



# VILLAGE OF KEY BISCAYNE

Office of the Village Manager

## *Village Council*

Robert L. Vernon, *Mayor*  
Jorge E. Mendia, *Vice Mayor*  
Michael Davey  
Enrique Garcia  
Steve Liedman  
Thomas Thornton  
Patricia Weinman

## *Village Manager*

Jacqueline R. Menendez

DATE: May 8, 2007

TO: Honorable Mayor and Members of the Village Council

FROM: Jacqueline R. Menéndez, Village Manager 

RE: Zone 1 and Zone 4 Water Main Replacement, Sanitary Sewer System and MDWASD Pump Station 131 Upgrade Project

## RECOMMENDATION

It is recommended that the Village Council award the Bid submitted by Metro Equipment, Inc. in the amount of \$5,998,658.00 dollars for the Zone 1 and Zone 4 Water Main Replacement, Sanitary Sewer System and MDWASD Pump Station 131 Upgrade Project, as per attached C3TS analysis.

## BACKGROUND

On April 2, 2007, a mandatory pre-bid conference was held. Sealed bids were delivered to the Village Clerk on April 16<sup>th</sup>. The awarded party will be responsible for all labor, material, equipment, and incidentals necessary for the construction of the contract items indicated by the Proposal. The funding for this project was approved on June 27, 2006 as per the Capital Project Authorizing Ordinance No. 2006-6.

The Zone 1 and Zone 4 Water Main Replacement, Sanitary Sewer System and MDWASD Pump Station 131 Upgrade Project consists of:

- Furnish and Install all Gravity and Force Main Sewers
- Furnish and Install Sanitary Sewer Manholes, Sewer Laterals and Water Mains
- Furnish and Install Water Services Laterals and Reconnect to Water Meters
- Remove Existing Piping and Reconnect Water Hydrants
- Remove Existing Pump Station and Furnish and Install New Pump Station 131
- Overlay All Asphalt Roadways within Project Limits
- Asphalt/Concrete/Brick Driveway/Road Restoration
- Landscape/Sod Restoration
- Utility Conflicts and Police Dept. Assistance
- Maintenance of Transit

It is estimated the duration of this project shall be for 300 calendar days from date of commencement.

**RESOLUTION NO. 2007-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING AND AWARDED CONSTRUCTION CONTRACT BETWEEN THE VILLAGE AND METRO EQUIPMENT SERVICE, INC. (THE “CONTRACTOR”) TO PROVIDE FOR THE CONSTRUCTION OF VILLAGE OF KEY BISCAYNE ZONE 1 AND ZONE 4 WATER MAIN REPLACEMENT, SANITARY SEWER SYSTEM, AND MDWASD PUMP STATION 131 UPGRADE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR EFFECTIVE DATE.**

**WHEREAS**, pursuant to public bidding process, the Village of Key Biscayne (the “Village”) has sought bids for the construction of zone 1 and zone 4 water main replacement, sanitary sewer system and MDWASD pump station 131 upgrade (the “Project”); and

**WHEREAS**, the Village Manager has caused the four bids which were submitted for the Project to be reviewed for the Village by the firm of Corzo Castella Carballo Thompson Salman, P.A. (“C3TS”); and

**WHEREAS**, C3TS has reviewed the bids and has recommended that the Project be awarded to the lowest, responsible, responsive bidder, to wit: Metro Equipment Services, Inc. (the “Contractor”) in the amount of Five Million, Nine Hundred Ninety-Eight Thousand, Six Hundred Fifty-Eight (\$5,998,658.00) Dollars; and

**WHEREAS**, the Village Council finds that the Project has previously been authorized by Capital Project authorizing Ordinance No. 2006-6; and

**WHEREAS**, the Village Council finds that it is in the best interest of the Village to proceed as indicated in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

**Section 2. Agreement Approved, Specification of Funds, Conditions.**

A. **Agreement Approved.** That the Contract for Construction (the “Agreement”), in substantially the form attached hereto, between the Contractor and the Village for construction of the Project is hereby approved, and the Village Manager is hereby authorized to execute the Agreement on behalf of the Village, once approved as to form and legal sufficiency by the Village Attorney, and subject to the provisions and conditions of this Resolution.

B. **Funding Source.** That funding for the Project shall be provided in accordance with the Village Manager’s memorandum which accompanies this Resolution, in an amount which shall not exceed the construction contract cost amount which is expressly set forth in the above stated recitals.

C. **Conditions.** That the Agreement shall be subject to the condition precedent that Village funds are available and budgeted for the accomplishment of the work for this Project. Further, the Agreement shall be subject to the conditions which have been incorporated into the Agreement, including, but not limited to, the right reserved by Village in Section 1.01(A) of the Agreement to expand the work of the Project to include the installation of reuse water distribution lines within and around zone 1, and the conditions which are set forth in Section 1.12.2 (B) and (C) of the Agreement.

**Section 3. Implementation.** That the Village Manager is hereby authorized to take any and all action which is necessary to implement the purposes of this Resolution and the

Agreement.

**Section 4.** **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 15th day of May, 2007.

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MAYOR ROBERT L. VERNON

ATTEST:

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CONCHITA H. ALVAREZ, CMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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VILLAGE ATTORNEY

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**SECTION 00500**

**CONTRACT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, A.D., by and between the Village of Key Biscayne, party of the first part (hereinafter sometimes called the "OWNER"), and \_\_\_\_\_, party of the second part (hereinafter sometimes called the "CONTRACTOR").

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

1.01 SCOPE OF THE WORK

- A. The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the Work shown on the Drawings and described in the Specifications entitled:

**The Village of Key Biscayne  
Zone 1 and Zone 4 Water Main Replacement, Sanitary Sewer System  
and MDWASD Pump Station 131 Upgrade**

as prepared by Post, Buckley, Schuh & Jernigan, Inc., acting as, and in the Contract Documents entitled the ENGINEER, and shall do everything required by this Contract and the other Contract Documents.

