INVITATION FOR BIDS #Y15-610-JS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

MASTER METER AND BACKFLOW ASSEMBLIES REHABILITATION

Sealed bid offers in an **original** and **three** (3) **copies** for furnishing the above will be accepted up to 2:00 PM (local time), Tuesday, May 26, 2015, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

http://apps.ocfl.net/orangebids/bidopen.asp

A Non-Mandatory Pre-Bid Conference will be held on May 12, 2015, 2:30PM, located at Orange County Utilities Support Operations building, 8100 Presidents Drive, Orlando, FL 32809. Attendance is not mandatory but is encouraged.

Johnny M. Richardson, CPPO, CFCM Manager, Procurement Division

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your pointof-contact for this solicitation is Jim Schell, Senior Purchasing Agent at Jim.Schell@ocfl.net.

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1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. Failure to comply with the preceding requirements shall result in the rejection of the bid.

Bids submitted by e-mail, telephone or fax shall not be accepted. An emailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division Internal Operations Centre II 400 E. South Street, 2nd Floor Orlando, FL 32801

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

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment. For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Jim.Schell@ocfl.net, no later than 5:00 PM, Wednesday, May 13, 2015 to the attention of Jim Schell, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

4. <u>ACCEPTANCE/REJECTION/CANCELLATION</u>

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid. Award will be made to the lowest responsive and responsible bidder as determined by the County. The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

5. <u>NO BID</u>

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

6. <u>CONFLICT OF INTEREST</u>

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

7. <u>LEGAL REQUIREMENTS</u>

All applicable Federal and State laws and County ordinances, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

8. <u>MISTAKES</u>

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.

Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

10. <u>EEO STATEMENT</u>

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

11. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <u>http://apps.ocfl.net/orangebids/bidresults/results.asp</u>, or upon notice of intended action, whichever is sooner.

12. BID FORMS

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

13. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in

said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

14. <u>RECIPROCAL PREFERENCE</u>

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Orange County Lobbyist Regulations General Information http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

• Orange County Protest Procedures

http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

16. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

17. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

18. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/ven dor_information/convicted_suspended_discriminatory_complaints_vendor _lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

19. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

20. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "<u>Schedule of Subcontractors Form</u>".

21. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

22. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code.** This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

23. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PROCUREMENT DIVISION

Internal Operations Centre II 400 E. South Street, 2nd Floor Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number
- B. Hour and Date of Opening
- C. Name of Bidder

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

24. <u>COPIES</u>

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

If a prospective bidder considers the scope of work/services contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division <u>prior</u> to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

26. ASSISTANCE WITH SCOPE OF WORK/SERVICES

Any prospective bidder who assisted the County in developing or writing the scope of work/services contained herein are requested to so note such on the bid response page.

27. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

28. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

29. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

30. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

32. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

33. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs

incurred in providing the services for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

34. <u>EMPLOYEES OF THE CONTRACTOR</u>

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

35. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property.

Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

36. <u>CONTRACT CLAIMS</u>

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final

decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

37. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

http://www.uscis.gov/portal/site/uscis.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

38. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

1. PRE-BID CONFERENCE

All interested parties are invited to attend a **Pre-Bid Conference** on Tuesday, **May 12, 2015, at 2:30PM, located at 8100 Presidents Drive, Orlando, FL 32809.**

At that time, the County's representative will be available to answer questions relative to this Invitation for Bids. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation for Bids.

2. INSPECTION OF FACILITIES/AREAS

It is the Bidder's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of the contract. The responsibility to inspect the worksite is the sole responsibility of the Bidder. Failure to visually inspect the facilities may be cause for disqualification of your bid. After contract award, no additional compensation shall be made as a result of differences between actual labor and materials required to complete the project and the contract amount.

