#">01/15/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/26/2015 -- Name Change</a>	View image in PDF format
<a href="#">01/06/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/15/2014 -- Amendment</a>	View image in PDF format
<a href="#">02/28/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/29/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/09/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/19/2011 -- REINSTATEMENT</a>	View image in PDF format
<a href="#">03/13/2009 -- Domestic Profit</a>	View image in PDF format

City of  
**Pinellas Park**

Purchasing Division  
P.O. Box 1100  
Pinellas Park, FL 33780-1100



**Florida**

Phone • 727.369.5712  
[Purchasing@Pinellas-Park.com](mailto:Purchasing@Pinellas-Park.com)

**CITY OF PINELLAS PARK  
NOTICE OF BID 22/009  
ANNUAL CURED-IN-PLACE PIPE (CIPP) LINING 2023-2027**

The City of Pinellas Park is accepting sealed bids from Florida licensed contractors to furnish all services, labor, new and of good-quality materials, equipment, and services for Bid 22/009 until **10:00 A.M. EST on Wednesday, 18 January 2023.**

This is a five (5) year contract period with an estimated annual budget of \$550,000.00, subject to the availability of funds.

All Work must be completed by **365** calendar days after issuance of Notice-to-Proceed.

Address any/all questions regarding this project to [Purchasing@Pinellas-Park.com](mailto:Purchasing@Pinellas-Park.com) no later than **3:00 P.M. EST on Wednesday, January 11 2023.**

**All bids** must be accompanied by a certified check, bank draft, or bid bond in the sum of five percent **(5%) of the base bid**, made payable to the City of Pinellas Park. Should the bid be accepted, a check, draft, or bid bond shall be a guarantee that the bidder will, within ten days after the acceptance of his bid, enter into an Agreement with the City of Pinellas Park for the services proposed to be performed.

All Florida resident or Florida non-resident licensed agents must be licensed, appointed and approved by the Florida Department of Financial Services to transact business in Florida on behalf of the Surety Company. Merely providing a power of attorney letter is not in accordance with Florida Statute 626. If the City determines that any/all bond(s) are not valid, the bidder will have Forty-Eight (48) hours to submit a valid bond(s) or certified check.

All bidders must submit one **(1)** original and three **(3)** copies of your bid forms, bid bond, statement of entity crimes, and any/all attachments as requested in this bid package. Submit bid packages to the Purchasing Division at 8000 60<sup>th</sup> St. N., Pinellas Park, FL 33781 no later than **10:00 A.M. EST on Wednesday, 18 January 2023.**

Failure to submit all requested original documents and copies on time may result in the disqualification of your bid.

Bids may be withdrawn prior to the date of opening, but no bid may be withdrawn for a period of 90 days after the date of the opening of bids. Sealed bids shall be delivered to the Purchasing Division at 8000 60<sup>th</sup> St. N., Pinellas Park, FL 33781. Any bids received after the specified time and date will not be considered. Unsealed bid envelopes will not be accepted.

**Note: PLAINLY MARK THE FRONT OF YOUR BID ENVELOPE**

**"Sealed Bid 22/009 – Annual Cured-in-Place Pipe (CIPP) Lining 2023-2027"**

All bids must be sealed, do not email/fax/etc. any bid/proposal.

The City of Pinellas Park is not responsible for the United States Mail, private couriers, or messengers concerning bid delivery by the specified time.

All bidders are invited to attend the public bid opening, which will be held at the Purchasing Division, 8000 60th St. N., Pinellas Park, Florida 33781 at **10:00 A.M. EST on Wednesday, 18 January 2023**; however, no award of bid will be made at that time. A tabulation of all bids received must be prepared and presented to the City Manager and City Council for final approval prior to award of bid.

The City of Pinellas Park reserves the right to utilize any applicable Government contract(s) in lieu of or in addition to this bid. The City of Pinellas Park reserves the right to reject any or all bids, waive any irregularities in bids received, or make the award of bid towards what best serves the interest of the City.

The City reserves the right to award the contract or multiple contracts to one or multiple Bidders, as shall best serve the interest of the City, unless specified otherwise.

The Base Bid includes: GROUP I - GENERAL, GROUP I - SANITARY SEWER, and GROUP I - MISCELLANEOUS. **In order to be considered a responsive bid, all items must be quoted in the Base Bid (Group I), plus all items in at least Group II or Group III.**

The City anticipates awarding the Base Bid to one or multiple Bidders, together with Group II and/or Group III sections, in any combination.

**E-Verify**

In compliance with Florida Statute Section 448.095, the bidder must be registered with and use the E-Verify System to verify work authorization status of all employees hired after January 1, 2021. Register at [E-Verify.gov](https://www.dhs.gov/e-verify). Include verification of registration with your bid.

**Florida Division of Corporations**

To conduct business in the State of Florida, bidders must be registered with the Florida Division of Corporations. Register at [MyFlorida.com/Sunbiz](https://www.myfloridabiz.com). Include verification of registration with your bid. Ensure the required signature pages are signed by an Authorized Person as indicated on the Florida Division of Corporations (Sunbiz) website. If signed by an alternative signator, please include a Corporate Resolution evidencing signator's authority to execute documents on behalf of the firm.

**Department of Business & Professional Regulation**

Pursuant to Florida Statute 489.131, bidders must be registered with Florida DBPR. Register at [MyFloridaLicense.com/DBPR](https://www.myfloridalicense.com). Include verification of registration with your bid.

All submitted bids will be considered the property of the City of Pinellas Park.

Your action in submitting a bid is sincerely appreciated.

Purchasing Director  
City of Pinellas Park

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## **INFORMATION FOR BIDDERS**

### **CONDITIONS OF WORK**

Each bidder shall have read and be thoroughly familiar with the bid document(s) and other contract documents. Failure to do so will not relieve the successful bidder of his obligation to furnish all supervision, labor, material, and equipment necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the contract, but bidders must familiarize themselves with every provision and its effect. The Owner/Designee makes no representations other than those stated or shown directly in the contract documents. In case there is any item in the contract documents which is not clear to the Bidder or which may, in his opinion, be impossible to comply with, the Bidder is urged to immediately notify the Owner/Designee. If it is considered necessary and time permits, an addendum will be forwarded to each holder of the bid package to clarify the question. However, notwithstanding the foregoing, bidders may not rely on verbal information furnished by any Designee or Employee of the City. All requests for information must be made in writing, addressed to "Owner's Purchasing Director" or his Designee at [Purchasing@Pinellas-Park.com](mailto:Purchasing@Pinellas-Park.com).

The bidder, by and through the submission of a bid, accepts responsibility for having theretofore examined the site, the location, and route of all proposed work and for having satisfaction as to the character of the route, the location, surface and underground obstructions, and all other physical characteristics of the work in order to include in the prices of the bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation, or replacement of any objects or obstructions which will be encountered in doing the proposed work.

### **QUALIFICATIONS OF BIDDERS**

Bidders shall have received bid document(s) from the Purchasing Division. The Owner/Designee may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner/Designee any additional information and financial data for this purpose as the Owner/Designee may request. The data shall include a detailed and up-to-date list of plans and equipment the bidder proposes to use, indication of which portions he already possesses and a detailed description of the method and program of the work he proposes to follow. A pre-award inspection of the bidder's facility may be made prior to the award of the contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods, and/or services as described in this bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City of Pinellas Park, Florida.

The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance and experience with the City and any other governmental entity within the State of Florida in making the award in the best interest of the City.

The City may require bidders to show proof that they have been designated as an authorized representative of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the bidder's submission may render the bid non-responsive.

The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment and organization which would have been necessary during the bid evaluation in order to comply with this demonstration of competency section.

### **PREPARATION OF BIDS**

Bids must be submitted upon the prescribed forms. All blank spaces must be filled in as noted, in ink or typed, in both words and figures, if applicable, with amounts extended and totaled; no changes shall be made in the phraseology of the forms or in the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amounts shall govern. Any bid may be deemed non-conforming which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

The time of completion of the work performed under the contract will be the number of calendar days stated from the date of the Notice to Proceed. If the bid is made by a partnership or corporation, the name and addresses of the partners or officers must be entered on the form. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers thereof.

### **BID SECURITY**

Each bid must be accompanied by a deposit of not less than **five percent (5%)** of the amount of the gross sum named in the bid. The deposit shall consist of a certified check, cashier's check, or bid bond payable to the Owner. Within 90 days after the formal opening of bids, checks or bid bonds, will be returned except the bid security of the successful bidder. The bid security of the successful bidder will be returned without interest when the Contract has been approved and executed.

### **RECEIPT AND OPENING OF BIDS**

Sealed bids will be received as stated in the "Notice of Bid" and then publicly opened and read aloud. Bids shall be made on the forms enclosed and submitted in a sealed envelope addressed as indicated in the "Notice of Bid."

### **ANALYSIS OF BID PRICES**

Before award of the Contract, if requested, any bidder shall furnish to the Owner an analysis of his bid prices.

### **CHANGES IN PROJECT SCOPE**

The bidder is advised that the Owner/Designee reserves the right to delete or add to any item or items of the work, which, in his opinion, is in the best interest of the City. Assurance is granted that such change will not exceed twenty-five percent (25%) of the Contract award.

### **RIGHT TO ACCEPT AND REJECT BIDS**

The Owner/Designee reserves the unqualified right, in the Owner/Designee's sole and absolute discretion, to reject any and all bids, which in the Owner/Designee's sole and absolute judgment will, under all circumstances, best serve the public interest. A bid may not be accepted from, nor any contract awarded to, any person or firm, which is in default or in arrears to the City of Pinellas Park upon any debt or contract or which is in default as a surety or otherwise in default upon any obligation to the City of Pinellas Park.

## **ACCEPTANCE OF BID AND AWARD OF CONTRACT**

Within ninety (90) days after the opening bids, the Owner/Designee will accept one of the bids or will act in accord with the "Right to Accept and Reject Bids" paragraph of this Information for Bidders. The acceptance of the bid will be by notice in writing signed by the Owner/Designee and mailed to or delivered at the office designated in the bid.

## **SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with his delivery of the executed Contract, the successful bidder shall deliver to the Owner/Designee an executed bond in the amount of **one hundred percent (100%)** of the accepted bid as security for faithful performance of his Contract, and for payment of all persons performing labor or furnishing equipment, supplies or materials in connection therewith, and have as Surety thereon such company or companies approved by the Owner/Designee and authorized to transact business in the state where the work is located.

If within ten (10) days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the Contract and to furnish the required Contractor's bond and insurance policies properly signed by the Contractor, Insurance Company and the Surety or Sureties satisfactory to the Owner/Designee, the bidder shall be deemed to be in default, and the Owner/Designee will retain his bid security as liquidated damages, but not as a penalty.

If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners; if a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts in the Contract. Each executed bond shall be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer, or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney or other certificate of authority of its agent, officer, or representative was issued.

**BID SUBMITTAL CHECKLIST**

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response.

Items are checked if they are required with your bid submittal or if they must be on file prior to award.

Additional documentation may be requested by the City to ensure contract compliance.

✓	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID	SUBMIT PRIOR TO AWARD
	Bid Bond	1	✓	
	E-Verify Registration	2	✓	
	Sunbiz Registration	2	✓	
	Florida DBPR Registration	2	✓	
	Proof of Insurance	17	✓	
	Indemnification and Hold Harmless Agreement	26	✓	
	Public Entity Crimes Statement	27	✓	
	Non-Collusion Affidavit	29	✓	
	Trench Safety	30	✓	
	Bid Summary Form	31	✓	
	Addenda Acknowledgement Form (if applicable)	33	✓	
	Statement of No Bid (if applicable)	34	✓	
	Line-Item Detail	Separate Excel file	✓	
	Public Construction Bond			✓
	Certificate of Insurance			✓
	W-9			✓

**CONSTRUCTION CONTRACT  
GENERAL TERMS AND CONDITIONS  
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## **DEFINITIONS AND TERMS**

The terms used in these specifications are defined as follows:

<b>OWNER:</b>	CITY OF PINELLAS PARK PINELLAS COUNTY, FLORIDA
<b>CONTRACTOR:</b>	The person, firm, or corporation with whom this Contract is executed by the Owner.
<b>DESIGNEE:</b>	The City Manager of the City of Pinellas Park, or the person so designated in writing.
<b>SUBCONTRACTOR:</b>	Any person, firm, or corporation other than the Contractor supplying material, equipment, supplies, or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the City.
<b>SURETY:</b>	Any person, firm, or corporation that has executed the Contractor's performance bond securing the performance of this Contract.
<b>SCOPE OF WORK:</b>	The detailed written description of the work.
<b>PROJECT:</b>	The entire service to be performed as set forth in the Contract Documents.
<b>NOTICES &amp; CLAIMS:</b>	A notice is defined to be information rendered by either party to the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the Contractor to the Designee must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the Contractor to the Designee.
<b>OWNER'S ADDRESS FOR NOTICES:</b>	City of Pinellas Park Purchasing Division P.O. Box 1100 Pinellas Park, FL 33780-1100

## **DRAWINGS**

### **(a) Checking of Drawings and Dimensions**

The Contractor shall immediately check all drawings furnished upon their receipt and shall promptly notify the Designee in writing of any discrepancies. Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall be like effect as if shown or mentioned in both.

Figures marked on drawings shall, in general, be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby. When dimensions on the drawings are affected by the type of equipment selected, the Contractor shall adjust such dimensions as conditions may require.

### **(b) Copies of Drawings and Specifications Furnished**

The Designee will furnish to the Contractor, free of charge, three (3) copies of drawings and specifications necessary for the execution of the work. Additional copies of the plans and specifications may be obtained from the Designee upon payment of reproduction costs. One complete set of all drawings and specifications provided to the Contractor as aforementioned shall be maintained at the job site by the Contractor and shall be available to the Designee at all times.

## **PRECONSTRUCTION CONFERENCE**

Prior to starting the work, a preconstruction conference will be held to review the work schedules, to establish procedures for handling Shop Drawings and other submissions, for processing Periodic Pay Estimates, and such other matters as may be pertinent to the Project.

## **NOTICE TO PROCEED**

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with notice from the Designee to commence work. The Notice to Proceed will include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice and following a preconstruction conference. The contract time shall begin ten (10) days after the date of the Notice to Proceed.

## **PROGRESS, REPORTS, AND CONTROL OF THE WORK**

The Contractor must submit a proposed schedule of the work at the preconstruction conference. The proposed schedule shall be submitted in electronic file format utilizing Microsoft Project format or other Owner approved equal electronic file format, and shall include a schedule and charts of work to be performed. The purpose of this schedule is to enable the Owner and the Designee to govern the work, to protect the functions of the City and its citizens, and to aid in providing appropriate supervision. The Designee shall have the right to reschedule work provided such rescheduling is in accord with the remainder of terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, and the approximate number of crews and equipment to be used. The Designee, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Designee with each monthly pay request a summary report of the progress of the various parts of the work under the Contract, in fabrications and in the field, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Designee's review and approval. Additional detailed schedules may be required by the Designee for daily traffic control.