The work includes the construction of sanitary sewers, manholes, existing pump station wet well modifications, lateral connections, fire hydrants, water main replacement including valves and appurtenances, and roadway/right-of-way restoration, and other related work as shown on the plans. After award of this Zone 1 and Zone 4 contract, the Village of Key Biscayne reserves the right to expand the project Work to include the installation of reuse water distribution lines within and around Zone 1.

1.02 THE CONTRACT SUM

- A. The OWNER shall pay to the CONTRACTOR for the faithful performance of the Contract, in lawful money of the United States, and subject to addition and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the OWNER by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract (obtained from either the lump sum price, the application of unit prices to the quantities shown in the Proposal, or the combination of both) being the sum of \_\_\_\_\_.

1.03 COMMENCEMENT AND COMPLETION OF WORK

- A. The CONTRACTOR shall commence Work and the Contract Time will commence to run on the date fixed in the Notice to Proceed.

- B. The CONTRACTOR shall prosecute the Work with faithfulness and diligence and shall substantially complete the Work not later than three-hundred (300) calendar days after the commencement date as fixed in the Notice to Proceed. The Work shall be completed within sixty (60) calendar days from the date certified by ENGINEER as the date of Substantial Completion.

#### 1.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The CONTRACTOR hereby agrees that, by virtue of submitting a completed Proposal including his declarations therein of full satisfaction, knowledge and understanding of the Contract Documents, site conditions (surface and subsurface) and all other conditions affecting the Work, he assumes full responsibility for performance of the Work as required under this Contract. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the OWNER than against the CONTRACTOR and his Surety.
- B. It is understood and agreed that the passing, approval and/or acceptance of any part of the Work or material by the OWNER, ENGINEER, or by any agent or representative, as being in compliance with the terms of this Contract and/or of the Contract Documents, shall not operate as a waiver by the OWNER of strict compliance with the terms of this Contract, and/or the Contract Documents covering said work; and the OWNER may require the CONTRACTOR and/or his surety to repair, replace, restore and/or make to comply strictly and in all things with this Contract and the Contract Documents any and all of said Work and/or materials which within a period of one year from and after the date of the acceptance of any such Work or material, are found to be defective or to fail in any way to comply with this Contract or with the Contract Documents. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. The CONTRACTOR shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the CONTRACTOR and/or his Surety, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the OWNER, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the CONTRACTOR and/or his surety, who shall in any event be jointly and severally liable to the OWNER for all damage, loss and expense caused to the OWNER by reason of the CONTRACTOR's breach of this Contract and/or his failure to comply strictly and in all things with this Contract.

#### 1.05 LIQUIDATED DAMAGES

- A. It is mutually agreed that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR, and the OWNER will retain the amount of Two Thousand Dollars (\$2,000.00) per calendar day until substantial completion, as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof. After substantial completion, should CONTRACTOR fail to complete the remaining work within the time specified in Section 1.03 above, the OWNER will retain the sum of One Thousand Dollars (\$1,000.00) per calendar day until completion. These amounts shall represent the actual damages which the OWNER will have sustained by failure of the CONTRACTOR to complete the work within the specified time; it being further agreed that said sum is not penalty, but is the stipulated amount of damages sustained by the OWNER in the event of such default by the CONTRACTOR.

- B. For the purposes of this Article, the day of final acceptance of the work shall be considered a day of delay, and the scheduled day of completion of the work shall be considered a day scheduled for production.

#### 1.06 REIMBURSEMENT OF ENGINEERING EXPENSES

- A. Should the completion of the Contract be delayed beyond the specified or adjusted time limit, Contractor shall reimburse Owner for all expenses of engineering and inspection incurred by Owner during the period between said specified or adjusted time and the actual date of substantial completion. All such expenses for engineering and inspection incurred by owner will be charged to Contractor and be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineers charges associated with the construction contract project management, including resident project representative costs. These expenses are not included in the daily rate for liquidated damages as defined in Article 1.05 of this Contract. These are additional expenses to be paid whether or not the liquidated damages are assessed.

#### 1.07 PARTIAL AND FINAL PAYMENTS

- A. In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the OWNER shall pay the CONTRACTOR as follows:
  - 1. Within 30 days after receipt by the OWNER of the CONTRACTOR's request for partial payment, the OWNER shall make partial payments to the CONTRACTOR, on the basis of the estimate of Work as approved by the ENGINEER, for work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate which is to be retained by the OWNER until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the OWNER.
  - 2. Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required in the specifications have been furnished and are found acceptable by the OWNER, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all Work covered by this Agreement and acceptance of such work by the OWNER.

#### 1.08 ADDITIONAL BOND

- A. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Performance and Payment Bonds hereto attached for its faithful performance, the OWNER shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the Work, the CONTRACTOR shall, at his expense, and within three (3) days after the receipt of Notice from the OWNER to do so, furnish an additional bond or bonds, in such form and amount, and with such sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in the manner and form satisfactory to the OWNER.

#### 1.09 CONTRACT DOCUMENTS

- A. The Contract Documents which comprise the entire agreement between the Village and the Contractor concerning the Work consist of this Contract for Construction, the Drawings, Plans and Specifications, the Invitation for Bids, the Addenda, the Bid, Instructions to Bidders, the General and Supplementary Conditions, FDEP Supplementary Conditions (Construction), the Performance Bond and Payment Bond, Insurance Certificates, the Notice of Award, the Notice to Proceed, any Change Orders and any other Contract Documents, not specifically listed herein which shall be considered incorporated into and made a part of this Contract by this reference and shall govern this Project. Contractor is reminded and hereby recognizes that all Work under this contract must comply with applicable federal regulations. Any mandatory clauses which are required by such federal regulations shall be deemed to be incorporated herein immediately upon Village's written request.
- B. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- C. The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other Projects without the Village's prior written authorization.

#### 1.10 WAIVER OF JURY TRIAL

Village and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract for Construction, arising out of, under, or in connection with the Construction of the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

#### 1.11 ASSIGNMENT

Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

#### 1.12 MISCELLANEOUS

##### 1.12.1 **Insurance Requirements:**

- A. Contractor shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by Village (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth in the Contract Documents.