3. QUALIFICATION OF BIDDERS

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with the bid:

- A. Documented practical experience and a successful history in the application of the specified products to surfaces of water supply and wastewater collection and treatment facilities. A minimum of three (3) references for similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners shall be submitted by completing the attached reference sheets.
- B. Submit certification credentials with bid that the Contractor's Project Superintendent/Project Manager shall be at minimum certified NACE Level 1 and be in good standing with NACE International and verifiable through the NACE.org certification search website.
- C. Submit proof with bid that all Contractor employees associated with this project shall have been employed by the Contractor for a period of not less than six (6) months.

Failure to submit the above requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

4. LICENSES AND PERMITS

Prior to furnishing the requested service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

5. <u>BID ACCEPTANCE PERIOD</u>

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

6. <u>AWARD</u>

Award shall be made on an "All-or-None Total Bid", or "All-or-None Total Estimated Bid" basis to the lowest responsive and responsible Bidder.

7. POST AWARD MEETING

Within ten (10) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

8. <u>PERFORMANCE</u>

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than thirty **(30)** calendar days from receipt of purchase order. Bids which fail to meet this requirement shall be rejected.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within five (5) calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

9. <u>COMPLETION</u>

The contractor shall complete performance under the contract within 365 days from initial performance.

10. LIQUIDATED DAMAGES

Should the Contractor fail to complete the required services within the time(s) specified in the contract, or within such additional time(s) as may be granted by Orange County, the County shall suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of \$50.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County shall sustain per diem by failure of the Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

11. TERMINATION

A. <u>Termination for Default:</u>

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

- 1. Provide services that comply with the scope of work/services herein or fails to meet the County's performance standards
- 2. Perform the services within the time specified in this contract or any extension.
- 3. Make progress so as to endanger performance of this contract
- 4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

- 1. Stop work on the date and to the extent specified.
- 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- 3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- 4. Continue and complete all parts of that work that have not been terminated.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. <u>Termination for Convenience:</u>

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for services rendered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. <u>A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.</u>

12. <u>COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH</u>

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

13. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

14. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

15. <u>PAYMENT</u>

Partial payments for the value of services rendered and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Utilities Department Field Services Division 8100 Presidents Drive, Suite D Orlando, FL 32809 Phone 407-836-6888

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

16. <u>REQUIRED REPORTS</u>

The Contractor shall supply a monthly report to the Orange County Utilities Field Services Division as to the quantities of each of the services rendered under this contract. Failure to supply said report shall be cause for termination of the contract.

17. DEBRIS

Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

18. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

http://www.orangecountyfl.net/VendorServices/OrangeCountySafety andHealthManual.aspx

19. INSURANCE REQUIREMENTS

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Contractor under this contract. Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Contractor shall require and ensure that each of its sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via <u>www.floir.com/companysearch/</u> and A.M. Best Ratings are available at <u>www.ambest.com</u>)

Required Coverage:

Commercial General Liability - The Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence.

Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents. Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
 Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability The Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and nonowned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

By entering into this contract Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Contractor shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Contractor shall notify the County not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners c/o Procurement Division 400 E. South Street, 2nd Floor Orlando, Florida 32801

20. PRICING

The County requires a firm price for the entire contract period, or as otherwise specified. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

21. <u>BID PREFERENCE</u>

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% Bids Up To \$100,000
- B. 7% Bids Greater Than \$100,000 to \$500,000
- C. 6% Bids Greater Than \$500,000 to \$750,000
- D. 5% Bids Greater Than \$750,000 to \$2,000,000
- E. 4% Bids Greater Than \$2,000,000 to \$5,000,000
- F. 3% Bids Greater Than \$5,000,000

In accordance with the Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% Bids Up To \$100,000
- B. 7% Bids Greater Than \$100,000 to \$500,000
- C. 6% Bids Greater Than \$500,000 to \$750,000
- D. 5% Bids Greater Than \$750,000 to \$2,000,000
- E. 4% Bids Greater Than \$2,000,000 to \$5,000,000
- F. 3% Bids Greater Than \$5,000,000

In the event of a tie between an M/WBE and an SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

22. CHANGES - SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal shall be required from the Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

23. ATTACHMENTS

The following attachment is attached to, and made a part of this Invitation for Bids:

A. Site Locations

24 <u>APPENDIX</u>

The following appendix is attached to, and made a part of this Invitation for Bids:

A. Site Maps

25. <u>REFERENCES</u>

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

26. VISUAL INSPECTION

Was Visual Inspection made, per Special Terms and Conditions #2? Yes ____ No ____

SCOPE OF SERVICES

PART 1 - GENERAL

- A. The scope of services includes surface preparation, coating systems and methods of application for high performance ferrous metal coatings. All Services shall be done in strict accordance with this specification, the Contract Documents, and the manufacturer's printed instructions.
- B. The Contractor shall provide all supervision, labor, tools, materials, equipment, maintenance of traffic, containment systems, scaffolding, other structures, incidentals and appurtenances required for mobilization, demobilization, storage, surface preparation, vegetation trimming and/or removal, dust containment, airborne debris control and other nuisance control, warranties, permits, sodding replacement, protection of the public and environment, application of products, and cleanup necessary to complete this Contract in its entirety. The Contactor shall provide maintenance of traffic (MOT) if public roads or public sidewalks are blocked due to the Work. The Contractor shall not enter or occupy private land outside of easements, except by written permission of the property owner with copies provided to the County. The Contractor shall replace all landscaping and / or sodding that is damaged, removed or disturbed due to the County.
- C. The Contractor shall paint all exposed miscellaneous metal, pipe, fittings, valves, hangers, straps, support, hardware, equipment, appurtenances, and all other work required to be painted unless otherwise specified. At no cost to the county, the Contractor shall paint all surfaces he affects or damages during his performance of the work, which may be exposed to view in the finished work including, but not limited to, metals, pipe, fittings, valves, equipment and all other existing items similar to proposed items specified for painting. Miscellaneous metal items (any metals that are not ductile iron/ferrous metals) to be painted shall be included in the work of this section.. Existing rust spots, weld slag, sharp edges, defects, etc. shall be removed by SSPC-SP11 power tool cleaning to bare metal.
- D. In general the following surfaces shall be painted:
 - 1. Pipe, fittings, flanges, appurtenances and other metal surfaces to 1 ft below grade. Pipe 1 ft below grade and within 6-inches above grade shall be considered immersion surface and coated with the immersion surface high performance coating system.
 - 2. Metal or Galvanized materials including, but not limited to: pipe straps, hangers, pipe support floor stands, bypass piping, nuts, bolts, hardware and tapping saddles. Pipe straps shall be removed and coated on both sides.
 - 3. Pipe Surfaces under pipe straps. Pipe straps shall be removed and pipe coated underneath pipe straps regardless if pipe straps are to be coated. No more than two-thirds of the total number of pipe straps shall be removed at any given time unless the pipe is supported in a cradle.

- 4. Incidentals within the limits of the project including but not limited to bollards, adjacent walkways, walls or supports containing graffiti.
- 5. Contractor shall provide new 1/2" neoprene that shall be placed at contact interfaces between materials including, but not limited to, pipe support floor stands, pipe straps, and access barriers. The Contractor shall remove and replace existing neoprene where exposed with new material. In situations where $\frac{1}{2}$ " neoprene is not sized properly for existing conditions, the County on a case by case basis may require a different thickness.
- E. The following surfaces or items are not generally required to be painted, unless noted otherwise. The Contractor shall properly protect these materials from surface preparation, coating application, or damage.
 - 1. Polished chrome, aluminum, nickel, stainless steel, brass, or bronze materials.
 - 2. Stainless steel finish hardware.
 - 3. Flexible couplings.
 - 4. Labels, signs or nameplates including but not limited to: UL, FM, equipment identification, performance rating, name and nomenclature plates shall not be coated.
 - 5. Aluminum handrails, walkways, window, louvers, and grating unless otherwise specified herein.