## **APPROVAL OF SUBCONTRACTS**

The Contractor shall, as soon as practicable after the signing of the Contract and prior to the preconstruction conference, notify the Designee in writing of the names of subcontractors proposed for the work and shall not employ any that have not been approved by the Designee and/or the Owner in writing.

The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, materialmen, laborers, equipment providers, etc., of persons either directly or indirectly employed, used, authorized, or utilized by the Contractor, Subcontractors, materialmen, laborers, suppliers, equipment providers, etc. Nothing contained in the Contract documents shall create any contractual relation between any subcontractor, materialmen, laborers, suppliers, equipment providers, etc. (and any person/entity either directly or indirectly employed, authorized, utilized, or used by any of them) and the Owner.

## **PROSECUTION OF WORK**

The work shall be executed at such time and in or on such part or parts of the project with such forces of workers, materials, and equipment as may be ordered by the Designee, in writing, to complete the project as contemplated in the drawings, specifications, contract, and schedules, including such detailed drawings as may be furnished by the Designee from time to time during the prosecution of the work in explanation of said drawings. If, at any time, the materials and appliances to be used appear to the Designee as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order, but the failure of the Designee to demand any increase of such efficiency of any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract. The Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work will be in first class and acceptable condition within the Contract time according to the schedule.

If the Contractor desires to carry on work at night or outside the regular hours, he shall submit application to the Designee, but he shall allow ample time to enable satisfactory arrangements to be made for inspecting the work in progress. The Designee may grant permission unless local regulations prohibit such work. If granted permission, the Contractor shall comply with all regulations and legal requirements.

## **WORKMANSHIP, MATERIALS, AND WORKERS**

Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose, and acceptable to the Designee. The Designee shall decide the question of equality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. To the extent required by the specifications or by the Designee, the Contractor shall furnish the Designee, for approval, full information concerning the materials or articles or methods of work which he contemplates incorporating in the work, including samples of materials. Articles installed or used or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

The Designee or the Owner may require the contractor to remove from the work such employees as the Designee or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment of the work is deemed to be contrary to the Owner's interest.

## **DELAYS AND EXTENSION OF TIME**

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delays in transportation, unavoidable casualties or by delay

authorized by the Designee pending arbitration, or by any cause which the Designee shall decide justifies the delay, then the time of completion may be reasonably extended by the Owner in writing signed by Owner. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Designee within 48-hours of the event or incident causing the delay, and as otherwise provided by the definition of "Notice."

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand in writing for such drawings, and not then unless such claim be reasonable and as otherwise provided by the definition of "Notice."

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents. In the event of any conflict between the terms or conditions of the Construction Contract and the terms or provisions of these General Conditions, then the Construction Contract shall control.

### **RIGHTS AND RESPONSIBILITIES OF THE OWNER DURING CONSTRUCTION**

(a) Surveys and Lands for Work

The Owner shall provide the lands upon which the work under this Contract is to be done. The Contractor shall provide all necessary additional land required, together with access to same, for the erection of temporary construction facilities and storage of his material. The Owner shall furnish all land survey data available for this project. The Contractor shall employ a surveyor registered in the State of Florida to lay out the work and to certify the As-Built drawings and to reset any survey monument's section corners, etc., which are overlaid or destroyed during paving/milling. The Owner/Designee may waive the above requirement of retainment of a surveyor and certification of the As-Built drawings but only in a writing signed by Owner/Designee.

(b) Use of Completed Portions

The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work, even if possessed or used by Owner, not completed in accordance with the Contract Documents.

(c) The Owner's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

(d) Defective Materials and Work

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials whether in place or not, shall be rejected and condemned and shall be immediately removed from the work, unless otherwise permitted. No material, which has been rejected, the defects of which have been corrected or removed, shall be used until written approval has been given by the Designee. All work, which has been rejected or condemned, shall be remedied or, if deemed necessary, shall be removed or replaced in an acceptable manner by the Contractor at his own expense. Should the Contractor fail to remove rejected materials, or fail or refuse to remedy or replace defective work, the Designee may withhold all payments, which are due or will become due, and suspend the work until such orders are complied with.

(e) No Waiver of Rights

No inspection, orders, measurements, or certificates made by the Designee, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the Owner shall operate as a waiver of the conditions of this contract, or of any right to damages herein provided. No waiver of one breach of the contract shall be construed as a waiver of another breach. Should

an error be discovered in the partial or final estimates, or proof of defective work or materials used by the Contractor be discovered after the final payment has been made, the Owner reserves the right to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defect in the work and materials.

(f) Suspension of Work

If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, or the Contractor fails to comply with work schedules, the Designee may order the Contractor to stop all work or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time will be allowed for this suspension.

(g) Termination of the Contract

If the Contractor is adjudged bankrupt or insolvent, or a trustee or receiver is appointed for the Contractor or for any of his property, or he files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, or he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment for labor, materials or equipment, or he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or he disregards the authority of the Designee, or, in the Owner's sole discretion, he otherwise violates any provision of the Contract Documents, then Owner may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned, leased, possessed or used by the Contractor that remain on site, and finish the work by whatever method he may deem expedient. If the Owner takes possession of materials, equipment, tools, construction equipment and/or machinery in order to complete the Project, the Owner will be liable to the Contractor for the reasonable use of such items. If the direct and indirect costs of completing the Project, including compensation for additional professional services, exceeds the unpaid balance of the contract price, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Designee and incorporated in a Change Order.

Where the Contractor's services have been terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor, will not release the Contractor from liability.

In the event the Owner employs an attorney to enforce or construe any provision of the contract documents or to collect damages for Contractor's breach of the contract documents or to recover on the BOND provided in the contract documents, the Contractor and his surety agree to pay the Owner such reasonable attorney's fees, including appellate fees, and costs as the Owner may expend therein. The Contractor and his SURETY, for a specific consideration the receipt and sufficiency of which is hereby acknowledged, expressly waive any rights or entitlements they may have under Florida Statutes, Section 57.105 (2) pertaining to mutuality of attorney's fees, as it may be amended or replaced, or any similar statute or law. As against the obligations herein contained, the Contractor and his SURETY waive all rights of exemption.

Upon seven (7) days written notice to the Contractor, the Owner, may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five percent (5%) over cost incurred.

The City shall not be required to perform any covenant or obligation in this contract, or be liable in damages to any party hereto, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of god or force majeure. An "act of God"

or “force majeure” is defined for the purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents service), acts of the public enemy, wars insurrections and any other cause not reasonably within the control of the City and which by the exercise of due diligence the City is unable, wholly or in part, to prevent or overcome.

## **RESPONSIBILITIES OF THE CONTRACTOR**

### **(a) Contractor’s Representative**

The Contractor shall keep on the site, or the work during its progress, a competent superintendent, and any necessary assistants, all satisfactory to the Designee. The superintendent shall not be changed except with the consent of the Designee, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give efficient supervision to the work, using his best skill and attention.

### **(b) Contractor’s Understanding**

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfaction as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he has bid and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omission in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above ground conditions, or any other unexpected conditions requiring additional work by the Contractor, it shall be his duty to immediately inform the Designee, in writing, and the Designee shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor’s risk. See definition of “Notice.”

If any part of the Contractor’s work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and measure work already in place, and shall at once report in writing to the Designee any discrepancy between the executed work and the drawings. See definition of “Notice.”

### **(c) Quality of Material, Equipment, or Work**

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the Project or incorporated in the work of the Project, or whenever any work performed is of inferior quality, then such material, equipment, or work shall be considered to be defective and shall be removed and replaced, or made satisfactory to the Owner or the Designee, at no cost to the Owner.

### **(d) Permits, Licenses, And Regulations**

City permits necessary for the prosecution of the work shall be paid for by the City. Contractor shall secure all permits necessary for the prosecution of the work not previously secured by or upon behalf of the City. The Contractor will be responsible for all licenses required to perform necessary work. Easements for permanent structures or utilities shall be secured and paid for by the Owner. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes

that the drawings and specifications are at variance therewith, he shall promptly notify the Designee in writing and any necessary change shall be adjusted as provided in the Contract under Changes in the Work. If the Contractor performs any work contrary to such law, ordinances, rules, and regulations and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

(e) Protection of Work, Persons, and Property

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall adequately protect adjacent property as provided by law and the Contract documents. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by Public authority or local conditions. He shall provide reasonable maintenance of traffic ways for the Public and preservations of the continuation of the Owner's services to the Public, taking into full consideration all local conditions.

In case of failure on the part of the Contractor to promptly restore damaged property or make good such damage or injury, the Owner may, after 48-hours notice in writing to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due, the Contractor under this Contract.

(f) Scope of the Contractor's Service

Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, electrical power, water, transportation, and other facilities necessary for the execution and completion of the work. In the event the Contractor shall fail at any time to pay for any of the above, the Owner may, at his option, pay for same and charge same to the Contractor.

The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structure, grade lines, and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes, and other controlling points necessary for the proper prosecution of the construction work. These stakes and marks shall constitute the field control by and in accord with which the contractor shall govern and execute the work. The Contractor will be held responsible for the preservation of all stakes and marks and if, for any reason, any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor free of charge.

(g) Responsibility for the Work

Prior to the completion of all the work by the Contractor and the acceptance thereof by the Owner, the work shall remain the responsibility of the Contractor, and said Contractor shall be required to repair, replace, renew, and make good at his own expense all damages caused by force, or violence of the elements, or any cause whatsoever, provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned above.

(h) Contractor's Right to Terminate Contract

If the work should be stopped for a period of three (3) months, under an order of any court, or public authority, other than by the Owner, through no act or fault of the Contractor or of anyone employed by the Contractor, the Contractor may, upon thirty (30) days written notice to the Owner, terminate his contract and recover from the Owner payment for all work executed and any expense sustained, plus a reasonable profit and damages not to exceed five percent (5%) over cost incurred.

(i) Removal of Equipment

In the case of annulment of this Contract before completion from any cause except as stated above in Contractor's Right to Terminate Contract, the Contractor, if notified to do so by the Owner, shall promptly remove any or all of his equipment and supplies at his own expense.

(j) Traffic Control

The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area of construction, during the course of construction. All traffic control and maintenance procedures for streets open to the public shall be in accordance with the requirements of the Manual of Uniform Traffic Control Devices (MUTCD) as published by the United States Department of Transportation. Appropriate work-zone traffic control devices shall be used for construction activities within City rights-of-way. All traffic control devices shall be designed, placed, operated, and maintained according to MUTCD Standards. When work ceases or is interrupted during non-working hours, such as at night or on weekends or holidays, inappropriate signs shall be removed or covered. Contractor shall inspect and maintain work zone traffic control devices on a regular basis. This work shall also be performed during non-working hours such as at night, on weekends and on holidays. It shall be the Contractor's responsibility as Bidder to determine these requirements prior to submitting his bid so that his submission reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper maintenance, control, detour, and protection of traffic. In addition, the contractor shall hire or have on staff a Certified Advanced Level Supervisor (Certified Work Zone Supervisor) recognized by the ATSSA (American Traffic Safety Services Association) or the IMSA (International Municipal Signal Association).

**THE AUTHORITY AND DUTY OF THE CITY MANAGER APPOINTED DESIGNEE**

(a) Authority of the Designee

The work shall be subject at all times to the review of the Designee, or his authorized representative. The Designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and the acceptable fulfillment of the Contract on the part of the Contractor.

In case of differences between the drawings and specifications, the Designee shall make a determination as to whether the specifications or the drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be presented in writing to the Designee for decision. The Designee's written decision shall be available within a reasonable time, not to exceed five (5) days. All decisions of the Designee shall be final. See definition of Notice.

(b) Inspection and Examination of the Work

The Designee and his authorized representative shall have free access to the project at any time for purposes of inspection, and shall be furnished by the Contractor with facilities to determine, as best as can reasonably be done under the circumstances, the work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing, or removal of portions of finished work.

Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to all or any part thereof, at any time. The number of inspectors will be at the discretion of the Designee. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner under these Contract documents. In case any dispute arises between the Contractor and an inspector as to materials furnished or the manner and method of performing the work, the inspector shall have authority to reject materials or work until the question at issue can be referred to and decided by the Designee. An inspector is not authorized to revoke, alter, enlarge, relax, release, or amend any of the

specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, materials, or equipment which are contrary to the drawings and specifications nor are any of his actions, authorized or unauthorized, to be so construed.

All materials shall be subject to inspection, examination, and test by the Designee at any time, including and during manufacture and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture, before and/or after they have been incorporated into the work. If the Contractor fails to replace defective work or rejected materials, the Owner, after reasonable notice determined by the Designee, may replace such materials or correct such defective work and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as noted in these General Conditions.

Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, material, or equipment, or final or interim acceptance of same by the Owner or the Designee, or Certificate of Engineer shall relieve the obligation of the Contractor to the Owner to do the work in a good, workmanlike manner and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

### **WORK BY OTHERS**

The Owner reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

### **INSURANCE REQUIREMENTS**

Please provide proof of insurance evidencing ability to provide required insurance.

The Contractor shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by Risk Management Division, nor shall the Contractor allow any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The cost of all insurance shall be included in the Contractor's bid.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Contractor.

The Contractor's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by the Contractor, and also against any of the special hazards which may be encountered in the performance of this Contract.

## **Limits of Insurance**

### **General Liability**

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$1,000,000 General Aggregate

- \$1,000,000 Products Completed/Operations Aggregate

- \$1,000,000 Personal and Advertising Injury

- \$1,000,000 Each Occurrence

### **Automobile Liability**

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - \$1,000,000 Combined Single Limit

### **Workers' Compensation**

Type - Workers' Compensation and Employer's Liability or Work Comp. Exemption Certificate

Limits - Statutory, Workers' Compensation

- \$100,000 Each Accident

- \$500,000 Disease – Policy

- \$100,000 Disease – Each Employee

## **Excess or Umbrella Liability**

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall be no less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

## **E-VERIFY**

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (OHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the City's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The City reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the City develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

## **CHANGES**

### **(a) Compliance with Specifications and Drawings**

The terms of this Contract, including all specifications, drawings and other Contract Documents, shall be strictly followed by the Contractor unless they are modified in writing by the Owner or the Designee in accordance with these provisions.



3. Take the online tutorial and pass the knowledge test.

- The required tutorial will teach you how to create a case and about E-Verify's rules and responsibilities.
- After you've completed the tutorial and passed the knowledge test, you may begin using E-Verify.

4. Access your signed E-Verify Memorandum of Understanding (MOU)

- Turn off your computer's pop-up blocker;
- Log in to E-Verify;
- From Company select Edit Company Profile;
- Click on view MOU at the bottom of the screen;
- All E-Verify participants must follow the rules and responsibilities set forth in the E-Verify MOU.

**E-Verify Resources:**

- Join a free [E-Verify webinar](#)
- Review the [E-Verify Manuals, Guides and Job Aids](#)
- [Watch E-Verify Videos](#)
- [Lost or forgot your E-Verify password? Learn how to reset it.](#)
- Call E-Verify Customer Support at 888-464-4218 Monday through Friday, from 8 a.m. to 8 p.m. Eastern, TTY - for hearing and speech impaired users phone [877-875-6028](#) except when the federal government is closed or contact us at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov).