##### 1.12.2 **Village's Right To Terminate Contract**

- A. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any

material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site and take the prosecution of the Work out of the hands of Contractor, and use any or all materials on the Project site which have been paid for by the Village, as may be suitable and acceptable and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Village the amount of said excess.

- B. Contractor agrees that in the event that a referendum or initiative measure is adopted at an election by the majority of the electors of the Village voting on such measure, which repeals the Village's \_\_\_\_\_, Zone 1 and Zone 4 Water Main Replacement, Sanitary Sewer System and MDWASD Pump Station 131 Upgrade Capital Project Authorizing Ordinance (Ordinance No. \_\_\_\_\_) or otherwise operates to prohibit the construction of the Project in accordance with the Plans; the Village Council shall have the authority, within thirty (30) days after any such event, to terminate the Contract by providing written notice of termination to the Contractor. In the event of such termination, the Village shall not be liable to Contractor for payment of any supplemental compensation, penalties, damages, loss of profits, termination fee or demobilization fee as a result of such termination, and the Contractor shall only be paid by the Village in accordance with the Contract, for the portion of the Work for the Project which has been performed by Contractor up to the time of notice of termination of the Contract. The Contractor shall be entitled to recover from the Village payment for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, and profit earned on the Project prior to the date of termination.
- C. In the event that a referendum or initiative measure is adopted at an election by the majority of the electors of the Village voting on such measure, which repeals the Village's \_\_\_\_\_, Zone 1 and Zone 4 Water Main Replacement, Sanitary Sewer System and MDWASD Pump Station 131 Upgrade Revenue Bond Loan Ordinance (Ordinance No. \_\_\_\_\_) or otherwise operates to prohibit the financing for the construction of the Project in accordance with the Plans; the Village Council shall have the authority, within thirty (30) days after any such event, to terminate the Contract by providing written notice of termination to the Contractor. In the event of such termination, the Village shall not be liable to Contractor for payment of any compensation, penalties, damages, loss of profits, termination fee or demobilization fee as a result of such termination, and the Contractor shall only be paid by the Village in accordance with the Contract, for the portion of the Work of the Project which has been performed by Contractor up to the time of notice of termination of the Contract. The Contractor shall be entitled to recover from the Village payment for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, and profit earned on the Project prior to the date of termination.

#### **1.12.3 Contractor to Check Plans, Specifications and Data**

Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Village's Project Engineer, and shall notify Village's Project Engineer in writing of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery and Village's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the Village's Project Engineer, will be done at the Contractor's sole risk.

1.12.4 **Contractor's Responsibility for Damages and Accidents**

- A. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village, and shall promptly repair any damage done from any cause.
- B. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.

1.12.5 **Defective Work/Guarantee**

- A. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.
- B. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Village's Project Consultant, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.
- C. The Contractor shall unconditionally guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of substantial completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.
- D. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

1.12.6 **Legal Restrictions and Traffic Provisions**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, except as provided for in the Contract Documents, without the written consent of the proper authorities.

1.12.7 **Examination and retention of Contractor's Records**

- A. The Village or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- B. The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as subparagraph 1.12.7.A above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- C. The right to access and examination of records in subparagraph 1.12.7.A shall continue until disposition of any mediation, claims, litigation or appeals.

1.12.8 **No Damages for Delay**

No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of Article 12 of the General Conditions, the Contractor shall be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven days written notice to the Village.

1.12.9 **Public Entity Crimes Affidavit**

Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

1.12.10 **Indemnification**

Contractor shall indemnify and hold harmless Village, Village's officers and employees and Village's Project Engineer and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Agreement.

1.12.11 **Capitalized Terms**

Capitalized terms shall have their plain meaning as indicated herein.

1.12.12 **Independent Contractor**

The Contractor is an independent contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

1.12.13 **Payment to Sub-contractors**

**Certification of Payment to Subcontractors:** The term "subcontractor", as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Village made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Village will make a further progress (partial) payment.

The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Village. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Contractor shall provide this certification in the form designated by the Village.

The Village will not make any progress payments after the initial partial payment until the Contractor completes the Equal Opportunity monthly report, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Village and the affected subcontractors and suppliers.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Village will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes such notice to affected subcontractors and suppliers within said 30-day period.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: VILLAGE OF KEY BISCAYNE, FLORIDA, signing by and through its Village Manager authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_ 2007, and \_\_\_\_\_ signing by and through \_\_\_\_\_, duly authorized to execute same.

ATTEST:

VILLAGE OF KEY BISCAYNE, FLORIDA

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village Manager

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
VILLAGE ATTORNEY

This \_\_\_\_ day of \_\_\_\_\_, 2007.

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION  
FORMAT AS APPLICABLE

CONTRACTOR

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Secretary)

By: \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_

(Type Name/Title signed above)

This \_\_\_\_ day of \_\_\_\_\_, 2007.





Engineers  
Architects  
Planners

April 30, 2007

Village of Key Biscayne  
88 W. McIntyre Street  
Key Biscayne, Florida 33149

**Attention: Jacqueline Menendez**  
Village Manager

**Reference: Zone 1 and Zone 4 Water Main Replacement, Sanitary Sewer System  
And MDWASD Pump Station 131 Upgrade  
C3TS Project No. 1108-17**

Dear Ms. Menendez:

We have reviewed the four bids submitted for the above referenced project. All bids were responsive and were accompanied by proper bid bonds and addenda acknowledgement. We checked references for contractor performance on past and current projects, evaluated their subcontractors, their financial strength and their licenses and registrations.

We also met last week with the apparent low bidder to discuss his bid, to clarify the project scope, and to answer questions and concerns he had (see attached minutes). In our opinion, the apparent low bidder has a good understanding of the work, the project conditions and the plans and specifications.

Based on our findings, it is our opinion that the four contractors are qualified and capable of performing the work. Therefore, we recommend that the project be awarded to the lowest responsible responsive bidder, Metro Equipment Service, Inc., in the amount of \$5,998,658.00.