REFERENCES

- A. SSPC Society for Protective Coatings
- B. ASTM American Society of Testing Materials
- C. NACE National Association of Corrosion Engineers
- D. NSF National Sanitation Foundation (Standard 61)
- E. AWWA American Water Works Association

DEFINITIONS

- F. Field Coating is the coating of new or rebuilt items at the job site. Field coating shall be the responsibility of the Contractor.
- G. Shop Coating is the coating of new or rebuilt items in the shop prior to delivery to the jobsite.
- H. Exterior Outside, exposed to weather

- I. Interior Inside, not subject to immersion service
- J. Immersion service Material submerged or subject to splash or spray
- K. WFT Wet Film Thickness
- L. DFT Dry Film Thickness
- M. MDFT average minimum dry film thickness

SCARIFY – Roughen the entire existing coating surface by use of brush off blasting, hand tools, sanding, etc to provide an anchor profile for adhesion by new coating systems. The following referenced surface preparation specifications of the Joint Surface Preparation Standards from NACE International (NACE) and The Society for Protective Coatings (SSPC) shall form a part of this Specification:

- SSPC-SP1 Solvent Cleaning. Remove all grease, oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter, and contaminants, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning. Rags and solvents must be replenished frequently to avoid spreading the contaminant rather than removing it. Low-pressure (1500-4000 psi) high volume (3-5 gal/min) water washing with appropriate cleaning chemicals is a recognized "solvent cleaning" method. All surfaces shall be cleaned per this Specification prior to using hand tools or blast equipment and between each coating application.
- SSPC-SP5 White Metal Blasting (NACE-1). Complete removal of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and other foreign matter, leaving the surface a uniform gray-white color.
- 3. SSPC-SP6 Commercial Blast (NACE-3). Complete removal of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and other foreign matter, leaving only light shadows or discolorations from stains of rust, mill scale, or previous coating on 33% of the unit surface area. At least 66% of each unit surface area shall be free of all visible discoloration or staining.
- 4. SSPC-SP 7 Brush-Off Blast (NACE 4). Complete removal of oil, grease, dust, dirt, loose rust, loose mill scale, and loose coatings, leaving tightly adherent mill scale, rust and previous coating. Tightly adherent rust, mill scale or paint may remain providing that it cannot be removed by lifting with a dull putty knife.

- 5. SSPC-SP10 Near White Blast (NACE 2). Complete removal of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and other foreign matter, leaving only light shadows or discolorations from stains of rust, mill scale, or previous coating on 5% of the unit surface area. At least 95% of each unit surface area shall be free of all visible discoloration or staining.
- 6. SSPC-SP 11 Power Tool Cleaning to Bare Metal. Complete removal of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide, corrosion products, and other foreign matter and retain or produce a minimum 1.0 mil surface profile. Slight residues of rust and paint may be left in the lower portion of pits if the original surface is pitted.
- 7. SSPC-SP 12 Waterjetting (NACE-5). Surfaces preparation by ultra-high pressure water jetting discharged from a nozzle at pressures of 70 MPa (10,000 psig) or greater to prepare a surface for coating or inspection. The difference in degrees of surface cleanliness is defined by the amount of pressure as follows:
 - a. Low Pressure Water Cleaning (LP WC) Less than 34 MPa (5,000 psi)
 - b. High Pressure Water Cleaning (HP WC) 34 to70 MPa (5,000-10,000 psi)
 - c. High Pressure Water Jetting (HP WJ) 70 to 210 MPa (10,000-30,000 psi)
 - d. Ultra-High Pressure Water Jetting(UHP WJ) Above 210 MPa (30,000 psi)
 - e. WJ-1 Clean to Bare Substrate: Complete removal of all visible rust, dirt, previous coatings, mill scale, and foreign matter. Discoloration of the surface may be present.
 - f. WJ-2 Very Thorough or Substantial Cleaning: Complete removal of all visible oil, grease, dirt, and rust except for randomly dispersed stains of rust, tightly adherent thin coatings, and other tightly adherent foreign matter limited to a maximum of 5% of the surface.
 - g. WJ-3 Thorough Cleaning: A WJ-3 surface shall be cleaned to a matte (dull, mottled) finish is free of all visible oil, grease, dirt, and rust except for randomly dispersed stains of rust, tightly adherent thin coatings, and other tightly adherent foreign matter limited to a maximum of 33% of the surface.
 - h. WJ-4 Light Cleaning: A WJ-4 surface shall be cleaned to a finish which is free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating. Any residual material shall be tightly adherent.
- SSPC-SP13 Surface Preparation of Concrete (NACE-6). Complete removal of contaminants, laitance, form oils, dust, dirt, loosely adhering concrete, and previous coating.