We're excited that you've joined E-Verify and we're committed to helping your company ensure a legal workforce.

Regards,

The E-Verify Team

Stay connected, like and follow us on

**2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P09000023404

**Entity Name:** COBRA ENVIRONMENTAL INC.

**Current Principal Place of Business:**

15896 MELLE LN  
JUPITER, FL 33478

**Current Mailing Address:**

6671 W. INDIANTOWN RD SUITE 50-253  
JUPITER, FL 33458 US

**FEI Number:** 26-4468336

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

LUSK, JUSTIN A  
15896 MELLE LN  
JUPITER, FL 33478 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title PST  
Name LUSK, JUSTIN  
Address 15896 MELLE LN  
City-State-Zip: JUPITER FL 33478

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** JUSTIN LUSK

PRESIDENT

01/23/2023

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date

(b) Changes in the Work

The Owner or the Designee, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Designee shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, **no extra work or change shall be made unless in pursuance of a written order by the Designee, and no claim for an addition to the Contract sum shall be valid unless so ordered.**

The value of any such extra work or change shall be determined in one or more of the following ways: (a) Contract unit prices, (b) by an agreed lump sum price, or (c) the actual cost of:

- a. Labor, including foremen,
- b. Materials entering permanently into the work,
- c. The ownership or rental cost of construction plant and equipment during the time of use on the extra work,
- d. Power and consumable supplies for the operation of power equipment,
- e. Insurance and Social Security, old age and employment contributions, and
- f. 15% overhead and profit.

As a result of the preceding requirements, a written Change Order will be prepared by the Designee in a form to be approved by the Public Works Administrator.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price, and the amount of the applicable bonds shall be adjusted accordingly, unless otherwise provided for in the bond. The Contractor will furnish proof of such adjustment to the Owner.

## **PAYMENTS TO THE CONTRACTOR**

(a) Monthly Payments to the Contractor

The Contractor shall plan his work for construction on the basis of twelve (12) monthly provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form (Application and Certificate for Payment) approved by the Designee, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Designee will then review said estimate and make necessary revisions so that the estimate can receive his approval. If the Contractor and the Designee do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Designee shall be binding. The Contractor may also include in the estimate the value of the materials stored on the job site, provided the Contractor submits copies of paid invoices covering such material. The amount of said estimate after deducting ten percent (10%) and all previous payments shall be due and payable to the Contractor within twenty (20) days after presentation of the estimate to the Owner/Designee. It is understood that payments for material stored do not relieve the Contractor of the responsibility for the care of the materials, and any damage to or loss of said materials is the full responsibility of the Contractor. Any Periodic Pay Estimate signed by the contractor shall be his binding bid.

(b) Correction of Work before Final Payment

The Contractor shall promptly remove from the premises all material condemned by the Designee as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the contractor does not pay the expense of such removal within ten (10) days thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction thereof, deduct all the cost and expenses that should have been borne by the Contractor, storage fees and other costs from payment, if any, to the Contractor.

(c) Liens

Neither the final payment nor any part of the remaining accrued retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract or receipts in full in lieu thereof and, in addition thereto in either case, an affidavit that, so far as he has knowledge or information, the release and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Designee to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all money payments that the Owner may pay in discharging such a lien, including all costs, interest and a reasonable attorney's fee.

(d) Final Inspection

When the Contractor has completed work in compliance with the terms of the Contract Documents, he shall notify the Designee in writing that the project is ready for final inspection. The Designee will then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Designee determines the project or portion thereof is ready for final inspection, the Designee will prepare a list of errors of either commission or omission by the Contractor reasonably observable and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final reinspection will be made. The process will be repeated until, in the opinion of the Designee, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonably be observed and determined under the conditions governing and restricting said final inspection. The Designee will then, pursuant to such inspection and reinspection, certify to the Owner as to completion of final inspection. It is understood that the certification covers only those items, which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry as interpreted by the Designee.

(e) Final Acceptance

When the Designee shall certify completion of the final inspection to the Owner, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence, satisfactory to the Owner's legal advisors, that the Contractor has fully paid all debts for labor, materials, and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has satisfaction as to compliance with the terms of the Contract and has received certification of final inspection, Owner will notify the Contractor of final acceptance by the Owner.

(f) Final Payment

When final acceptance has been made by the Owner, the Designee will then review the amount of final request for payment and certify the amount of this approval. The Owner will then make

final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made.

The Contract will be considered complete when all work has been finished, the final inspection certified by the Architect/Engineer, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

(g) Completion of Contract

The Contract will be considered complete when all work has been finished, the final inspection certified by the Architect/Engineer, the project finally accepted in writing by the Owner, and final payment approved by the Owner.

**WARRANTY AND GUARANTEE PROVISIONS**

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in this contract shall be, and the same is hereby, guaranteed and warranted by the Contractor for a period of one (1) year from completion of the Contract, as defined above in Completion of Contract, to be free from defects due either to faulty materials or equipment furnished, installed, and performed by the Contractor and is warranted and guaranteed by the contractor to the Owner to be such as to meet the required standards and accomplish the purposes and functions of the Project as defined, detailed, and specified in these Contract Documents. The Owner shall give written notice to the Contractor of faulty materials, equipment, or workmanship within a period of one (1) year following completion of the contract. Any part of the equipment, material, or workmanship which does not comply with the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to and shall not limit any other rights, remedies, or courses of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

**EXISTING UTILITIES**

Representation of utilities are shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any additional information and coordinate his construction activities accordingly. Any cost incurred for the protection of and/or damages to existing utilities will be considered as part of the applicable Contract price, and no additional compensation will be paid to the Contractor. If in the judgment of the Designee, it is impossible to construct a given improvement in the location shown on the drawings, as a result of a utility conflict, either the utility owner will move the utility or an appropriate change order for an alternative solution will be executed.

**The following is a list of known utilities and their owners:**

Electric Towers, Poles, Power Lines	Duke Energy (Progress Energy Corp)
Telephone Poles, Lines & Cables	Frontier Communications
Water Mains, Sewer & Reclaim Lines	City of Pinellas Park, City of St. Petersburg & Pinellas County, Pinellas Park Water Mgmt. District
Fiber, Conduit & Signal Cable	Pinellas County Highway/Engineering
Cable, Telephone & Fiber	Charter Spectrum
Gas Mains	TECO/Peoples Gas Co./Clearwater Gas

## **CLAIMS AND DAMAGES**

### (a) Requirement for Notice

Any requirement of the Contract Documents (or) for notice, approval, decision, or direction by the Designee, shall be a condition precedent to be complied with by the Contractor in writing before any claim for extra compensation can be made. See definition of "Notice."

### (b) Claims for Extra Cost

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Designee written notice within a reasonable time after the receipt of such instructions, before proceeding to execute the work, except in emergency endangering life or property. A decision by the Designee will then be made as specified in The Authority and Duties of the City Manager Appointed Designee on page 16. If this decision requires a change order, the procedure shall be as provided for in Changes in the Work on page 19. See definition of "Notice." No claim shall be valid unless so made.

### (c) Claims for Damages

Any claim for damages by the Contractor against the Owner arising under this Contract shall be made in writing within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement validated by change order. Any claim not reported within thirty (30) days shall not be considered valid. See definition of "Notice."

### (b) Liquidated Damages

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event, the actual damages for the delay will be impossible to determine, and, in lieu thereof, the Contractor shall pay to the Owner the sum of Five Hundred Dollars (\$500) for contracts less than One Million Dollars (\$1,000,000) and One Thousand Dollars (\$1,000) for contracts greater than One Million Dollars (\$1,000,000) as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable for the amount thereof.

## **INTERPRETATION OF CONTRACT**

In the event of an ambiguity or a conflict between or among any of the provisions of the Contract Documents, then the interpretation, construction, or provision which is most favorable to the Owner shall be deemed to have superseded and will take precedence over any other construction, interpretation and/or the other provision or provisions in conflict therewith, and shall be binding upon the parties in the same manner as if there were no such ambiguity and/or conflicting provision or provisions.

## **ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he is furnishing. He shall defend all suits or claims for infringement of any patent right, and shall save the Owner harmless from loss on account thereof and cost and attorney's fees incurred therefore.

## CLEAN UP

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to their original condition those portions of the site disrupted by the construction. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such manner as to maintain a minimum of nuisance and interference to the Owner, residents, and workers at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be kept clean and free of construction debris on a continuous basis and restored to their original condition as nearly as possible.

## SANITARY REGULATIONS

Adequate sanitary conveniences for the use of persons employed on the worksites are required for all construction contracts. These conveniences shall be maintained at all times. Upon completion of the work, they shall be removed from the premises.

## INSPECTION

### (a) Testing of Materials

The Contractor shall pay for all laboratory tests required at the Project site or for laboratory tests required on materials already delivered to the site. The Contractor shall pay for all laboratory tests that fail to meet the required specifications. Copies of tests or certifications on pipe, brick, or other materials made at the factory shall be furnished in triplicate to the Designee. Test reports on equipment shall be approved by the Designee before the equipment covered by the tests is delivered to the Project site. Tests requirements are set out in the detailed specifications for the particular material. Retesting of any material, work, or equipment that may have failed any previous test shall be paid for by the Contractor.

### (b) Soil Compaction Tests

Soil compaction tests will be paid for by the Owner. Retesting of tests that fail will be paid for by the Contractor.

### (c) Inspection

Each step of construction is subject to approval by the Designee prior to proceeding with a subsequent step; however, this shall not relieve the Contractor of the responsibility for delivering to the City a project completed in conformance with the plans and specifications and guaranteed as elsewhere stipulated.

### (d) Placing of Concrete

Unless specific permission is granted prior to each occurrence, no concrete shall be delivered to the job site before 8:00 a.m. or after 3:00 p.m.

### (e) Weather

Each time, in the opinion of the Designee, inclement weather prevents the Contractor from proceeding with the work for more than one-half (1/2) day, the Owner may add one (1) calendar day to the number of days allowed for completion.

### (f) Work Days

The work shall be discontinued Saturdays, Sundays, and all legal and/or City-designated holidays, except for special operations that may be necessary in order to maintain, check, or protect work already performed. **If such work, in the opinion of the Designee, will require the presence of a City Inspector, the Contractor shall pay the City for each inspector assigned.** All additional inspection and engineering hours required for the project construction will be billed to the Contractor in accordance with the current rates as established in the City's Administrative Fee Schedule as of the date the service is performed.

## **FAIR LABOR STANDARDS ACT AND MINIMUM WAGE**

It shall be the Contractor's responsibility to conform to all provisions of Federal, State, Municipal and Local Laws including but not limited to the Fair Labor Standards Act and Minimum Wage requirements, rules, laws, and/or regulations.

## **SAFETY AND HEALTH REGULATIONS**

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

## **APPRENTICES**

In accordance with the spirit of the guidelines provided by Florida Statute Chapter 446, the following requirements to safeguard the welfare of apprentices and trainees shall be a part of this Contract:

- (a) Contractor or supplier agrees to make a diligent effort to hire for the performance of the Contract a number of apprentices or trainees in each occupation, which bears, to the average number of journeymen in that occupation to be employed in the performance of the Contract the ratio of at least one apprentice or trainee to every five journeymen.
- (b) Contractor or supplier agrees, when feasible, to assure that 25 percent (25 %) of such apprentices or trainees are in their first year of training, except when the number of apprentices or trainees to be hired is fewer than four.
- (c) Contractor or supplier agrees to submit, at three-month intervals to the Bureau of Apprenticeship of the Division of Labor, records of employment by trade of the number of apprentices or trainees employed, race of all apprentices, the number of apprentices or trainees in their first year of training, and total hours of work of all apprentices, trainees, and journeymen.
- (d) Contractor or supplier agrees to submit to the Bureau of Apprenticeship of the Division of Labor, at three-month intervals, a statement describing steps taken toward making a diligent effort in the hiring of apprentices and trainees and containing a breakdown by craft of hours worked and wages paid for first-year apprentices or trainees, other apprentices or trainees, and journeymen.

## **SUBSTITUTION OF EQUIPMENT AND/OR MATERIAL**

After the Execution of the Contract, substitution of equipment and/or material of makes and/or types other than those named in the Contract at the request of the Contractor will be considered for two reasons only:

- a. That the equipment and/or material proposed for substitution is superior in construction and/or efficiency to that named in the Contract.
- b. That the equipment and/or material proposed for substitution is equal in construction and/or efficiency to that named in the Contract.

In either case, it will be assumed that the cost to the Contractor and/or material proposed to be substituted is less than the equipment and/or material named in the Contract and, if the substitution is approved, the Contract price shall be reduced a corresponding amount.

No request will be considered unless submitted in writing to the Owner, and approval of the Owner must also be in writing. To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies of equipment and/or materials, company's quotations to the Contractor covering the original equipment and/or material, and also equipment and/or material proposed for substitution or other proof satisfactory to the Owner. It is the intention that the Owner shall receive the full benefit of the saving in cost involved in any substitution. In all cases, the burden of proof that the equipment and/or material offered for

substitution is equal or superior in construction and/or efficiency to that named in the Contract shall rest on the Contractor and the proof will be submitted to the Designee, who will make recommendations to the Owner and, unless the proof is satisfactory to the Owner, the substitution will not be approved.

Requests for substitution solely on the grounds that better delivery can be obtained on the equipment and/or material proposed for substitution will not be approved, for it will be considered that the contractor in his bid has named equipment and/or material on which he has received bids from equipment and/or material manufacturers giving a firm delivery time. Requests for substitution of equipment and/or material which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that named in the Contract will not be approved.

#### **SALVAGED EQUIPMENT AND MATERIALS**

In the absence of special provisions to the Contract, salvaged materials, equipment, or supplies that occur are the property of the Owner and shall be cleaned and stored as directed by the Designee. Surplus suitable excavated materials remain the property of the Owner and shall be stored in an area designated by the Designee, but not to exceed (4) miles from the job site.

**INDEMNIFICATION AND HOLD HARMLESS**

**BID 22/009 – ANNUAL CURED-IN-PLACE PIPE (CIPP) LINING 2023-2027**

By this agreement, Contractor agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act on the part of the Contractor, its agents, servants, or employees. Contractor shall be responsible to the City of Pinellas Park for any damages caused by the Contractor's negligence, wrongdoing, misconduct, want or need of skill, default or breach of contract, guarantee, or warranty.

Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

Contractor COBRA ENVIRONMENTAL INC

Address 15896 MELEN LN JUPITER FL 33478

Date 01/23/2022

Print Name JUSTIN LUSK

Signature 

Title PRESIDENT

**President, Vice-President, or Treasurer**

**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 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the City of Pinellas Park in response to Bid 22/009 – Annual Cured-In-Place Pipe (CIPP) Lining 2023-2027

by JUSTIN LUSK - PRESIDENT  
(print individual's name and title)

for COBRA ENVIRONMENTAL INC  
(print name of entity submitted sworn statement)

whose business address is:

15896 NELLEN LN  
JUPITER FL 33478

and (if applicable) its Federal Employer Identification Number (FEIN) is 26-4468336

(If the entity has not 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 any 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 misrepresentation.
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, nonjury trial, or entry of a plea of guilty or nolo 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 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 the legal power to enter into a binding contract and which bids or applies to bid on contract 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, 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 relation 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 (ONE) 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.**

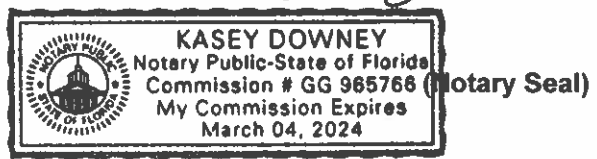
  
\_\_\_\_\_  
Signature

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of January, 2023, by Justin Lusk  
(Name of person acknowledging)

Who is personally known to me or who has produced \_\_\_\_\_  
(Type of Identification)  
as identification.

Notary Public Kasey Downey



My Commission Expires \_\_\_\_\_

NON-COLLUSION AFFIDAVIT

BID 22/009 – ANNUAL CURED-IN-PLACE PIPE (CIPP) LINING 2023-2027

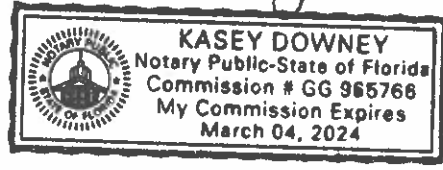
Justin Lusk, being first duly sworn, deposes and says that he is  
PRESIDENT of COBRA ENVIRONMENTAL INC

The party making the foregoing Proposal or Bid; that such Proposal/Bid is genuine and not collusive or sham: that said proposer/bidder is not financially interested in or otherwise affiliated in a business way with any other proposer/bidder on the same contract; that said proposer/bidder has not colluded, conspire, connived, or agreed, directly or indirectly, with any other proposers/bidders or person, to put in a sham proposal/bid or that such person shall refrain from proposing/bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the proposal/bid or affiant or any other proposer/bidder, or to fix any overhead, profit or cost element of said proposal/bid, or that of any other proposer/bidder, or to secure any advantage against the City of Pinellas Park, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such proposer/bidder has not directly or indirectly submitted this proposal/bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_ Affiant  
State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of January, 2023, by Justin Lusk  
(Name of person acknowledging)  
 Who is personally known to me or who has produced \_\_\_\_\_  
(Type of Identification)  
as identification.

Notary Public Kasey Downey



(Notary Seal)

My Commission Expires \_\_\_\_\_

**FLORIDA TRENCH SAFETY**

**BID 22/009 – ANNUAL CURED-IN-PLACE PIPE (CIPP) LINING 2023-2027**

Bidder acknowledges that included in the various items of the proposal in the Total Bid Price are costs for complying with the Florida Trench Safety Act (Florida Statute §553.60, et.seq.). The bidder further identifies the costs to be summarized below:

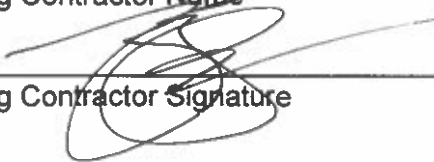
Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
SHORING	LF	1	\$5.00	\$5.00
TRENCH PLATES	LF	1	\$5.00	\$5.00

\*TOTAL \$ 10.00

\* This total amount is incidental to the contract bid price and is provided only as bidder acknowledgement of the Florida Trench Safety Act.

Failure to complete the above may result in the bid being declared non-responsive.

JUSTIN LISK  
Bidding Contractor Name

  
Bidding Contractor Signature

BID SUMMARY FORM

BID 22/009 – ANNUAL CURED-IN-PLACE PIPE (CIPP) LINING 2023-2027

Bid of COBRA ENVIRONMENTAL INC  
(Name)

Address 15896 Mellen Ln Jupiter FL 33448  
(City) (State) (Zip Code)

To: Purchasing Division  
City of Pinellas Park  
8000 60th St. N.  
Pinellas Park, Florida 33781

The undersigned, as bidder, hereby declares that the only persons interested in this bid as principal, or principals, is or are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site(s) of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans for the work and other Contract Documents relative thereto and has read all of the addenda furnished prior to the opening of the bids, as acknowledged below; that he fully understands and has satisfied himself relative to the scope and nature of the work to be performed.

The bidder agrees that if this bid is accepted, to contract with the City of Pinellas Park, Pinellas County, Florida, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work covered by this bid and other Contract Documents for the execution of Bid 22/009 - Annual Cured-in-Place Pipe (CIPP) Lining 2023-2027 and to furnish the prescribed construction bond for no less than the total bid offered.

The bidder agrees to furnish within ten (10) days after notification of the award of the Contract, the Performance, Payment and Guaranty Bond Form as specified in the Contract Documents written by a reputable surety company acceptable to the Owner and authorized to do business in the State of Florida and Pinellas County. Said bond will be furnished for not less than the total bid offered, the premium of the bond to be paid by the Bidder.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and furnish the said Bond within ten (10) days after being notified of the award of the Contract, the check or Bid Bond accompanying the bid, and the money payable thereon, will be retained as liquidated damages, but not as a penalty; otherwise, the check or Bid Bond will be returned to the undersigned.

The bidder agrees that the wage rates for laborers, mechanics, and apprentices shall be not less than those established by the State of Florida Department of Commerce for this work and included in the Supplemental General Conditions.

The bidder agrees further to begin work within ten (10) calendar days after notification of the Notice to Proceed.

The bidder also agrees to reimburse the Owner as liquidated damages, for each calendar day elapsing between the date specified for full completion and the actual date of such completion, the sum specified in the General Conditions.

Attached is a cashier's check on the \_\_\_\_\_

Bank of \_\_\_\_\_ or a Bid Bond

for the sum of ONE THOUSAND NINETY SEVEN DOLLARS AND 37/100

Dollars (\$ 1,097.37 ), according to the requirements of these Contract Documents.

Exceptions and/or deviations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I have received, read, and understand all specifications and requirements.

COBRA ENVIRONMENTAL INC  
(Company Name)

JUSTIN LUSK - PRESIDENT  
(Name and Title of Authorized Company Official)

Bidder's Mailing Address:

15896 MEXICO LN

JUPITER FL 33478

Email Address: JUSTIN@CEFL.CO

Phone Number: 561 398 1172

The name of the executive who will give personal attention to the work:

JUSTIN LUSK






The superintendent, project manager, or foremen who will exercise direct personal control of the work:

JUSTIN LUSK - JUSTIN DOWNEY

Total Bid Amount: \$ 21,947.50

**ACKNOWLEDGEMENT OF ADDENDA**

**BID 22/009 – ANNUAL CURED-IN-PLACE PIPE (CIPP) LINING 2023-2027**

Addendum No. <u>1</u>	Signature 	L.S.
Addendum No. <u>2</u>	Signature 	L.S.
Addendum No. <u>3</u>	Signature 	L.S.
Addendum No. <u>4</u>	Signature 	L.S.
Addendum No. <u>5</u>	Signature 	L.S.

**Pinellas Park Bid 22.009 - Annual CIPP**

Item No.	Description	Quantity		Totals-->	
				Surety-5%bond -->	
					\$ 0.00
				1	\$6,429.50
	<b>GENERAL - GROUP I</b>				
1	Emergency Response	1	DAY	\$ 1,500.00	\$ 1,500.00
2	Traffic Control	1	DAY	\$ 1,200.00	\$ 1,200.00
	<b>SANITARY SEWER - GROUP I</b>				
3	Sewer Main Cleaning and CCTV Inspection - 8" Diameter and Less (Not part of CIPP Lining Work)	1	LF	\$ 3.00	\$ 3.00
4	Sewer Main Cleaning and CCTV Inspection - 10" to 12" Diameter (Not part of CIPP Lining Work)	1	LF	\$ 3.75	\$ 3.75
5	Sewer Main Cleaning and CCTV Inspection - 14" to 18" Diameter (Not part of CIPP Lining Work)	1	LF	\$ 6.00	\$ 6.00
6	Sewer Main Cleaning and CCTV Inspection - 20" to 27" Diameter (Not part of CIPP Lining Work)	1	LF	\$ 8.00	\$ 8.00
7	Sewer Main Cleaning and CCTV Inspection - 30" to 48" Diameter (Not part of CIPP Lining Work)	1	LF	\$ 15.00	\$ 15.00
8	Sewer Lateral CCTV Inspection - In Conjunction with Sewer Main Cleaning and CCTV Inspection (Not part of CIPP Lining Work)	1	EA	\$ 350.00	\$ 350.00
9	Specialty Cleaning - 8" Diameter and Less	1	LF	\$ 4.75	\$ 4.75
10	Specialty Cleaning - 10" to 12" Diameter	1	LF	\$ 6.00	\$ 6.00
11	Specialty Cleaning - 14" to 18" Diameter	1	LF	\$ 10.00	\$ 10.00
12	Specialty Cleaning - 20" to 27" Diameter	1	LF	\$ 18.00	\$ 18.00
13	Specialty Cleaning - 30" Diameter and Greater	1	LF	\$ 30.00	\$ 30.00
14	Chemical Sealing of Host Pipe - 10" Diameter and Less	1	EA	\$ 425.00	\$ 425.00
15	Chemical Sealing of Host Pipe - 12" to 15" Diameter	1	EA	\$ 500.00	\$ 500.00
16	Chemical Sealing of Host Pipe - 18" to 24" Diameter	1	EA	\$ 600.00	\$ 600.00
17	Chemical Sealing of Host Pipe - 27" Diameter and Greater	1	EA	\$ 800.00	\$ 800.00
18	Chemical Sealing - Grout	1	GAL	\$ 100.00	\$ 100.00
19	Additional Access Cost	1	EA	\$ 350.00	\$ 350.00
20	Chemical Sealing of Service Lateral Connection	1	EA	\$ 500.00	\$ 500.00
	<b>MISCELLANEOUS - GROUP I</b>				
21	Allowance for Contract Amendment	1	--	\$ -	\$ 0.00
	<b>CONTRACT BASE BID TOTAL - GROUP I</b>				\$6,429.50
	<b>SANITARY SEWER - GROUP II</b>				
	<b>(CIPP Main Lining)</b>				
22	CIPP Main Liner 8" Diameter - 6.0 mm Thick	1	LF	\$ 42.00	\$ 42.00
23	CIPP Main Liner 10" Diameter - 6.0 mm Thick	1	LF	\$ 45.00	\$ 45.00
24	CIPP Main Liner 12" Diameter - 6.0 mm Thick	1	LF	\$ 50.00	\$ 50.00
25	CIPP Main Liner 15" Diameter - 7.5 mm Thick	1	LF	\$ 60.00	\$ 60.00
26	CIPP Main Liner 18" Diameter - 9.0 mm Thick	1	LF	\$ 78.00	\$ 78.00
27	CIPP Main Liner 21" Diameter - 9.0 mm Thick	1	LF	\$ 141.00	\$ 141.00
28	CIPP Main Liner 24" Diameter - 10.5 mm Thick	1	LF	\$ 156.00	\$ 156.00
29	CIPP Main Liner 27" Diameter - 10.5 mm Thick	1	LF	\$ 178.00	\$ 178.00
30	CIPP Main Liner 30" Diameter - 12.0 mm Thick	1	LF	\$ 198.00	\$ 198.00
31	CIPP Main Liner 36" Diameter - 12.0 mm Thick	1	LF	\$ 251.00	\$ 251.00
32	CIPP Main Liner 42" Diameter - 13.5 mm Thick	1	LF	\$ 318.00	\$ 318.00
33	CIPP Main Liner 48" Diameter - 15.0 mm Thick	1	LF	\$ 381.00	\$ 381.00
34	CIPP Main Liner 8" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 1.00	\$ 1.00
35	CIPP Main Liner 10" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 1.50	\$ 1.50
36	CIPP Main Liner 12" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 3.00	\$ 3.00
37	CIPP Main Liner 15" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 4.00	\$ 4.00
38	CIPP Main Liner 18" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 6.00	\$ 6.00
39	CIPP Main Liner 21" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 9.00	\$ 9.00
40	CIPP Main Liner 24" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 7.00	\$ 7.00
41	CIPP Main Liner 27" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 8.00	\$ 8.00
42	CIPP Main Liner 30" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 9.00	\$ 9.00
43	CIPP Main Liner 36" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 10.00	\$ 10.00
44	CIPP Main Liner 42" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 11.00	\$ 11.00
45	CIPP Main Liner 48" Diameter Thickness Variance + 1.5 mm	1	LF	\$ 13.00	\$ 13.00
46	CIPP Main Pre-Liner 8" Diameter	1	LF	\$ 3.50	\$ 3.50
47	CIPP Main Pre-Liner 10" to 12" Diameter	1	LF	\$ 4.50	\$ 4.50
48	CIPP Main Pre-Liner 15" to 18" Diameter	1	LF	\$ 6.50	\$ 6.50
49	CIPP Main Pre-Liner 21" to 27" Diameter	1	LF	\$ 8.00	\$ 8.00
50	CIPP Main Pre-Liner 30" to 36" Diameter	1	LF	\$ 9.50	\$ 9.50
51	CIPP Main Pre-Liner 42" to 48" Diameter	1	LF	\$ 11.50	\$ 11.50
				1	\$ 15,518.00
52	Wastewater Bypass Pump-Around Setup - 8" Diameter and Less	1	EA	\$ 1.00	\$ 1.00
53	Wastewater Bypass Pump-Around Setup - 10" to 12" Diameter	1	EA	\$ 1.00	\$ 1.00



The City reserves the right to award the contract or multiple contracts to one or multiple Bidders, as shall best serve the interest of the City, unless specified otherwise.

In order to be considered a Responsive Bidder, all items must be quoted in the Base Bid (Group I), plus all items in at least one of Group II or Group III.

The City anticipates awarding the Base Bid to one or multiple Bidders, together with Group II and/or Group III sections, in any combination.

The Base Bid includes: GENERAL - GROUP I, SANITARY SEWER - GROUP I, and MISCELLANEOUS - GROUP I.

STATEMENT OF NO BID

**BID 22/009 - ANNUAL CURED-IN-PLACE PIPE (CIPP) LINING 2023-2027**

NOTE: If you do **not** intend to bid on the requirements, please return this form immediately.

City of Pinellas Park  
Purchasing Division  
P.O. Box 1100  
Pinellas Park, FL 33780-1100

We, the undersigned, have declined to respond for the following reasons:

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to meet Insurance requirements.
- Remove us from your "Bidders List" altogether.
- Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

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

**CONSTRUCTION BOND NO. \_\_\_\_\_**

OWNER:  
City of Pinellas Park, FL  
5141 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781  
727.369.7700

PRINCIPAL:  
Cobra Environmental INC  
15896 Mellen Lane  
Jupiter, FL 33478  
Phone Number: 561.398.1122

SURETY:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Bid 22/009 - Annual Cured-in-Place Pipe (CIPP) Lining 2023-2027**

BY THIS BOND, we, Principal and Surety, duly authorized to conduct business in the State of Florida, are bound to the **City of Pinellas Park, Florida**, a municipal corporation, herein called Owner, in the sum of **Four Hundred Thousand Dollars (\$400,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

Performs the contract between Principal and Owner for of Project and all appurtenant work thereto, said contract/purchase order being made a part of this bond by reference, at the times and in the manner prescribed in the contract/purchase order, together with any modifications of said contract/purchase order that may hereafter be made, notice of which modifications to the Surety being hereby waived; and

Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract/purchase order; and

Pays Owner all losses, damages, expenses, costs and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract/purchase order; and

Performs the guarantee of all work and materials furnished under the contract/purchase order for the time specified in the contract/purchase order; then this bond is void; otherwise, it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract/purchase order documents and compliance or noncompliance with any formalities connected with the contract /purchase order or the changes does not affect Surety's obligation under this bond.