Sincerely,

Corzo Castella Carballo Thompson Salzman, P.A.

Ramon Castella, P.E.  
Principal

RC/er

Enclosure

Cc: Armando Nuñez, Village Public Works  
Jose Lopez, P.E., Village Project Representative  
Trish Carney, P.E., PBSJ

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EB0005022  
AAC002142



**C3TS**

**Engineers · Architects · Planners**

901 Ponce de Leon Boulevard, Suite 900 · Coral Gables, Florida 33134  
Telephone No. 305.445.2900 · Facsimile 305.445.3366

**CONSTRUCTION PROJECT SCOPE CLARIFICATION**  
**MINUTES OF MEETING**

**DATE:** April 23, 2007

**PROJECT:** Zone 1 and Zone 4 Water Main Replacement, Sanitary Sewer System Project  
C3TS project No.: 01108-017

**SUBJECT:** Construction Project Scope Clarification Meeting

**OWNER:** Village of Key Biscayne

**Design Engineer:** Post, Buckley, Schuch & Jernigan

**Construction Administrators:** Corzo Castella Carballo Thompson Salman, P.A.

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**ITEMS:**

**1) CONTRACTOR'S REPRESENTATIVES:**

Jorge L. Godoy	Metro Equipment Services
Jorge Valdes	Metro Equipment Services
	Off: 305-598-7741 Cell: 786-367-0045

**2) OWNER'S REPRESENTATIVES:**

Armando Nuñez, Village of Key Biscayne	Director of Public Works
Jose G. Lopez	Owner Project Representative

**3) ENGINEER'S REPRESENTATIVES:**

Trish Carney, PE, PBS&J	Engineer of Record
Alessandra Delfico, PE, PBS&J	Senior Engineer II
Ramon Castella, PE, C3TS	Project Administrator
Rodney Carrero-Santana, PE, C3TS	Dir. Construction Services

**4) PROJECT SCOPE:**

The work includes the construction of sanitary sewers, manholes, existing pump station upgrades and modifications, lateral connections, fire hydrants, water main replacement including valves and appurtenances, and roadway/right-of-way restoration, and other related work as shown on the plans. After award of the Zone 1 and Zone 4 contract, this project may be expanded by the Village to include the installation of reuse water distribution lines within and around Zone 1.

**5) QUESTIONS AND ANSWERS:**

The contractor requested the meeting to discuss and clarify several concerns that he had. These were:

- a. The contractor was concerned about the ability to re-use the excavated trench materials. The contractor was informed that the geotechnical information provided in the bid was generally representative of the areas, but should not be relied on exclusively, and that should he encounter unsuitable soils during the excavation process the soils needed to be replaced with suitable backfill as required in the construction documents. All other suitable excavated materials may be used as trench backfill.
- b. The contractor was investigating dewatering conditions for this project. The contractor was informed that his concern was a means and methods issue but, previous contractors in the Village have used the well point dewatering system with success. He was also informed that diving the pipe would be acceptable as long as the proper precautions are taken. Again, this was clarified as a means and methods issue but the Village is willing to cooperate with the contractor as needed.
- c. The contractor inquired if there was any way he could eliminate the sanitary conflict structures in Zone 4 where the sewer pipe is in conflict with drainage. He was informed that these structures were needed as a result of MDWASD requirements for sanitary sewer connection invert elevation into the pump station wet well, and they could not be eliminated.
- d. The contractor asked if shop drawings could be submitted for review prior to contract execution. He was informed that yes, he can submit immediately in order to expedite the project.
- e. Contractor inquired about the acceptability of shifting certain utilities in certain areas to avoid impacts on landscaping and driveways in the swale areas. He was informed that, as long as required pipe separation criteria were met (see attached), the Village would be agreeable to reviewing any proposed changes.
- f. Contractor inquired about the availability of 3 phase 480 volt power at the pump station 131 location. He was informed that he should assume that FPL will bring the power to the pump station immediate vicinity.
- g. Contractor inquired about available staging areas. He was informed that, apart from the staging allowed in right-of-way per project specifications, he may seek, at his expense, accommodation on private property to provide extra area.
- h. Contractor was concerned about maintaining access to homes in Harbor Point, and suggested various methods to do so. Village is open to suggestions and will help coordinate with residents.

**END OF MINUTES**

RC/er

## DERM NOTES ON WATER-SEWER INSTALLATION

1. A horizontal distance of at least 6 feet, and preferably 10 feet (outside to outside), shall be maintained between gravity or pressure sewer pipes and water pipes. The minimum horizontal separation can be reduced to 3 feet for vacuum-type sewers or for gravity sewers where the top of the sewer pipe is at least 6 inches below the bottom of the water pipe. When the above specified horizontal distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if:
  - a- The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
  - b- The sewer is encased in a watertight carrier pipe or concrete.
  - c- The top of the sewer is at least 18 inches below the bottom of the water pipe.
2. A vertical distance of at least 12 inches (outside to outside) shall be maintained between any water and sewer mains with sewer pipes preferably crossing under water mains. The minimum vertical separation can be reduced to 6 inches for vacuum-type sewers or for gravity sewers where the sewer pipe is below the water main. The crossing shall be arranged so that all water main joints are at least 6 feet from all joints in gravity and pressure sewer pipes. The distance can be reduced to 3 feet for vacuum-type sewers. When the above specified vertical distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if:
  - a- The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
  - b- The sewer is encased in a watertight carrier pipe or concrete.
3. In highly congested areas, where either water or sewer facilities exist and the separation requirements cannot be met, special consideration may be given subject to submittal of documentation showing that the proposed alternative will result in an equivalent level of reliability and public health protection.
4. The maximum allowable exfiltration rate of gravity sanitary sewers constructed in a public wellfield protection area shall be fifty (50) gallons per inch pipe diameter per mile per day for residential land use and twenty (20) gallons per inch pipe diameter per mile per day for non-residential land use.
5. Force main sewers constructed in a public wellfield protection area shall be either Ductile Iron pipe and fittings (polyethylene lined) or Pre-stressed Reinforced Concrete Cylinder Pressure pipe and fittings (plastic lined 90° T.D.C. minimum). For the ductile iron pipe exfiltration rate shall not be greater than the allowable leakage rate specified in American Water Works Association Standard (AWWAS) C600-82 at a test pressure of 100 psi. For the reinforced concrete pipe exfiltration rate shall not be greater than half (1/2) the allowable leakage rate specified in AWWA C600-82 at a test pressure of 100 psi.
6. The contractor shall verify nature, depth, and character of existing underground utilities prior to start of construction.
7. All other public or private utility facilities shall be constructed at least 5 feet from any water and sewer main as measured from the outside bell of the water of the utility pipe.
8. When the 5 feet separation between proposed and existing line is not possible, the contractor shall hand dig or expose the water and sewer pipes before proceeding with power equipment excavation.
9. In no case shall a contractor install utility pipes, conduits, cables, etc. in the same trench parallel and above an existing water or sewer pipe except where they cross. Any deviation from notes 6, 7 and 8 shall be approved in writing by the responsible water and sewer utility.
10. A non-resettable elapsed time meter shall be installed at each pump to record the total number of operating hours of the station.