- 9. Blasting, high-pressure water cleaning or waterjetting methods should be performed sufficiently close to the surface so as to open up surface voids, bug holes, air pockets, and other subsurface irregularities, but so as not to expose underlying aggregate.
- 10.SSPC-SP 14 Industrial Blast Cleaning (NACE-8). Complete removal of oil, grease, dust, dirt, loose rust, loose mill scale, and loose coatings, leaving tightly adherent mill scale, rust and previous coating evenly distributed on 10% of the unit surface area. Stains and discolorations may be present on 90% of the unit area. Tightly adherent rust, mill scale or paint cannot be removed by lifting with a dull putty knife.
- 11.SSPC-SP 15 Commercial Grade Power Tool Cleaning. Complete removal of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except random staining shall be limited to no more than 33 percent of each unit area of surface. Staining may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coating. Slight residues of rust and paint may also be left in the bottoms of pits if the original surface is pitted. (Equivalent standard as SSPC-SP6 Commercial Grade Blast Cleaning NACE-3).

SUBMITTALS

- A. The Contractor shall submit a minimum of six (6) sets of submittals, plus additional sets as required by his subcontractors, of each shop drawing submittal for review. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "Rejected" until properly resubmitted. The Contractor shall not begin any work covered by a shop drawing or submittal that has been returned for correction until a revision or correction thereof has been reviewed, acceptable and returned to the Contractor by the Owner. The Contractor shall be responsible for and bear all costs for damages, which may result from the ordering of any material or from proceeding with any part of the work prior to the review and acceptance by the Owner of the necessary shop drawing or submittal. All shop drawing submittals shall be accompanied with a transmittal letter providing the following information: Project Title and Contract Number, Date, Contractor's name and address and Notification of Deviations from Contract Documents.
- B. Submit to the Engineer as provided in the General Conditions and Division 1, shop drawings, manufacturer's specifications and data on the proposed paint systems and detailed surface preparation, warranty, application procedures and dry film thickness.
- C. Warranty for Fluoropolymer/Fluorourethane: The Contractor shall warrant through the Manufacturer that the coating system shall not: check, crack, blister or delaminate from the substrate; change color more than 12 MacAdam units as determined in accordance with ASTM D2244; exhibit loss of gloss in excess of 24 units as measured by a gloss meter in accordance with ASTM D523-8; or chalk in excess of a rating of 8 as measured in accordance with ASTM D4214, Method A.