**Principal:**

BY \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Print or Type Signature)

**Surety:**

BY \_\_\_\_\_  
Attorney-in-Fact

(SEAL)

\_\_\_\_\_  
Florida Licensed Agent

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE BOND MUST BE ATTACHED TO THIS FORM**

**CONTRACTOR'S FINAL PAYMENT AFFIDAVIT**

Before me, the undersigned authority, personally appeared \_\_\_\_\_(Contractor) who was sworn and says that he is the Contractor who has contracted with the City of Pinellas Park (Owner) to provide improvements on real property in Pinellas County, Florida, described as: \_\_\_\_\_

The Contractor has completed construction in accordance with the contract documents. The balance of the contract price of \$ \_\_\_\_\_ is now due to the Contractor. The Contractor has not signed, pledged or hypothecated the contract, or any part of it, or any payment due or to become due under it, and has not assigned any of the Contractor's lien rights resulting from the contract. The Contractor has executed no security agreement for any part of the material furnished under the contract. All lienors under the above-described contract have been paid in full, except the undersigned Contractor.

\_\_\_\_\_  
Contractor

**(CORPORATE SEAL)**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_  
(Name of person acknowledging)

Who is personally known to me or who has produced \_\_\_\_\_  
(Type of Identification)  
as identification.

**NOTARY PUBLIC** \_\_\_\_\_

**(Notary Seal)**

**My Commission Expires** \_\_\_\_\_

**CONTRACTOR'S FINAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, (Contractor) County of \_\_\_\_\_, City of \_\_\_\_\_, and State of \_\_\_\_\_, do hereby acknowledge that (Contractor), \_\_\_\_\_, this day has had and received of and from the (Owner) the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to the Contractor by any means whatsoever, for or on account of a certain agreement between the said Owner and Contractor dated \_\_\_\_\_ / \_\_\_\_\_ /2022.

NOW THEREFORE, the said Contractor for myself, my heirs, executors and administrators (for itself, its successors and assigns) do by these presents remise, release, quitclaim and forever discharge the said Owner its successors and assigns, of and from all claims and demands arising from or in connection with the said agreement dated \_\_\_\_\_ / \_\_\_\_\_ /2022, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, sums and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said Owner its heirs, successors or assigns, the Contractor its heirs, successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators)(it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter cause or thing whatsoever, from the beginning of the world to the date of these presents.

\_\_\_\_\_  
Contractor **(CORPORATE SEAL)**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online

notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_  
(Name of person acknowledging)

Who is personally known to me or who has produced \_\_\_\_\_  
(Type of Identification)  
as identification.

**NOTARY PUBLIC** \_\_\_\_\_

**(Notary Seal)**

**My Commission Expires** \_\_\_\_\_

**STATEMENT OF SURETY**

In accordance with the provisions of the contract dated \_\_\_\_\_, 2022, between the City of Pinellas Park (Owner) of \_\_\_\_\_ and \_\_\_\_\_ (Contractor) of \_\_\_\_\_, the \_\_\_\_\_ (Surety) Surety on the bond of Contractor after a careful examination of the books and records of said Contractor or after receipt of an affidavit from Contractor, which examination or affidavit satisfies this company that all claims for labor and materials have been satisfactorily settled, hereby approves of final payment of the said \_\_\_\_\_ (Contractor), Contractor, and by these presents witnessed that payment to the Contractor of the final estimates shall not relieve the Surety Company of any of its obligations to the Owner, as set forth in the said Surety Company's Bond.

**IN WITNESSETH WHEREOF, the said Surety Company has hereunto set its hand and seal**

this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Attest: \_\_\_\_\_  
\_\_\_\_\_ (Seal)

By \_\_\_\_\_  
(President, Vice President)

Note: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

**NOTE: TO BE COMPLETED BY THE CONTRACTOR'S SURETY COMPANY AND SUBMITTED WITH CONTRACTOR'S FINAL INVOICE**

**CITY OF PINELLAS PARK, FLORIDA**  
**BID 22/009 CONTRACT**  
**ANNUAL CURED-IN-PLACE PIPE (CIPP) LINING 2023-2027**

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Pinellas Park, Florida, a municipal corporation, hereinafter called the Owner, and Cobra Environmental INC, a corporation organized and existing under the laws of the State of Florida, and hereinafter called the Contractor. WITNESSETH, the Owner and the Contractor, for the consideration stated herein, agree as follows:

**ARTICLE I: Scope of Work**

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation service required to complete the construction all in strict compliance with the plans and specifications, including any and all Addenda, and together with all contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the satisfaction of the City and subject to the final approval of the City and its authorized representative.

**ARTICLE II: Contract Price**

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any addition or deductions as provided in the Contract Documents, the following price:

The Contract amount is **Four Hundred Thousand Dollars (\$400,000.00)** per fiscal year, payable in accordance with the applicable provisions of the Contract Documents.

**ARTICLE III: Conditions**

1. All of the decisions of the City Engineer and/or Designee as to the true construction and meaning of the drawings and specifications shall be final. Contractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Engineer/Designee to illustrate the work to be done.
  
2. Should the Contractor be delayed in his work by the Owner, then Owner shall owe the Contractor therefore only for an extension of time for completion equal to the delay caused and then only if a written claim for delay is made to the Owner within forty-eight (48) hours from the time of the beginning of the delay.

3. Contractor shall at all times supply adequate tools, appliances and equipment, a sufficient number of properly skilled workmen, and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute said work, and shall promptly pay for all material purchased and shall pay all workmen each week and, if required by Owner, shall obtain and furnish Owner weekly with signed receipts from all workmen showing the date of payment, amount paid, number of hours paid for the days on which said work was performed, the classification of the labor so paid, and the rate of wage per hour paid and shall supply Owner weekly with two copies of the payroll verified by an affidavit.
4. Contractor shall, as often as requested by the Owner, furnish a sworn statement showing all parties who furnish labor or materials to the Contractor, with their names and addresses and the amount due or to become due each. Like statement may be required from any subcontractor of the Contractor.

#### ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to them; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and work area in order that he may include in the price which he has bid and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon, and that this contract price is based upon these inspections and examination.

The Contractor further agrees upon the same considerations and inspections herein above enumerated, to commence work within ten (10) calendar days after date of Notice to Proceed, and shall complete the work within **365** calendar days.

#### ARTICLE V: Compliance with Public Records Laws

**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 727.369.0619, [CITYCLERK@PINELLAS-PARK.COM](mailto:CITYCLERK@PINELLAS-PARK.COM), 5141 78<sup>TH</sup> AVENUE NORTH, PINELLAS PARK, FLORIDA 33781.**

Contractor shall comply with all public records laws, specifically to include:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.

2. Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all applicable requirements for retaining public records and transfer, at no cost, to the Owner, 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 Owner in a format that is compatible with the information technology systems of the Owner.

#### ARTICLE VI: Component Parts of Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Contractor:

Addenda (if any), Advertisement of Bid, Notice of Bid, Information for Bidders, General Conditions, Insurance Requirements, Hold Harmless Agreement, Bid Form(s), Acknowledgement of Addendum, E-Verify Requirements, Public Construction Bond, Sworn Statement of Public Entity Crimes, Contractor's Affidavit, Contractor's Final Release of Lien, Statement of Surety, Pinellas Park Agreement, and Specifications.

#### ARTICLE VII: Contractor's Affidavit

When all work contemplated by the Contract has been completed, inspected and approved by the City or its duly authorized agent, the Contractor shall furnish to the City the Contractor's Affidavit in a form approved by the City. Release(s) of Lien may also be required by the City.

#### ARTICLE VIII: Term

The parties further agree this Contract is for a period of **five (5) years**. All modifications of this Contract shall be enforced in writing by both parties signing this original contract and its attachments as indicated in Article VI above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

Cobra Environmental INC

City of Pinellas Park  
Pinellas County, Florida

By \_\_\_\_\_  
Signature of Authorized Officer

By \_\_\_\_\_  
Sandra L. Bradbury, Mayor

\_\_\_\_\_  
Type or Print Signature

ATTEST:

ATTEST:

\_\_\_\_\_  
Contractor's Attestor

By \_\_\_\_\_  
Diane M. Corna, City Clerk, MMC

\_\_\_\_\_  
Type or Print Signature

Approved as to form and correctness:

\_\_\_\_\_  
City Attorney  
City of Pinellas Park

\_\_\_\_\_  
Corporate Seal

\_\_\_\_\_  
City Council Approved

## **CONSTRUCTION ACTIVITIES – SCOPE OF WORK**

The essential elements of the proposed work are summarized as follows:

The contractor shall furnish all labor, material, equipment and services necessary for wastewater pipe rehabilitation using Cured-In-Place Pipe (CIPP) lining. The work shall be completed at locations identified on the plans within the City of Pinellas Park's wastewater service area, and shall include, but is not limited to; obtaining permit approvals; maintenance of traffic; bypass pump around and/or diversion of wastewater flows; cleaning, removal and disposal of all sand, rubble, deposits, and other accumulated debris in the host pipe and manholes; Closed Circuit Television (CCTV) video inspection of the host pipe prior to rehabilitation; construction of CIPP Main Liners; reconnection of service laterals; CCTV video inspection after liner construction; testing of CIPP liners; project site cleanup and restoration; and all other incidentals as required and directed by the project manager or his/her representative to complete the work.

The list of anticipated work locations under the initial term of this project is not inclusive and may change as repairs are completed, damaged pipes are discovered, and the City's prioritization schedule changes; however, it may represent the kinds of repairs that are anticipated to be assigned under this project.

## SPECIAL CONDITIONS

- a. **THE SUCCEFFUL BIDDER SHALL BE A CONTRACTOR LICENSED BY THE STATE OF FLORIDA FOR THESE SERVICES.**
- b. Any CONTRACTOR previously awarded any project by the City of Pinellas Park in the last 5 years that did not successfully complete the project, in part or in full, to the complete satisfaction of the City shall not be awarded this project. Furthermore, the CONTRACTOR will not be permitted to participate in this project as a subcontractor for any other CONTRACTOR.
- c. The intent of this contract is to rehabilitate sanitary sewer mains and laterals within the City of Pinellas Park Sanitary Sewer System in an efficient and timely manner. The City also recognizes that the successful completion of each aspect of the rehabilitation process is critical to the subsequent success of the project. Therefore, **the City reserves the right to stop any or all new construction work by the Contractor until such time as previous work has been completed, inspected and accepted to the satisfaction of the City.**
- d. In event of an emergency, the Contractor shall be required to reply within two (2) hours of telephone notification and mobilize crews and equipment within twenty-four (24) hours.
- e. The Contractor shall inform the City of its planned work schedules and shall afford the City reasonable opportunity to observe and inspect the Contractor's work in process. The City will be advised of all schedule changes and notified when a work site is left for a 24-hour (24) period when work is not complete. Regular or normal working hours will be 7:30 a.m. to 4:00 p.m., Monday through Friday.

## **Section 1**

# **SANITARY SEWER LINE CLEANING, INTERNAL INSPECTION AND REPORTING**

### GENERAL DESCRIPTION

- A. The work under this Section consists of furnishing all labor, materials, and equipment required to perform sewer line cleaning, debris removal, descaling of cast iron or ductile iron pipe, and closed circuit television inspection of sewer lines.
- B. Debris removal and disposal shall be done in accordance to all federal, state and local standards.
- C. Measurement and payment for the cost of work specified in this section shall be part of appropriate unit prices specified in the Bid Form and as described in the Measurement and Payment Section.

### PART 1

#### 1.01 QUALITY ASSURANCE

- A. Cleaning, descaling, root removal, and internal closed circuit television inspection work shall be performed by operators proficient with the equipment employed. The Contractor shall have a minimum of five (5) years experience on internal cleaning and inspection of sewer lines.
- B. As part of the Contract Documents, the Contractor shall provide a minimum of five (5) references providing competence in the field of TV/video inspection of wastewater collection systems. References shall be for projects current or completed within the last two (2) years.
- C. The equipment used shall be in good working order and provide continuous operation during CCTV/video inspection and cleaning.
- D. All CD or DVD disks submitted to the City shall be of good visual quality capable of slow motion and pausing without significant reduction of visual quality.
- E. Contractor shall coordinate all work with the City's Representative and shall not commence any work without the consent of the City's Representative.

## PART 2

### 2.01 BID SUBMITTALS

- A. Contractor shall submit to the City an equipment list for sanitary sewer cleaning, root removal, and CCTV inspection.
- B. Television inspection reports and forms shall be approved by the City prior to use, and shall be consistent with industry standards for data collection, defect coding and reporting requirements. All standard codes and practices as prescribed by NASSCO, for PACP and LACP modules shall be utilized for all inspection and reporting.
- C. Digital Video Inspection Capture with Computer Report and Diagram are required.
- D. In addition to showing what equipment will be assigned to this contract, define which equipment is owned and which equipment is to be leased. If you do not presently own or lease the equipment, explain how you plan on acquiring the required equipment.
- E. Before an award is made, the City may make a site visit to the Contractor to inspect equipment. The City also reserves the right to make additional inspections at any time during the contract.

## PART 3 - EXECUTION

### 3.01 EQUIPMENT

- A. Cleaning Equipment:
  - 1. Selection:
    - a. Clean sanitary sewer line sections and manholes using high velocity sewer cleaning equipment, mechanically powered or hydraulically propelled. Selection of equipment shall be based on conditions of lines at time work commences.
    - b. Equipment selected for cleaning shall be capable of removing dirt, grease, rock and other deleterious materials and obstructions from sewer lines and manholes.

- c. Roots shall be removed in the sections where root intrusion is a problem; locations shall be verified with the City prior to removal. Special attention should be used during the cleaning operation to assure complete removal of roots from the joints. Procedure may include the use of mechanical equipment such as rodding machines, root cutters, and equipment such as high-velocity jet cleaners.

## 2. Cleaning Equipment

### a. High-Velocity Jet (Hydro-cleaning) Equipment

All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream.

- b. Minimum water storage capacity shall be 1000 gallons.

- c. Equipment shall be approved by the City's Representative prior to commencement of cleaning.

## 3. Cleaning Precautions

During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools that retard the flow in the sewer line are used, precautions shall be taken to insure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When additional water from other sources is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. The Contractor shall obtain a construction water meter and the permission from City before using fire hydrants as a source of water. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant. No hydrant shall be used by the Contractor during a known fire emergency.