**Attachment B**

## BID TABULATION FORM

Village of Key Biscayne  
Zone 1 and Zone 4 (Phase II) Water and Sewer  
C3TS Project No. 1108-17  
April 2007

ITEM	DESCRIPTION	QUANTITY	UNIT	Metro Equipment		Giannetti		Globetec		Lanzo	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>Zone 1</b>											
1	Furnish and install 6-inch PVC, C-900 Sewer Laterals (Sewer Mains 0' - 7' deep)	882	L.F.	\$40.00	\$35,280.00	\$115.00	\$101,430.00	\$80.00	\$52,920.00	\$56.00	\$49,392.00
2	Furnish and install 6-inch PVC, C-900 Sewer Laterals (Sewer Mains 7' - 12' deep)	3,750	L.F.	\$46.00	\$172,500.00	\$125.00	\$468,750.00	\$80.00	\$225,000.00	\$56.00	\$210,000.00
3	Furnish and install 8-inch PVC, C-900 Sanitary Sewer (6' - 6' deep)	439	L.F.	\$45.00	\$19,755.00	\$93.00	\$40,827.00	\$80.00	\$35,120.00	\$176.00	\$77,264.00
4	Furnish and install 8-inch PVC, C-900 Sanitary Sewer (6' - 8' deep)	3,486	L.F.	\$52.00	\$181,272.00	\$100.00	\$348,600.00	\$90.00	\$313,740.00	\$176.00	\$613,536.00
5	Furnish and install 8-inch PVC, C-900 Sanitary Sewer (6' - 10' deep)	1,102	L.F.	\$55.00	\$60,610.00	\$110.00	\$121,220.00	\$150.00	\$165,300.00	\$176.00	\$193,952.00
6	Furnish and install 8-inch DIP, C-900 Sanitary Sewer (0' - 6' deep)	277	L.F.	\$71.00	\$19,667.00	\$115.00	\$31,855.00	\$120.00	\$33,240.00	\$200.00	\$55,400.00
7	Furnish and install 8-inch DIP, C-900 Sanitary Sewer (6' - 8' deep)	60	L.F.	\$76.00	\$4,560.00	\$120.00	\$7,200.00	\$140.00	\$8,400.00	\$200.00	\$12,000.00
8	Furnish and install 10-inch PVC, C-900 Sanitary Sewer (6' - 8' deep)	242	L.F.	\$60.00	\$14,520.00	\$115.00	\$27,830.00	\$100.00	\$24,200.00	\$213.00	\$51,546.00
9	Furnish and install 10-inch PVC, C-900 Sanitary Sewer (8' - 10' deep)	1,228	L.F.	\$80.00	\$98,240.00	\$96.00	\$117,888.00	\$160.00	\$196,480.00	\$213.00	\$261,564.00
10	Furnish and install 10-inch DIP, C-900 Sanitary Sewer (6' - 8' deep)	20	L.F.	\$110.00	\$2,200.00	\$130.00	\$2,600.00	\$140.00	\$2,800.00	\$213.00	\$4,260.00
11	Furnish and install 12-inch PVC, C-900 Sanitary Sewer (8' - 10' deep)	818	L.F.	\$89.00	\$72,802.00	\$118.00	\$96,524.00	\$190.00	\$155,420.00	\$265.00	\$216,770.00
12	Furnish and install 12-inch PVC, C-900 Sanitary Sewer (10' - 12' deep)	1,153	L.F.	\$100.00	\$115,300.00	\$140.00	\$161,420.00	\$290.00	\$334,370.00	\$265.00	\$305,545.00
13	Furnish and install Sanitary Sewer Manhole (0' - 6' deep)(4'-0" diameter)	4	EA.	\$2,500.00	\$10,000.00	\$2,800.00	\$11,200.00	\$6,000.00	\$24,000.00	\$4,000.00	\$16,000.00
14	Furnish and install Sanitary Sewer Manhole (6' - 8' deep)(4'-0" diameter)	23	EA.	\$4,000.00	\$92,000.00	\$3,300.00	\$75,900.00	\$7,000.00	\$161,000.00	\$5,000.00	\$115,000.00
15	Furnish and install Sanitary Sewer Manhole (8' - 10' deep)(4'-0" diameter)	11	EA.	\$4,700.00	\$51,700.00	\$4,100.00	\$45,100.00	\$8,000.00	\$88,000.00	\$5,600.00	\$61,600.00
16	Furnish and install Sanitary Sewer Manhole (10' - 12' deep)(4'-0" diameter)	5	EA.	\$5,500.00	\$27,500.00	\$5,000.00	\$25,000.00	\$10,000.00	\$50,000.00	\$7,300.00	\$36,500.00
17	Furnish and install Sanitary Sewer Conflict Manhole (6' - 8' deep)(4'-0" diameter)	2	EA.	\$6,000.00	\$12,000.00	\$6,500.00	\$13,000.00	\$10,000.00	\$20,000.00	\$6,200.00	\$12,400.00
18	Furnish and install Plugs	130	EA.	\$150.00	\$19,500.00	\$100.00	\$13,000.00	\$50.00	\$6,500.00	\$750.00	\$97,500.00
19	Remove Existing Lift Station and Furnish and install New Pump Station 131	1	L.S.	\$785,000.00	\$785,000.00	\$418,000.00	\$418,000.00	\$270,000.00	\$270,000.00	\$750,000.00	\$750,000.00
20	Core Drill Wet Well	1	L.S.	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
21	Overlay (1" S-3 Asphalt) All Asphalt Roadways within Project Limits	1	L.S.	\$210,000.00	\$210,000.00	\$125,000.00	\$125,000.00	\$250,000.00	\$250,000.00	\$220,000.00	\$220,000.00
22	Asphalt/Concrete/Brick Driveway/Road Restoration	1	L.S.	\$370,000.00	\$370,000.00	\$400,000.00	\$400,000.00	\$600,000.00	\$600,000.00	\$82,000.00	\$82,000.00
23	Landscaping/Sod Restoration	1	L.S.	\$30,000.00	\$30,000.00	\$419,000.00	\$419,000.00	\$5,000.00	\$5,000.00	\$43,000.00	\$43,000.00
24	Utility Conflicts and Police Dept. Assistance (Allowance)	1	L.S.	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00
25	Maintenance of Traffic	1	L.S.	\$105,000.00	\$105,000.00	\$55,000.00	\$55,000.00	\$300,000.00	\$300,000.00	\$340,000.00	\$340,000.00
<b>Subtotal Items</b>					\$2,600,000.00		\$1,813,000.00		\$4,005,450.00		\$3,921,720.00