- D. Warranty coverage shall be effective for a period of 15 years from Final Completion depending on color. The Contractor shall notify the Manufacturer prior to ordering materials and begin the warranty process prior to starting the work. The warranty information shall be provided to the County prior to ordering materials. Sample panels shall be obtained from the Manufacturer, and at least 2 sample panels shall be provided to the County in addition to the Manufacturers minimum requirements regarding the warranty process. The Contractor shall not be permitted to install the coating system until the Manufacturer has provided assurance that the color, substrate, surface preparation or existing conditions are in conformance with the Manufacturer's requirements for warranty.
- E. Within 30 days after the Notice to Proceed, Contractor/Applicator Details shall be submitted. The Contractor shall provide a list of equipment owned and maintained by the Contractor that will be utilized on the project. The Contractor shall provide their written QA/QC program.
- F. Schedule of Painting Operations: The Contractor shall submit for approval a complete Schedule of Painting Operations within 30 days after the Notice to Proceed. The Contractor shall properly notify and coordinate with the County for schedule updates and site activities. This Schedule shall include for each surface to be painted, the brand name, the volume of solids, the coverage, the number of coats and the surface preparation the Contractor proposes to use in order to achieve the specified dry film thickness. When the schedule has been approved, the Contractor shall apply all material in strict accordance with the approved Schedule and the manufacturer's instructions. Wet and dry paint film gauges shall be utilized by the Contractor and County to verify the proper application while the Work is in progress. The Contractor shall provide a complete sequence of work by activity and include the dates for the beginning and completion of each major element of work. The Contractor shall indicate the progress of site including each activity to date of submission and changes occurring since previous submission of schedule. Provide a narrative report as needed to define problem areas, anticipated delays, and the impact on the schedule; corrective action recommended and its effect.
- G. Protection and Containment Plan: The Contractor shall submit for approval the process, equipment, design, materials, requirements, disposal and methods to provide for protection of the environment, collection of abrasive blasting material, collection of existing coatings, protection of the public and protection for public access. The protection and containment plan shall include protection from blasting debris, paint chips, paint overspray from entering water bodies, common areas or leaving the immediate work zone.
- H. Maintenance of Traffic Plan (MOT): The Contractor shall prepare and submit a Traffic Control Plan to the Owner, and Orange County Public Works Department or Florida Department of Transportation for review and acceptance prior to commencing any work on the site as required. Before closing any thoroughfare, the Contractor shall provide variable message boards, give written notice to and, if necessary, obtain a permit or permits from the duly constituted public authority having jurisdiction over the thoroughfare.

The Contractor shall provide variable message boards and notice no less than 10 days prior to the operation and contact emergency services no less than 72 hours in advance of the time when it may be necessary to close public roads, or as may be otherwise provided in the acceptable Traffic Control Plan. The Contractor shall sequence and plan construction operations and shall generally conduct work in such a manner as not to unduly or unnecessarily restrict or impede existing normal traffic through the streets of the local community. The work shall not be performed in such a manner as to obstruct vehicular or pedestrian traffic. The traveled way of all sidewalks, streets, roads and alleys shall be kept clear and unobstructed insofar as is possible and shall not be used for the storage of construction materials, equipment or supplies. Traffic Control and flaggers shall be provided at the Contractor's expense by the Contractor's personnel or off-duty uniformed police officer, depending on and as required by the applicable traffic control requirements jurisdictional to the construction or road. The Traffic Control Plan shall detail procedures and protective measures proposed by the Contractor to provide protection and control of traffic affected by the work consistent with the following applicable standards:

- 1. Standard Specifications for Road and Bridge Construction, Latest Edition including all subsequent supplements issued by the Florida Department of Transportation (FDOT Spec.).
- 2. Manual of Traffic Control and Safe Practices for Street and Highway construction, Maintenance and Utility Operations, FDOT.
- 3. Right-of-Way Utilization Regulations, Orange County, Florida, latest edition.
- I. Test panels/samples: At the request of the County, samples of the finished work prepared in strict accordance with these Specifications shall be furnished, and all painting shall be equal in quality to the approved samples. Finished areas shall be adequate for the purpose of determining the quality of workmanship. Experimentation with color tints shall be furnished to the satisfaction of the County where standard chart colors are not satisfactory.
- J. Applications for Payment: Application for payments shall be submitted on forms provided by the County. Applications for payment and all supporting documentation shall be updated monthly include but not limited to the following: list of subcontractors and suppliers, schedule of values, estimated draw schedule, Contractors progress schedule, required record documents, required preconstruction photographs / video, partial and final waivers of claims and mechanics liens, Certificates of insurance and insurance policies., and construction narrative. Provide a minimum of four (4) copies of the partial pay application.
- K. Preconstruction Photographs. The Contractor shall take digital photographs or preconstruction video of existing conditions at each of the sites prior to performing any Work, including mobilization. Existing conditions at each site shall be fully documented, including the areas of properties adjacent to the Work, laydown areas and parking locations.

Special attention shall be made to show landscaping, adjacent features, concrete pads, pipe supports, existing paved areas, signs, pedestrian fences, guardrails, other facilities; etc. The Contractor shall video or photograph pre-construction conditions nor more than 45 days and no less than five days prior to the work.