## 4. Color CCTV Television Camera

- a. Specifically designed and constructed for sewer line television inspection.
- b. Lighting shall be suitable to provide clear color pictures for periphery of pipe.

- c. Operative in 100 percent (100%) relative humidity conditions.
- d. To achieve peak picture quality throughout all conditions encountered, variable intensity control of camera lights and remote control for focus and iris shall be located at monitoring station.
- e. Focal distance shall be adjustable through range from 3 inches to infinity.
- f. Camera, television monitor, and other components of color video system shall be capable of producing picture quality to satisfaction of City and if unsatisfactory, equipment shall be removed and replaced with satisfactory equipment.
- g. Camera shall have ability to rotate lens 360 or have pan and tilt capability. The camera head will have an auto centering system to insure a fluid movement when reorienting from a lateral view.

#### 5. Water

- a. Contractor shall make arrangements with the City for use or source of water. All water used in the cleaning process must be metered. Contractor is responsible for obtaining a water meter from the City, and all fees incurred during the cleaning process
- b. Use of water from fire hydrants is prohibited except where contractor has obtained authorization from the City.

### 3.02 SEWER LINE CLEANING

#### A. General

1. Cleaning shall in all cases be conducted in an upstream direction. That is, from a downstream manhole proceeding upstream.
2. If successful cleaning cannot be performed or equipment fails to traverse entire sewer line section, it shall be assumed that major blockage exists and cleaning effort shall be abandoned.
3. Determine location of major blockage by measuring length of hose or rod inserted from manholes at each end and report location of blockage to the City immediately.
4. Televis the line section to determine nature of blockage.

5. Cleaning shall not precede televising by more than one (1) day. If more than one (1) day elapses, re-cleaning may be required prior to televising. No additional payment shall be made if the line segment must be re-cleaned.

#### B. Root Removal

1. Remove roots in sections where root intrusion exists. Special attention should be used during cleaning operation to assure the complete removal of roots from joints.
2. Remove roots which could interfere with internal television inspection.
3. Procedures may include use of mechanical equipment such as rodding machines, root cutters and equipment such as high-velocity jet cleaners.

#### C. Material Removed

1. Remove waste, dirt, sand, rocks, grease and other solid or semi-solid material resulting from cleaning operation at downstream manhole of sewer line section being cleaned. Do not pass material from sewer line section to sewer line section.
2. When hydraulic cleaning equipment is used, construct weir or dam in the downstream manhole to trap solids for removal.
3. Remove solids or semi-solids resulting from cleaning operations from site on a daily basis and dispose of in a proper manner. Do not allow debris to accumulate in sewer line sections or on site.
4. Washwater containing waste and/or debris shall not be disposed of or discharged in streets, ditches, canals, rivers, etc. All spills shall be contained, removed, and cleaned up immediately after occurrence by the Contractor at no additional cost to the City. Spills shall be disinfected by an approved disinfection method. The Contractor shall immediately report all spills to the City with a follow up written report of the spill within 24 hours. The report shall contain a full review of the occurrence and actions taken.

#### D. Protection During Cleaning Operations

1. Protect sanitary sewer lines and sanitary sewer manholes from damage that might be inflicted by improper use of cleaning equipment.
2. Whenever hydraulically propelled cleaning tools, which depend upon water pressure to provide their cleaning force, or tools which retard flow of water in sewer line are used, precautions shall be taken to ensure that water pressure

created does not cause any damage, flooding or discharges of wastewater to public or private property being served by sewer line section involved.

3. Flow of sewage in sewer lines shall be utilized to provide necessary pressures for hydraulic cleaning devices whenever procedures allow. Water shall be conserved and not used unnecessarily.
4. Contractor shall be responsible for damage to public and private property as result of cleaning operations. All damage caused by Contractor shall be repaired to original condition at Contractor's expense.

#### E. Acceptance of Cleaning Work

1. Acceptance of cleaning work in sewer line sections shall not be made until internal television inspection has been completed, and reviewed by the City.

### 3.03 INTERNAL TELEVISION INSPECTION

#### A. General

After cleaning, the sewer lines shall be visually inspected by means of color closed circuit television (CCTV) system. The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled as specified.

The Contractor shall maintain the necessary capabilities to CCTV inspect sewer conveyances ranging from 6-inches to 42-inches in diameter, with conveyance lengths not exceeding 1,000 feet. The television camera used for the inspection shall be one specifically designed and constructed for the inspection of the appropriate pipe size. The color television camera used for the inspection shall be specifically designed and constructed for pipe inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100 percent humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the City; and if necessary, equipment shall be removed and no payment will be made for an unsatisfactory inspection.

#### B. Closed Circuit Television Inspection

1. Inspection personnel shall investigate the interior condition of each sewer conveyance to verify proper cleaning has been completed and identify all observed root intrusions, structural defects, pipe sags, exfiltration, infiltration, and inflow, as well as the general condition of the sewer conveyance at the

time of inspection. CCTV inspections shall be completed within one (1) day of pipe cleaning. Pipes shall be re-cleaned by the Contractor without additional compensation if CCTV inspection is delayed beyond one day.

2. Inspection personnel shall conduct CCTV inspections concurrent to the direction of flow at camera speeds no greater than 30 feet per minute/countercurrent CCTV inspections are prohibited by observed sewer conveyance structural deficiencies, sewer conveyance blockages, and/or manhole accessibility limitations. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If again, the camera fails to pass through the entire manhole section, the inspection shall be considered complete and no additional inspection will be required.
3. A distance meter shall be furnished on the video. The meter shall be checked using distances between manholes. Meter distances and actual distances shall be consistent.

#### C. Defect Imaging

1. Inspection personnel shall produce color video footage of each CCTV inspection. Video footage shall contain, as a minimum, the following printed information at the beginning and end of each CCTV inspection:
  - a. Project Name and Project Number
  - b. Basin Name and Number
  - c. Starting Manhole and Ending Manhole Numbers
  - d. Starting Manhole Location
  - e. Date and Time
  - f. Sewer Pipe Material
  - g. Sewer Pipe Diameter
  - h. Project - Specific Video Serial Number
  - i. Video Index Counter Number
  - j. CCTV Camera Operator's Initials
2. Inspection personnel shall provide video footage of the interior of each sewer line section as part of each inspection, providing clear and accurate images of all observed service connections, root intrusions, structural defects, pipe sags, exfiltration, infiltration and inflow, as well as the general condition of each line section at the time of inspection.
3. Video footage of each CCTV inspection shall draw attention to identified defects and potential problems.

4. CD or DVD of the internal line inspection shall be delivered to the City.
5. The Contractor shall be responsible for providing the City with documentation, on a daily basis, of all manholes that are buried, cannot be located, or cannot be accessed for CCTV inspection.
6. Inspection personnel shall record the measured distance of each CCTV inspection. All distance measurements shall begin at the center of the starting manhole and end at the center of the ending manhole.

#### D. Database Management

1. Due to the large quantity of data collected during CCTV inspection activities, computer support is required for efficient data management. The Contractor shall be responsible for maintaining all data collected from each CCTV inspection within a database management application.
2. At a minimum, the database management application shall be developed using a relational database software package. The database management application shall be user-friendly and provide flexibility in the retrieval, sorting, querying, and reporting of stored records. Contractor shall meet with the City's staff to confirm the way structures are identified in the database to develop ways of labeling defects and cataloging images consistent with existing City's databases.
3. Contractor will supply at no cost to the City the software package and instructions to read its CD or DVD video inspections. As a minimum, the data stored in the database must be able to be easily extracted and imported into Microsoft Access.
4. The Contractor shall submit to the City two (2), CD or DVD discs of the CCTV inspection and computer report presenting the output of the database management application, along with a brief summary of CCTV inspection activities. At a minimum, the output of the database application shall include a summary report sheet, cross-sectional view, and plan view of all identified defects, service connections, and other relevant observations from each sewer line section inspected. The inspection report shall clearly show the location in relation to an adjacent manhole of each observed root intrusion, structural defect, exfiltration, infiltration, inflow, beginning of pipe sag, end of pipe sag, building sewer connection, and other discernible defects of pipe features.
5. Digital Video Inspection Capture with computer Report. Digital video inspection shall include the capture of inspection footage in digital format into CD or DVD disc format. The system shall be capable of random access retrieval of inspection footage and displaying this footage on computer screen with some

level of plan schematic to show locations. Digital capture shall be directed from the cameras without use of video tape to prevent loss of resolution. The equipment for digital inspection, storage, and retrieval of data shall be approved by the City.

6. Digital photographs shall be provided in a database format compatible with City's database system. The digital photographs will be required for each "immediate fix" or "major" defect in the lines. These digital photographs shall display the distance from the center of the manhole and shall be referenced to upstream and downstream manhole numbers so that the City can determine the line segment where the defects are noted. The digital photographs shall be provided to the City upon the completion of each workday.

### 3.04 SEWER FLOW CONTROL

#### A. General

When sewer line depth of flow at upstream manhole of sewer line section being worked is above maximum allowable for television inspection, flow shall be reduced to level shown below by operation of pump stations, plugging or blocking of flow, or by pumping and bypassing of flow as specified.

1. Depth of flow shall not exceed that shown below for respective pipe sizes as measured in manhole when performing television inspection.
  - a. Maximum Depth of Flow for Television Inspection shall not exceed ten percent (10%) of the pipe diameter.
  - b. During television inspection, reduce flow to within limits specified above. After work has been completed, restore flow to normal.

B. Plugging or Blocking: Insert sewer line plug into line upstream end of section being worked. Design the plug so all or a portion of sewage can be released.

C. Pumping and Bypassing: When pumping and bypassing is required, Contractor shall supply pumps, conduits, and other equipment to divert flow of sewage around sewer line section in which work is to be performed. Bypass system shall be of sufficient capability to handle existing flow plus additional flow that may occur during rainstorm. Contractor shall furnish necessary labor and supervision to set up and operate pumping and bypass system. If pumping is required on 24-hour basis, equip pump engines in manner to keep noise to minimum. **CONTINUOUS ON-SITE SUPERVISION OF THE BYPASS PUMPING BY THE CONTRACTOR IS MANDATORY. (Contractor shall provide City with telephone number of on-site Supervisor).**

D. Flow Control Precautions: When flow in sewer line is plugged, blocked, or bypassed, take precautions to protect sewer lines from damage that might result from sewer surcharging. Take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by sewers involved. Contractor is responsible for damage to public and private property as result of sewer flow control operations.

### 3.05 USE OF EASEMENT AND RIGHT OF WAY

#### A. Public Right of Way

The Contractor will attempt to stay within the easement or public rights of way the City maintains around the sewer main lines. If the Contractor is performing work in the Public Right of Way where other utilities are located, the Contractor shall take precautions to ensure that the utilities are not damaged. Any damage to the Public Right Of Way or other utilities will be the sole responsibility of the Contractor.

#### B. Private Property

If at any time the Contractor must leave the Public Right of Way or the City's easement area to perform work, he must first gain prior verbal approval from the City and written permission from the owner of the property he will be encroaching on. The Contractor will be solely responsible for any damages or claims resulting from work done on the private property.

#### C. Special Requirements

##### 1. Traffic Routing Plan.

Cleaning and TV inspection should not require closure of streets to through traffic during work hours. Local traffic shall be maintained at all times. All traffic control devices shall be in accordance with Florida Department of Transportation (FDOT) Regulations. Where work in City streets requires closure, prior approval of traffic control shall be obtained from the appropriate staff in the City. The Contractor shall maintain all traffic control devices in a clean and high-visible state in good working order and shall provide the necessary traffic control devices and flagmen as required by the appropriate regulatory authority (Florida Department of Transportation, Pinellas County, and/or the City).

##### 2. Signs.

The Florida Department of Transportation requires that worksites within highway right-of-ways have signs constructed in accordance with the Florida Construction and Maintenance Operations Supplement to the Manual on Uniform Traffic Devices for Streets and Highways. Copies of the manual may be obtained from the Florida De-

partment of Transportation. No separate payment will be made for signs constructed to meet this requirement.

### 3. General Safety Guidelines and Procedures.

The 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 worksite and other person and organization who may be affected thereby.
- b. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site.
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of work.
- d. All Contractors shall adhere to all applicable Federal, State, and OSHA rules and regulations while performing work for the City. Contractor shall erect and maintain all necessary safeguards and protection on the job.
- e. The Contractor shall designate a responsible representative at the site (Competent Person) whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to City.
- f. If the City is witness to safety violations that are immediately dangerous to life and health the City shall document the date and time of witness and then direct this to the Contractor's Competent Person immediately.
- g. If the City interprets that OSHA violations are in effect and the Contractor is negligent, the City may contact the Florida Department of Labor to clarify the standards of safety practices.
- h. Emergencies: In the event of an emergency affecting the safety or protection of persons or the work or property at the site, the Contractor is obligated to act to prevent threatened damage, injury or loss without notice to City.

### 3.06 MEASUREMENT AND PAYMENT

Measurement and payment for the cost of work specified in this section shall be part of appropriate unit prices specified in the Bid Form and as described in the Measurement and Payment Section.

**END OF SECTION**

**Section 2**  
**GRAVITY SEWER REHABILITATION**  
**BY CURED-IN-PLACE-PIPE, INVERSION FELT LINING**  
**(MANHOLE TO MANHOLE)**

**1. Scope of Work**

This specification covers the materials and method of application for the rehabilitation of gravity sewers through the use of Cured-In-Place-Pipe in sections between manholes.

The proposed location for gravity sewer rehabilitation by segmental Cured-In-Place-Pipe will be as shown on the Plans, designated by the City's representative, or verbally instructed.

The Contractor shall furnish all labor, materials, and special equipment required to accomplish the work in accordance with these specifications. The installation shall affect the complete interior relining of the existing sanitary sewer piping and shall result in a smooth, hard, strong and chemically inert finish closely following the contours of the existing piping. The Contractor shall provide a completed system with trunk sewer and all lateral connections in operational condition.

The Contractor shall provide all necessary television monitoring and cutting equipment and perform all work required to cut out unnecessary liner material at the locations of all existing lateral pipes and reestablish service to all laterals entering the trunk sewer.

The actual sizes, lengths, and materials of the pipes to be relined shall be as indicated in the contract documents, subject to verification by the Contractor prior to commencing the lining installation.

The Contractor shall provide all water, piping, hoses, valves or connections necessary to complete the lining process.

**2. Qualification of Pipelining Contractor**

The prospective Contractor must be approved, in writing, by the Manufacturer with the Bid Document. The Contractor shall provide any information or documentation, which the City may require as proof of the Contractor's competency to perform work of the type herein specified.

**A. Minimum Requirements for Approval by the City Shall be as Follows:**

1. The Contractor shall have been engaged in the business of furnishing and installing the Cured-In-Place-Pipe, and shall have been performing work of similar type, magnitude and difficulty for a period of not less than three (3) years.
2. The Contractor shall submit a resume and list of projects of similar complexity, which have been successfully completed by him in the past.
3. The Contractor shall be capable of providing test data supporting the long-term strength, corrosion resistance, and 50-year design life of the liner. These tests shall be based of the following standards:
  - a. Material tested shall be identical to those proposed for installation and from samples of material in final resting place after the trauma of installation and/or reforming of the product. Testing shall be in accordance with applicable American Society for Testing of Materials (ASTM) standards. Laboratory samples will not be acceptable.
  - b. All test data must be validated by an independent third party qualified in these testing procedures. Test results shall be submitted with the Bid Documents.