ITEM	DESCRIPTION	QUANTITY	UNIT	Metro Equipment		Giannetti		Globetec		Lanzo	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
26	Furnish and Install 6-inch DIP Water Mains	98	L.F.	\$50.00	\$4,900.00	\$50.00	\$4,900.00	\$50.00	\$4,900.00	\$50.00	\$4,900.00
27	Furnish and Install 8-inch DIP Water Mains	9,198	L.F.	\$56.00	\$515,088.00	\$56.00	\$505,890.00	\$60.00	\$551,880.00	\$50.00	\$459,900.00
28	Furnish and Install 1" Copper Tubing Water Services Laterals	3,144	L.F.	\$40.00	\$125,760.00	\$45.00	\$141,480.00	\$40.00	\$125,760.00	\$30.00	\$94,320.00
29	Reconnect Water Meter	126	EA.	\$75.00	\$9,450.00	\$300.00	\$37,800.00	\$300.00	\$37,800.00	\$450.00	\$56,700.00
30	Reconnect Fire Hydrant	3	EA.	\$1,500.00	\$4,500.00	\$800.00	\$1,800.00	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00
31	Reconnect Fire Hydrant/Reconnect Water Service	3	EA.	\$4,000.00	\$12,000.00	\$700.00	\$2,100.00	\$2,000.00	\$6,000.00	\$6,500.00	\$19,500.00
32	Furnish and Install 8-inch Gate Valves	53	EA.	\$1,500.00	\$79,500.00	\$1,100.00	\$58,300.00	\$2,000.00	\$108,000.00	\$1,900.00	\$100,700.00
33	Furnish and Install (8"x6") Tees	5	EA.	\$800.00	\$3,000.00	\$300.00	\$1,500.00	\$500.00	\$2,500.00	\$560.00	\$2,800.00
34	Furnish and Install (8"x8") Tees	18	EA.	\$650.00	\$11,700.00	\$320.00	\$5,760.00	\$500.00	\$9,000.00	\$570.00	\$10,260.00
35	Furnish and Install (8" - 11.25") Bends	1	EA.	\$550.00	\$550.00	\$230.00	\$230.00	\$500.00	\$500.00	\$470.00	\$470.00
36	Furnish and Install (8" - 22.5") Bends	12	EA.	\$550.00	\$6,600.00	\$230.00	\$2,760.00	\$500.00	\$6,000.00	\$470.00	\$5,640.00
37	Furnish and Install (8" - 45") Bends	85	EA.	\$500.00	\$42,500.00	\$230.00	\$19,550.00	\$500.00	\$42,500.00	\$630.00	\$53,550.00
38	Furnish and Install (8" - 90") Bends	11	EA.	\$520.00	\$5,720.00	\$250.00	\$2,750.00	\$500.00	\$5,500.00	\$650.00	\$7,150.00
39	Furnish and Install (8"x6") Reducer	2	EA.	\$400.00	\$800.00	\$200.00	\$400.00	\$500.00	\$1,000.00	\$420.00	\$840.00
40	Furnish and Install Tapping Sleeves (8"x6") and Valves (8")	2	EA.	\$3,000.00	\$6,000.00	\$2,000.00	\$4,000.00	\$9,000.00	\$18,000.00	\$6,700.00	\$13,400.00
41	Furnish and Install Plugs	4	EA.	\$450.00	\$1,800.00	\$100.00	\$400.00	\$200.00	\$800.00	\$142.00	\$568.00
42	Furnish and Install Transition Couplings	4	EA.	\$500.00	\$2,000.00	\$150.00	\$600.00	\$500.00	\$2,000.00	\$120.00	\$480.00
43	Remove Existing Piping	434	L.F.	\$15.00	\$6,510.00	\$10.00	\$4,340.00	\$15.00	\$6,510.00	\$28.00	\$12,152.00
44	Overlay (1" S-3 Asphalt) All Asphalt Roadways within Project Limits	1	L.S.	\$40,000.00	\$40,000.00	\$1.00	\$1.00	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00
45	Asphalt/Concrete/Brick Driveway/Road Restoration	1	L.S.	\$220,000.00	\$220,000.00	\$260,000.00	\$260,000.00	\$600,000.00	\$600,000.00	\$117,000.00	\$117,000.00