**B. Accuracy**

To the greatest practical extent, the Plans will depict the details of the work, including the locations and numbers of all manholes, distances between manholes, locations of junctions, pipe sizes, manhole depths, etc. However, the Contractor shall verify all dimensions, including lengths between manholes by field measurement. The Contractor shall also be aware that minor variations in pipe diameter and circumference will occur, and that it is not intended that such minor variations be indicated on the Plans.

**C. Inspections**

1. Prior to commencing the Cured-In-Place-Pipe installation, the Contractor shall thoroughly clean all piping to be relined and shall inspect the piping utilizing closed circuit television in conjunction with a videotape machine. All television inspection shall utilize a radial view

camera capable of viewing the entire circumference of the pipe. Videos of the piping to be lined shall be made available to the City for inspection before proceeding with the work. All videos will be converted to Digital & CD Disk.

2. The Contractor shall prevent sand or debris from becoming trapped between the existing pipe and its finished liner. Grouting of laterals or cracks may be required for pulled-in-place lining systems to prevent the sand or debris entrapment. **If grouting is required, it shall be considered incidental to the lining procedure, and no additional payment shall be made therefore.**
3. The City reserves the right to inspect the manufacturing of materials. The Contractor shall give appropriate prior notice in order that the City may be on hand to observe the various processes.
4. No work shall be performed by the Contractor except in the presence of the City's Inspector unless otherwise approved by the City. The Contractor shall coordinate his work schedule and give timely prior notice regarding his intentions to perform any and/or all parts of the work, in order that the City's inspector may be on hand. Any work performed in the absence of the City's inspector is subject to removal and replacement at the Contractor's expense.
5. Upon substantial completion of the work, the Contractor shall, in the presence of the City's inspector, inspect the line using a radial view, closed circuit television. The video thus produced shall include simultaneously produced narrated observations. The sound narration shall draw attention to all recognizable defects, imperfections, etc., and the location along the length of the piping shall be accurately noted. In addition, the locations and all pertinent details regarding the entrance of service laterals into the main trunk sewer shall be accurately noted on the sound tape. Two copies of the sound and videotapes shall become the property of the City. All videotape shall be converted to Digital & CD Disk.

## **E. Materials**

All materials used in the lining and the insertion process shall be of the best respective kinds and shall be as approved in advance by the City. Any materials not approved by the City prior to insertion into the piping shall be rejected and shall be removed and replaced with approved materials at the Contractor's expense.

The finished Cured-In-Place-Pipe shall generally consist of a polyester or epoxy resin impregnated, needle interlocked felt thoroughly bonded to the internal circumference of the existing pipe, and an internal polyurethane membrane integrally bonded to the internal circumference of the felt, thus forming a smooth, chemically inert flow surface.

**The actual make-up of the liner shall meet or exceed the manufacturer's design criteria and be consistently utilized for third party testing.**

Liner Sizing: The liner shall be fabricated to a size that when installed will fit neatly the internal circumference of the pipe to be lined. Allowance for longitudinal and circumferential stretching of the liner during insertion shall be made by the Contractor.

Length: The length of the liner shall be that deemed necessary by the Contractor to effectively carry out the insertion and seal the liner at the inlet and outlet of the manhole to manhole sections as determined.

Because the actual strength and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the resin and hardener used, the type of felt used, the type and amount of filler material used, and the degree of cure, it shall be the sole responsibility of the Contractor to control these variables and to provide a finished liner possessing the following minimum properties:

<u>Design Parameter</u>	<u>Unit</u>	<u>ASTM Test Method</u>	<u>Minimum Value</u>
Tensile strength yield at 20 deg. C	psi	D638	3,000
Flexural Modulus	psi	D790	250,000
Flexural strength	psi	D790	4,500

The Contractor shall provide a liner exhibiting the above minimum properties. Prior approval of shop drawings related to any or all materials or methods of installation shall not relieve the Contractor of this responsibility.

The Contractor shall have a design criteria calculation on each diameter, to determine the diameter and material thickness required for each repair project. A copy of the design and specifications shall be submitted by a registered Professional Engineer in the State of Florida. **The finished liner must exceed the minimum design thickness by not less than 10%. A sample of each installed liner shall be made available to the City and may be tested at the Contractor's expense.**

The Contractor shall provide a finished liner, which exhibits excellent resistance to those chemicals, liquids, and gases normally found in raw sewage, in particular, hydrogen sulfide gas.

The resin to be used shall be an epoxy or polyester resin with characteristics compatible with the required mechanical and chemical properties previously specified. **A sample of each batch shall be made available to the City and may be tested at the Contractor's expense.** A retained sample of each liner with all pertinent information shall be retained by the Contractor and submitted to the City upon request for testing.

**Contractor is to install Hydrophilic End Seals at all manhole penetrations. The End Seals must be in a tubular form which when installed will form a 360 degree seal between the host pipe and the newly installed liner and must be a minimum of three inches wide. The use of caulking, rope or band type of an end seal will not be allowed. Acceptable End Seals are Insignia™ End Seals by LMK Enterprises, 1779 Chessie Lane, Ottawa, IL 61350 (815) 433-1275, or pre-approved equal.**

#### **F. Execution**

All materials used in the lining and in the insertion process shall be in accordance with the Manufacturer Recommendations.

#### **G. Installation**

All materials used in the lining and in the insertion process shall be in accordance with the Manufacturer Recommendations.

The finished pipe lining shall be continuous over the entire length of an insertion run between two manholes or structures and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, air bubbles, pinholes, dimples and delamination. **The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe, including each service connection.**

Any defects, which, in the judgment of the City, will affect the integrity or strength of the lining, shall be repaired or the liner replaced at the Contractor's expense. Prior to proceeding with any repair work, the Contractor shall recommend the proposed plan to the City for his approval.

**End sections, where cut or terminated within the manholes, shall be repaired with an approved product, cut six inches (6) short of the interior surface of the manhole, and suitably sealed.**

All defective work shall be removed and replaced with new material to the full satisfaction of the City.

#### **H. Removal of Protruding Services**

The Contractor shall furnish all materials and equipment to remove existing service connections, which protrude into the existing gravity sewers.

The work includes the removal of the portion of the service lateral, which protrudes into the inner diameter of the existing gravity sewer.

**No Payment shall be made for the Removal of Protruding Services. Any costs for such work shall be included under the Contract unit price for installed liner.**

#### **I. Additional Cleaning and Inspection of Gravity Sewer**

The Contractor shall furnish all labor, materials, and equipment to provide additional cleaning, including descaling, and inspection of the existing gravity sewer when ordered by the City in writing.

The work comprises cleaning, including descaling, of the existing sewer and inspecting the cleaned sewer with a radial view, closed circuit television camera system.

**No Payment shall be made for Additional Cleaning and Inspection of Gravity Sewer. Any costs for such work shall be included under the Contract unit price for installed liner.**

#### **J. Service Connection**

The existing service connections shall be reconnected after the curing process has been completed. A radial view television camera-guided cutting device, in conjunction with the service locator log from pretape inspection, shall be used to identify and restore the service connections to not less than 95% capacity. This work shall be done without excavation.

**All service connections shall be grouted with an approved chemical grout to a point 2 feet into the service and shall be free of migrating water in the annular space.**

- K. Pumping and Bypassing: When pumping and bypassing is required, Contractor shall supply pumps, conduits, and other equipment to divert flow of sewage around sewer line section in which work is to be performed. Bypass system shall be of sufficient capability to handle existing flow plus additional flow that may occur during rainstorm. Contractor shall furnish necessary labor and supervision to set up and operate pumping and bypass system. If pumping is required on 24-hour basis, equip pump engines in manner to keep noise to minimum. **CONTINUOUS ON-SITE SUPERVISION OF THE BYPASS PUMPING BY THE CONTRACTOR IS MANDATORY. (Contractor shall provide City with telephone number of on-site Supervisor).**

## SEWER LATERAL JOINT TESTING AND SEALING

### General Description

The work covered in this section consists of providing all labor, equipment, material and supplies performing all operations required to air test and seal (chemically grout) sewer pipe joints at the lateral connection after Cured-In-Place-Pipe lining.

**All service connections shall be grouted with an approved chemical grout to a point 2 feet into the service and shall be free of migrating water in the annular space.**

### Warranty

All Cured-In-Place-Pipe will be warranted to be free from all defects in materials and workmanship for a period of one year from the date of rehabilitation. **Should a defect occur during this one-year period that is attributable to the Cured-In-Place-Pipe installation, the defect shall be repaired within a period of 30 days at no additional cost to the City.**

**All service connections shall remain free of migrating water in the annular space throughout the entire warranty period.**

### Measurement and Payment

Measurement and payment for the cost of work specified in this section shall be part of the appropriate unit prices specified in the Bid Form and as described in the Measurement and Payment Section in accordance with contract unit pricing.

**END OF SECTION**

## SECTION 3

### CURED-IN-PLACE PIPE (CIPP) FOR LATERAL RENEWAL

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

- A. Renewal of existing sanitary sewer laterals by installation of a resin impregnated flexible felt tube into the existing lateral line utilizing a vertical inversion standpipe and hydrostatic head, air inversion, pulled in place, or other approved method and curing by circulating hot water, steam or other approved means to produce a hard, impermeable pipe.

##### 1.02 REFERENCES

- A. Codes, Specifications, and Standards referred to by number or title shall form a part of this specification to the extent required by the references thereto. Latest revisions shall apply, unless otherwise shown or specified.
  - 1. ASTM F1216-90 Rehabilitation of Existing Pipelines and Conduits by Inversion and Curing of a Resin-impregnated Tube
  - 2. ASTM D543 Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents
  - 3. ASTM D5813 Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems
  - 4. ASTM F2561 Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-In-Place Liner.

##### 1.03 RESPONSIBILITY FOR OVERFLOWS AND SPILLS

- A. It shall be the responsibility of the Contractor to schedule and perform his work so as to result in no overflows or spills of sewage or combined sewage from the system. If sewage flows are such that they interfere with the Contractor's ability to perform work, the Contractor shall be responsible for scheduling his work during low flow periods or provide bypass pumping. Bypass pumping shall be provided only with the specific written approval of the designated Engineer.
- B. In the event of overflows caused by the Contractor's work activities, the Contractor shall immediately take appropriate action to contain and stop the overflow, clean up the spillage, disinfect the area affected by the spill, and notify City in a timely manner.
- C. Contractor will indemnify and hold harmless the City for any fines or third-party claims for personal or property damage arising out of a spill or overflow that is fully or partially the responsibility of the Contractor. Should fines subsequently be imposed as a result of any overflow for which the Contractor is fully or partially responsible, the

Contractor shall pay all such fines and all of the City's legal, engineering, and administrative costs in defending such fines and claims associated with the overflow.

#### 1.04 SUBMITTALS

A. Submit the following:

1. Certified copies of test reports of factory tests required by the applicable standards and this Section.
2. Manufacturer's installation instructions and procedures.
3. Contractor's procedures and materials for service renewal including time and duration of sewer service unavailability.
4. Data, measurements, assumptions and structural design with calculations for sizing liners, signed and sealed by a professional engineer registered in the state of Florida and certified by the manufacturer as to the compliance of his materials to the values used in the calculations for the lateral tube and the mainline member that forms the connection / interface seal.
5. Sampling procedures and locations for obtaining representative samples of the finished liner.

B. A final certificate of compliance with this specification shall be provided by the manufacturer for all lining material furnished. Tests for compliance by an independent laboratory shall be made according to the applicable ASTM specification and the manufacturer's quality control program.

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

D. Approval of New Products:

1. A product will be considered for approval if a minimum of 2,500 full circle connection installations of the proposed lateral pipe / connection pipe liner have been installed in sewer collection pipes in the State of Florida. An acceptable third party testing facility shall perform all tests. These tests shall be based on the following standards for both the lateral and the main tubes that form the connection/ interface seal:
  - a. Materials tested shall be identical to those proposed for installation from samples of materials in final resting place after the trauma of installation and/or reforming of the product. Testing shall be in accordance with applicable ASTM standards. Laboratory samples will not be acceptable;

- b. Short-term tests can be extrapolated using actual short-term test data and applicable ASTM standards for plastic pipe.
- c. An independent third party qualified in these testing procedures shall validate all test data (whether theoretically extrapolated or actual).
- d. The manufacturer shall submit all ASTM standards for installation and/or materials on their product. Foreign standards will not be accepted.
- e. Manufacturer shall submit an engineering design guide and quality control procedures for product manufacturer and for product installation, including detailed inspection, testing of physical properties, retention of product samples, taking of and testing of field samples.
- f. Manufacturer shall submit statements as to country of manufacturer of all major components used to produce the final installed product.
- g. Manufacturer and installer shall submit evidence of installer training, testing and/or certification of being trained to install the product by the manufacturer.
- h. Manufacturer shall provide detailed installation procedures, detailed procedures for reconstruction of existing laterals and for new service connections. This shall include an itemized list of the tasks to be performed and the estimated times for each task. Manufacturer shall include the estimated number of excavations, if any, required for each line segment to be installed.
- i. Manufacturer shall submit detailed procedures of repairing its own product in the event of failure.
- j. In the event change in the product (material) occurred within the past three years, the manufacturer shall disclose in writing, the date each change occurred, what change occurred, the reason for the change, the number of lineal feet installed within each change period, the last date since a change occurred, and the number of lineal feet installed since the last change. The City reserves the right to require additional detailed information on the product (material) in the event changes have occurred.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall be responsible for the delivery, storage, and handling of products. No products shall be shipped to the job site without the approval of the City.
- B. Keep products safe from damage. Promptly remove damaged products from the job site. Replace damaged products with undamaged products.

## PART 2 - PRODUCTS

### 2.01 GENERAL

- A. The system proposed (materials, methods, workmanship) must be proven through previous successful installations to an extent and nature satisfactory to the City and the Engineer that is consistent with the size of the project being proposed. Since CIPP is intended to have a minimum 50-year design life, only products deemed to have this performance will be accepted.
- C. The finished pipe liner in place shall be fabricated from materials which when complete are chemically resistant to and will withstand internal exposure to domestic sewage having a pH range of 5 to 11 and temperatures up to 150°F.
- D. Unless specified otherwise, the main/lateral liner assembly shall be structurally designed for a minimum service life of 50 years; fully deteriorated host pipe/direct bury condition; prism loading; soil loading of 120 pcf; factor of safety of 2.0; 2% ovality; maximum deflection of 5%; soil modulus of 1000 psi; lining enhancement factor of 7 maximum; H-20 live loading; 50% long-term modulus reduction factor; and hydrostatic load at 100% of depth to invert. The lateral tube will be calculated based on a fully deteriorated pipe condition: The mainline member "connection/interface seal" will be calculated as a "partially deteriorated" pipe for mains that have been structurally lined; and as a "fully deteriorated" pipe for mains that do not contain a structural mainline liner.
- E. All CIPP lining products shall comply with the latest versions of ASTM D5813 and ASTM F1216, AS1M F2561 including appendices.