46	Landscaping/Sod Restoration	1	L.S.	\$200,000.00	\$200,000.00	\$448,000.00	\$448,000.00	\$50,000.00	\$50,000.00	\$109,000.00	\$109,000.00
47	Utility Conflicts and Police Dept. Assistance (Allowance)	1	L.S.	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
48	Maintenance of Traffic	1	L.S.	\$55,000.00	\$55,000.00	\$45,000.00	\$45,000.00	\$170,000.00	\$170,000.00	\$70,000.00	\$70,000.00
				\$12,163,370.00	\$12,163,370.00	\$1,607,261.00	\$1,607,261.00	\$1,917,650.00	\$1,917,650.00	\$1,221,830.00	\$1,221,830.00
<b>SUBTOTAL (ZONES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48)</b>				\$12,163,370.00	\$12,163,370.00	\$1,607,261.00	\$1,607,261.00	\$1,917,650.00	\$1,917,650.00	\$1,221,830.00	\$1,221,830.00
<b>Zone 4 (Phase II)</b>											
49	Furnish and Install 6-inch PVC, C-900 Sewer Laterals (Sewer Mains 0' - 7' deep)	1,312	L.F.	\$40.00	\$52,480.00	\$145.00	\$190,240.00	\$60.00	\$78,720.00	\$60.00	\$65,600.00
50	Furnish and Install 6-inch PVC, C-900 Sewer Laterals (Sewer Mains 7' - 12' deep)	450	L.F.	\$46.00	\$20,700.00	\$155.00	\$69,750.00	\$60.00	\$27,000.00	\$50.00	\$22,500.00
51	Furnish and Install 8-inch PVC, C-900 Sewer Laterals (0' - 6' deep)	191	L.F.	\$45.00	\$8,595.00	\$93.00	\$17,763.00	\$80.00	\$15,280.00	\$150.00	\$28,650.00
52	Furnish and Install 8-inch DIP, C-900 Sewer Laterals (0' - 6' deep)	1,369	L.F.	\$71.00	\$97,199.00	\$118.00	\$161,542.00	\$120.00	\$164,280.00	\$212.00	\$290,228.00
53	Furnish and Install 8-inch DIP, C-900 Sewer Laterals (6' - 8' deep)	427	L.F.	\$76.00	\$32,452.00	\$125.00	\$53,375.00	\$140.00	\$59,780.00	\$212.00	\$90,524.00
54	Furnish and Install 10-inch PVC, C-900 Sewer Laterals (6' - 8' deep)	376	L.F.	\$60.00	\$22,560.00	\$104.00	\$39,104.00	\$100.00	\$37,600.00	\$240.00	\$90,240.00
55	Furnish and Install 10-inch Dip, C-900 Sewer Laterals (6' - 8' deep)	450	L.F.	\$82.00	\$36,900.00	\$115.00	\$51,750.00	\$150.00	\$67,500.00	\$250.00	\$112,500.00
56	Furnish and Install 10-inch Dip, C-900 Sewer Laterals (8' - 10' deep)	931	L.F.	\$89.00	\$82,859.00	\$146.00	\$135,926.00	\$200.00	\$186,200.00	\$250.00	\$232,750.00
57	Furnish and Install Sanitary Sewer Manhole (0' - 6' deep)(4'-0" diameter)	8	EA.	\$2,500.00	\$20,000.00	\$2,800.00	\$22,400.00	\$6,000.00	\$48,000.00	\$3,900.00	\$31,200.00
58	Furnish and Install Sanitary Sewer Manhole (6' - 8' deep)(4'-0" diameter)	6	EA.	\$4,000.00	\$24,000.00	\$3,300.00	\$19,800.00	\$7,000.00	\$42,000.00	\$4,500.00	\$27,000.00
59	Furnish and Install Sanitary Sewer Conflict Manhole (6' - 8' deep)(4'-0" diameter)	2	EA.	\$6,000.00	\$12,000.00	\$5,800.00	\$11,600.00	\$10,000.00	\$20,000.00	\$6,200.00	\$12,400.00
60	Furnish and Install Sanitary Sewer Conflict Manhole (8' - 10' deep)(4'-0" diameter)	11	EA.	\$6,500.00	\$71,500.00	\$6,800.00	\$72,600.00	\$12,000.00	\$132,000.00	\$5,000.00	\$55,000.00

ITEM	DESCRIPTION	QUANTITY	UNIT	Metro Equipment		Giannetti		Globetec		Lanzo	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
61	Furnish and Install Sanitary Sewer Conflict Manhole (8' - 10' deep)(9'x6' Rectangular)	1	EA.	\$9,000.00	\$9,000.00	\$7,100.00	\$7,100.00	\$13,000.00	\$13,000.00	\$12,500.00	\$12,500.00
62	Furnish and Install Sanitary Sewer Conflict Manhole (8' - 10' deep)(12.3'x6' Rectangular)	1	EA.	\$13,500.00	\$13,500.00	\$12,000.00	\$12,000.00	\$14,000.00	\$14,000.00	\$16,500.00	\$16,500.00
63	Furnish and Install Sanitary Sewer Conflict Manhole (8' - 10' deep)(12.83'x6' Rectangular)	1	EA.	\$13,000.00	\$13,000.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00	\$12,700.00	\$12,700.00
64	Furnish and Install Sanitary Sewer Conflict Manhole (10' - 12' deep)(12.15'x6' Rectangular)	1	EA.	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00	\$16,000.00	\$16,000.00	\$12,800.00	\$12,800.00
65	Furnish and Install Sanitary Sewer Conflict Manhole (10' - 12' deep)(10.56'x6' Rectangular)	1	EA.	\$13,000.00	\$13,000.00	\$12,000.00	\$12,000.00	\$17,000.00	\$17,000.00	\$13,000.00	\$13,000.00
66	Furnish and Install Plugs	57	EA.	\$150.00	\$8,550.00	\$100.00	\$5,700.00	\$50.00	\$2,850.00	\$750.00	\$42,750.00
67	Connect to Existing Pump Station	1	L.S.	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$14,000.00	\$14,000.00
68	Core Drill Wet Well	1	L.S.	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,100.00	\$2,100.00
69	Overlay (1" S-3 Asphalt) All Asphalt Roadways within Project Limits	1	L.S.	\$90,000.00	\$90,000.00	\$58,000.00	\$58,000.00	\$80,000.00	\$80,000.00	\$120,000.00	\$120,000.00
70	Asphalt/Concrete/Brick Driveway/Road Restoration	1	L.S.	\$185,000.00	\$185,000.00	\$138,000.00	\$138,000.00	\$150,000.00	\$150,000.00	\$17,000.00	\$17,000.00
71	Landscaping/Sod Restoration	1	L.S.	\$30,000.00	\$30,000.00	\$181,000.00	\$181,000.00	\$1,000.00	\$1,000.00	\$18,900.00	\$18,900.00
72	Utility Conflicts and Police Dept. Assistance (Allowance)	1	L.S.	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
73	Maintenance of Traffic	1	L.S.	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$172,000.00	\$172,000.00
<b>Subtotal Items 61-73</b>					\$1,007,295.00		\$1,404,850.00		\$1,809,210.00		\$3,578,842.00
74	Furnish and Install 6-Inch DIP Water Mains	24	L.F.	\$50.00	\$1,200.00	\$60.00	\$1,440.00	\$50.00	\$1,200.00	\$46.00	\$1,104.00
75	Furnish and Install 8-Inch DIP Water Mains	3,969	L.F.	\$56.00	\$222,264.00	\$65.00	\$257,985.00	\$60.00	\$238,140.00	\$50.00	\$198,450.00
76	Furnish and Install 1" Copper Tubing Water Services Laterals	936	L.F.	\$40.00	\$37,440.00	\$52.00	\$48,672.00	\$40.00	\$37,440.00	\$30.00	\$28,080.00
77	Reconnect Water Meter	39	EA.	\$75.00	\$2,925.00	\$300.00	\$11,700.00	\$1,000.00	\$39,000.00	\$460.00	\$17,940.00
78	Reconnect Fire Hydrant	1	EA.	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00
79	Reconnect Fire Hydrant/Reconnect Water Service	2	EA.	\$4,000.00	\$8,000.00	\$700.00	\$1,400.00	\$2,000.00	\$4,000.00	\$4,000.00	\$8,000.00
80	Furnish and Install 8-inch Gate Valves	14	EA.	\$1,500.00	\$21,000.00	\$1,100.00	\$15,400.00	\$2,000.00	\$28,000.00	\$1,800.00	\$25,200.00
81	Furnish and Install (8"x6") Tees	3	EA.	\$600.00	\$1,800.00	\$300.00	\$900.00	\$500.00	\$1,500.00	\$560.00	\$1,680.00
82	Furnish and Install (8"x8") Tees	4	EA.	\$650.00	\$2,600.00	\$320.00	\$1,280.00	\$500.00	\$2,000.00	\$580.00	\$2,320.00
83	Furnish and Install (6" - 90°) Bends	2	EA.	\$500.00	\$1,000.00	\$250.00	\$500.00	\$500.00	\$1,000.00	\$460.00	\$920.00
84	Furnish and Install (8" - 45°) Bends	10	EA.	\$500.00	\$5,000.00	\$230.00	\$2,300.00	\$500.00	\$5,000.00	\$530.00	\$5,300.00
85	Furnish and Install (8"x6") Reducer	2	EA.	\$400.00	\$800.00	\$200.00	\$400.00	\$500.00	\$1,000.00	\$410.00	\$820.00
86	Furnish and Install Tapping Sleeves (6"x6") and Valves (6")	3	EA.	\$2,500.00	\$7,500.00	\$4,300.00	\$12,900.00	\$6,000.00	\$18,000.00	\$5,100.00	\$15,300.00
87	Furnish and Install Tapping Sleeves (12"x8") and Valves (8")	4	EA.	\$4,500.00	\$18,000.00	\$5,500.00	\$22,000.00	\$10,000.00	\$40,000.00	\$6,400.00	\$25,600.00
88	Cut, Plug and Decommission Existing Water Mains	15	EA.	\$450.00	\$6,750.00	\$525.00	\$7,875.00	\$1,000.00	\$15,000.00	\$2,000.00	\$30,000.00
89	Remove Existing Piping	120	L.F.	\$15.00	\$1,800.00	\$10.00	\$1,200.00	\$15.00	\$1,800.00	\$30.00	\$3,600.00
90	Overlay (1" S-3 Asphalt) All Asphalt Roadways within Project Limits	1	L.S.	\$25,000.00	\$25,000.00	\$1.00	\$1.00	\$4,550.00	\$4,550.00	\$18,000.00	\$18,000.00
91	Asphalt/Concrete/Brick Driveway/Road Restoration	1	L.S.	\$115,000.00	\$115,000.00	\$15,000.00	\$15,000.00	\$150,000.00	\$150,000.00	\$72,000.00	\$72,000.00
92	Landscaping/Sod Restoration	1	L.S.	\$100,000.00	\$100,000.00	\$205,000.00	\$205,000.00	\$20,000.00	\$20,000.00	\$36,500.00	\$36,500.00
93	Utility Conflicts and Police Dept. Assistance (Allowance)	1	L.S.	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
94	Maintenance of Traffic	1	L.S.	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$70,000.00	\$70,000.00
<b>Subtotal Items 74-94</b>					\$679,578.00		\$706,553.00		\$694,680.00		\$624,514.00
<b>SUBTOTAL ITEMS 49 - 94 (ZONE 4 SEWER AND WATER)</b>					\$1,680,874.00		\$2,111,203.00		\$2,002,840.00		\$2,197,356.00
<b>CONTINGENCY</b>					\$300,000.00		\$300,000.00		\$300,000.00		\$300,000.00
<b>GRAND TOTAL</b>					\$1,980,874.00		\$2,411,203.00		\$2,302,840.00		\$2,497,356.00