### 2.02 STRUCTURAL REQUIREMENTS

- A. Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. When not specified by the City in the contract documents, the design thickness of the CIPP shall be arrived at using standard engineering methodology as found in ASTM F1216. In no case shall the finished thickness of the cured lateral liner tube be less than three millimeters. The long-term modulus shall not exceed 50 percent of the short-term value for the resin system and shall be verifiable through testing. The thickness calculations, for both the lateral tube and the mainline member "connection/interface seal", signed and sealed by a professional engineer registered in the State of Florida, shall be submitted to the City/Engineer prior to CIPP installation.

When multiple layers are present, the layers of the finished CIPP shall be uniformly bonded. The CIPP shall be constructed from a single piece liner having no cold-joints. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field

samples, new samples will be cut from the work. Any reoccurrence may be cause for rejection of the work. The cured liner shall meet TABLE 02727 - 1 Minimum Physical Properties.

**TABLE 02727-1  
Minimum Physical Properties**

<b>Property</b>	<b>ASTM Test Method</b>	<b>Minimum Value</b>
Flexural Strength	D790	4,500 psi
Flexural Modulus (Initial)	D790	250,000 psi
Flexural Modulus (50-year)	D790	125,000 psi

## 2.03 MATERIALS

### A. Lateral Liner Tube

1. The tube shall consist of one or more layers of a flexible needled felt or an equivalent non-woven or woven material, or a combination of non-woven and woven materials, capable of carrying resin, withstanding installation pressures and curing temperatures. The tube should be compatible with the resin system to be used on this project. The material should be able to stretch to fit irregular pipe sections and negotiate bends. Projected changes in groundwater level; temperature and other loading factors shall cause no significant changes in the service characteristics or service life of the sewer pipe liner.
2. The liner shall be polyester fiber felt tubing saturated with an epoxy vinyl ester or polyester resin prior to insertion which when cured, will be chemically resistant to reagents as defined in ASTM F1216, ASTM F1743, ASTM D543, ASTM F2561.
3. The tube should be fabricated under controlled conditions to a size that, when installed, will tightly fit the internal circumference and the length of the original conduit. Allowances should be made for the longitudinal and circumferential stretching that occurs during placement of the tube. Maximum stretching allowances shall be as defined in ASTM F1216, ASTM F1743, and ASTM F2561. The Contractor shall verify the lengths in the field before cutting the liner to length.
4. The tube shall be uniform in thickness and when subjected to the installation pressures shall meet or exceed the designed wall thickness.
5. Any plastic film applied to the tube on what will become the interior wall of the finished CIPP shall be compatible with the resin system used, translucent enough that the resin is clearly visible, and shall be firmly bonded to the felt material.
6. At time of manufacture, each lot of liner shall be inspected and certified to be free of defects. The lateral tube shall be marked for distance at regular intervals along its entire length, not to exceed five feet. The main member shall also include markings of the building address associated with the lateral pipe, date of

manufacturer, Manufacturer's name, name of installation contractor, and QC/batch numbers for all raw materials used to construct the main/lateral CIPP.

7. Liners may be made of single or multiple layer construction where any layer must not be less than 1.5 mm thick. A suitable mechanical strengthener membrane or strip may be placed in between layers where required to control longitudinal stretching.
8. The sewer service lateral liner and connection/interface seal shall be a single unit liner that lines the lateral and forms a structural and verifiable non-leaking connection to the mainline.

**B. Resin Components**

1. The resin system shall be a corrosion resistant epoxy vinyl ester or polyester that when properly cured within the tube composite meets the minimum requirements given herein or those that are to be utilized in the design of the CIPP for this project. The catalyst system may be accelerated to promote curing.
2. The resin used shall be a neat resin and not contain fillers.
3. The Contractor shall submit the resin characteristics, including filler identification, to the City and Engineer for approval prior to lining activities.

**C. Interface Seal**

1. The connection/interface seal shall be a resin impregnated full circle main connection. The tube and seal shall be of one-piece construction and shall be designed such that when expanded shall tightly fit 18-inches of the mainline with a lateral tube extending into both T and Y connections at the interface between the mainline and lateral sewer.
2. The connection/interface shall include a compression gasket seal that is compatible with all piping materials as described in ASTM F2561-06.

**PART 3- EXECUTION**

**3.01 GENERAL**

- A. It is the intent of this specification to provide for the renewal of sewer service laterals by the installation of a resin-impregnated flexible tube and a mainline/lateral connection seat. The tube is inverted into the original service lateral through a newly installed cleanout and then expanded to fit tightly against the lateral by the use of water or air pressure. The resin system shall then be cured by elevating the temperature of the fluid (water/air) used for the inflation to a sufficient enough level for the initiators in the resin to effect a reaction. The finished pipe shall be such that when the thermosetting resin cures, the total wall thickness shall be a homogeneous and monolithic felt and resin composite matrix that will be chemically resistant to withstand internal exposure to domestic sewage.
- B. The Contractor shall deliver the liner to the site and provide all equipment required to insert the liner into the host pipe and cure it in place. The Contractor shall designate a

location where the tube will be vacuum impregnated prior to installation. If requested by the City, the Contractor shall notify the Engineer at least 72 hours prior to wet out to allow the Engineer to observe the materials and wet out procedure. All procedures to prepare the liner for installation will be in strict accordance with the manufacturer's recommendations. Any material not properly prepared shall be rejected and replaced with acceptable materials at the Contractor's expense.

- C. The liner shall be impregnated with resin and stored according with manufacturer recommendations.

### 3.02 PREPARATION

- A. The Contractor shall notify all residents affected by this construction at least 24 hours prior to any service disruption affecting their service connection. The mainline sewer shall be kept in operation during the lateral lining operations. Customers shall be notified by the Contractor with door hanger advising the customers of when the work will begin, expected date of completion, the type of work and contact person for any questions.
- B. The Contractor shall install a cleanout at the' respective right-of-way line, property line or easement line prior to or immediately after the lining procedure. Cleanouts shall be installed per the City's requirements as shown on the drawings and specified herein.
- C. The Contractor shall perform cleaning of the lateral and all applicable areas affected of the existing mainline sewer line in accordance with the liner manufacturer's recommendations, videotaping, and inspection prior to installation of the CIPP lateral. The Contractor, when required, shall remove all internal debris out of the pipeline that will interfere with the installation of the CIPP. The Contractor shall provide an appropriate dumpsite for all debris removed during the cleaning operations. Precautions shall be taken by the Contractor to ensure that no damage or flooding of public or private property is caused by the cleaning operation.
- D. It shall be the responsibility of the Contractor to notify the City of line obstructions, offset joints, or collapsed pipe that will prevent the insertion of the tube or significantly reduce the capacity of the lateral. The City with input from the Contractor shall determine the method of pipe repair required and shall address these concerns on a case-by-case basis.
- E. Protruding laterals or services shall be trimmed flush with the inside of the main sewer wall prior to lining. Trimming shall not cause damage to the lateral or service beyond the inside face of the main sewer.

### 3.03 BYPASS PUMPING

- A. When the flow demand on the lateral dictates that bypass pumping is required, the Contractor shall furnish all necessary pumping equipment, conduit, etc. to adequately

and safely divert sewage flow around the work in a manner approved by the City and as set forth in Section 01516. No flow shall be discharged on the surface, into storm sewers, in ditches, or in waterways.

8. During a bypass operation, the pump shall be manned continuously; the contractor shall maintain the pump and bypass equipment; and shall be responsible for any damages to public or private property due to the malfunction of same

#### 3.04 TELEVISION INSPECTION

- A. The Contractor shall provide television equipment capable of properly documenting the conditions as found within the lateral using a pan and tilt camera. The camera equipment shall be capable of launching into the full length of each lateral and providing an accurate picture of the lateral to be lined. Lighting for the camera shall illuminate the entire periphery of the lateral. The camera that is launched into the lateral shall have sonde capabilities to locate any collapses or existing features on the surface of the ground for the City.
- B. Both a pre-lining and post-lining digital data video shall be submitted to the County and Engineer for approval. The Contractor shall launch into each lateral connection on both pre and post inspections, post inspections may be done from an existing cleanout, if one exists. The digital data video shall be clearly and properly labeled. A digital data video and a suitable log shall be prepared by the contractor during the work and provided to the City

#### 3.05 CIPP LINER INSTALLATION

- A. The following installation procedures shall be adhered to unless otherwise approved by the City.
  1. The Contractor shall carry out his operations in strict accordance with all OSHA, State, local, and manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving entering confined spaces. Curing with pressurized steam creates additional safety concerns with regard to high temperatures, quick burn times, potential blow offs, etcetera. Contractors shall take additional precautions to insure the safety of everyone nearby curing mechanisms.
  2. It shall be the responsibility of the Contractor to remove all internal debris and clean the existing sewer line and/or lateral in accordance with the recommendations of the liner or resin manufacturer prior to installation of the liner.
    - a. Preparation of the interior surface shall be accomplished by a thorough high pressure water-jet cleaning. The pipe shall be left free of all loose sand, rock, or other deleterious materials. Any roots in the pipe shall be either removed or cut off flush with the interior.
    - b. If conditions such as broken pipe and major blockages are found that will prevent proper cleaning or where additional damage would result if cleaning is attempted or continued, the contractor shall notify the City immediately. The City will determine what course of action will be taken to complete the project.

- c. Precautions shall be taken by the contractor to ensure that no damage or flooding of public or private property is caused by the cleaning operation.
  - d. The City shall inspect the prepared pipe for cleanliness and smoothness before the contractor is authorized to proceed with pipe lining operations.
- 8. The CIPP shall be designed in accordance with ASTM F1216-09. The materials and installation shall be in accordance with the practices given in ASTM F2561-06 for air inversion installations. The quantity of resin used for the tube's impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances being made for polymerization shrinkage and the loss of any resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used in conjunction with a roller system to achieve a uniform distribution of the resin throughout the tube.
- C. The resin-impregnated tube shall be installed into the host pipe by methods approved by the manufacturer and proven through previous successful installations. The insertion method shall not cause abrasion or scuffing of the tube. Hydrostatic or air pressure shall be used to inflate the tube and mold it against the walls of the host pipe. There will be no use of sewage in place of clean water for insertion of the tube, or for the curing of the liner.
- D. The tube is to be installed at a rate sufficient to cause controlled installation of the tube into the conduit. The tube shall be installed in such a manner that no damage is done to the tube.
- E. Should there be any difference between the referenced requirements, the more stringent shall govern. Prior to construction, the contractor shall submit to the City such written information which shall include, but not be limited to, storage and handling of lateral liner before installation, preparing liner for installation, installing the liner in the sewer lateral, temperature and pressure requirements for inverting and setting the liner, curing and cool down procedures, end seals and service restore.
- F. The contractor shall have on hand at all times, for use by his personnel and the City, a digital thermometer or other means of accurately and quickly checking the temperature of exposed portions of the liner.

### 3.06 CURING

- A. After inversion is completed the Contractor shall supply suitable heat source and recirculation equipment. The equipment shall be capable of delivering heat throughout the section to uniformly raise the temperature above the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.
- B. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply. Thermocouples may be placed at the cleanout to

determine the liner temperature during cure. The water or air temperature in the pipe during the cure period shall be as recommended by the resin manufacturer.

- C. Initial cure shall be deemed to be completed when the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process, during which time the recirculation and cycling of the heat exchanger to maintain the temperature continues. The heat source shall be shut down during the post cure.
- D. Temperatures shall be monitored and recorded throughout the installation process to ensure that each phase of the process is achieved at the manufacturer's recommended temperature levels. Copies of these records shall be given to the City at the completion of each installation.

### 3.07 COOLDOWN

- A. Cool down may be accomplished by the introduction of cool water or air into the installation standpipe to replace the initial heating agent. The Contractor shall cool the hardened pipe to a temperature below 100° F before relieving the pressure in the pressure apparatus. A minimum period of post cure shall be maintained under a static head to provide a minimum hoop tension on the tube felt. Care shall be taken in the release of the static head so that a vacuum will not be developed.

### 3.08 FINISH

- A. The finished lining shall be continuous over the entire length of the lateral and be as free as commercially practical from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The lining shall be homogeneous, impervious, and free of any leakage from the surrounding ground to the inside of the lined pipe. The lateral CIPP shall not inhibit the post video televising of the mainline or the service lateral pipes.
- B. During the warranty period, any defects which will affect the integrity or strength of the liner, collect solids, or reduce hydraulic flow capabilities of the product shall be repaired at the Contractor's expense in a manner mutually agreed upon by the City and the Contractor.
- C. The liner shall be continuous and free of all visual and material defects except those resulting from pre-lined conditions (such conditions shall be brought to the attention of the City prior to lining). There shall be no damage, deflection, holes, delaminating, uncured resin or other visual defects in the liner. The liner surface shall be smooth and free of waviness throughout the pipe. No visible leakage through the liner or at manhole or service lateral connections will be allowed. Any defects located during the inspection shall be corrected by the contractor to conform to the requirements of the specifications and to the satisfaction of the City. The contractor

shall not reactivate any section of lined sewer pipe until authorized to do so by the City.

### 3.09 INTERFACE SEAL INSTALLATION (minimum 3 lf)

- A. The interface seal between the mainline and the lateral shall be installed by remote device from inside of the sewer main. The seal shall be properly expanded with air pressure to tightly fit the main and lateral pipe and interface.
- B. Seal installation shall be installed in strict accordance with the manufacturer's written specifications, recommendations and these specifications.
- C. The finished seal shall be continuous over the entire interface and be as free as commercially practical from visual defects such as foreign inclusions, dry spots and pinholes. The seal shall be homogeneous, impervious, and free of any leakage from the surrounding ground to the inside of the lined pipe. The interface seal shall not inhibit the post video televising of the mainline or the service lateral pipes.
- D. During the warranty period, any defects which will affect the integrity or strength of the seal, collect solids, or reduce hydraulic flow capabilities of the product shall be repaired at the Contractor's expense in a manner mutually agreed upon by the City and the Contractor.

### 3.10 CLEANUP

- A. After the installation work has been completed and all testing acceptable, the Contractor shall cleanup the entire project area. The Contractor shall dispose of all excess material and debris not incorporated into the permanent installation. The work area shall be left in a condition equal to or better than prior condition.

### 3.11 WARRANTY

- A. The Contractor shall guarantee his work for a warranty period of five (5) years from the date of acceptance. If, at any time during the warranty period, any leakage, cracking, loss of bond, or other discontinuity is identified, the Contractor shall make repairs acceptable and at no additional cost to the City.
- B. The City shall conduct the warranty television inspection within one year after the date of acceptance. Any defective sections of liner located during the inspection shall be promptly repaired or replaced by the Contractor as directed by the City. In the event that a lateral liner or interface seal is found to be leaking during the inspection, the contractor shall be required to promptly replace it with a new section of pipe or liner or, if approved by the City, to eliminate the leak(s) by other means of repair.

END OF SECTION