- 1. Each digital photograph shall be date and time stamped and in JPEG format.
- 2. Digital files of photographs shall be grouped into electronic file folders by site and provided to the County prior to starting work at each site.
- 3. Digital video shall be HD quality and include table of contents for each site with time stamps and submitted via DVD or other physical media.
- L. Equivalent materials of other manufacturers may be substituted on approval of the Engineer. Substitutions that decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be approved. Prime and finish coats of all surfaces shall be furnished by the same manufacturer. Requests for substitution shall include Manufacturer's literature for each product giving the name, generic type, descriptive information, evidence of satisfactory past performance, and an independent laboratory certification that their product meets the performance criteria of the specified materials including but not limited to the following:
 - 1. Abrasion Fed. Test Method Std. No. 141, Method 6192, CS-17 Wheel, 1,000 grams load
 - 2. Adhesion Elcometer Adhesion Tester
 - 3. Exterior Exposure Exposed at 45 degrees facing the ocean (South Florida Marine Exposure)
 - 4. Hardness ASTM D3363-74
 - 5. Humidity ASTM D2247-68
 - 6. Salt Spray (Fog) ASTM B117-73

QUALITY ASSURANCE

- A. Manufacturer's Qualifications
 - All paints and/or coatings applied in the performance of the work shall be supplied by one paint supplier and be the product of one manufacturer; unless the County specifies or accepts a specialty paint not available from that manufacturer.
 - 2. The paint manufacturer shall have supplied paint for water and wastewater facilities for a minimum of ten (10) years, and products supplied shall be contained within the manufacturer's standard water and wastewater brochure.

- 3. When the manufacturer's minimum recommendations exceed the specified requirements, Contractor shall comply with the manufacturer's minimum recommendations.
- B. Safety and Health Requirements.
 - In accordance with the requirements of the OSHA Regulations for Construction, the Contractor shall provide and require the use of personal protective and lifesaving equipment for all persons working in or about the Project including, but not limited to, head and face protection, fall protection, safety harnesses and respiratory devices. Applicable health and safety precautions required by appropriate regulatory agencies such as OSHA, ANSI, etc., shall be followed.
 - 2. Ventilation: Ventilation shall be adequate to reduce the concentration of air contaminants to the degree that a hazard to workers does not exist.
 - 3. Sound Levels: Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices.
 - 4. Illumination: Adequate illumination shall be provided while work is in progress. Whenever required by the County, the Contractor shall provide additional illumination and necessary support sufficient to cover all areas to be checked. The level of illumination required for observation purposes will be determined by the County.
 - 5. Temporary Ladders and Scaffolding: All temporary ladders and scaffolding shall conform to the applicable requirements of the OSHA Regulations for Construction. The Contractor shall provide access to the County for all areas of work during each phase of construction.
 - 6. Safety of Public. Provide scaffolding, signage, temporary pedestrian access and barricades as required to protect the public from the work area. Areas to be closed off require public notice. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, littering of adjacent lands, or excessive noise, dust or airborne debris. The Contractor shall not make any claim for time lost due to work stoppage resulting from the creation of a public nuisance.
- C. Pre-Job Meeting
 - A pre-job meeting shall be held prior to the commencement of the work, prior to significant phases or per specific site location if the work is not contiguous. Attendance shall include the County, Engineer, Contractor, and Painters Site Supervisor. The meeting will address site specific issues including but not limited to: schedule, access to the site, safety requirements, surface preparation, and application, coating systems, inspection, quality control, MOT, protection of the public and protection of the environment as covered in the specifications.

- 2. Copies of all manufacturer's instructions and recommendations shall be furnished to the County and Engineer by the Contractor prior to the meeting.
- 3. It shall be the responsibility of the Coating Manufacturer to have their factory representative meet in person with the Contractor and Engineer a minimum of three times during the job as a consultant on surface preparation, mil thickness of coating and proper application of coating unless meeting is determined to be unnecessary by the Engineer.
- D. Surface Preparation
 - Visual Standard SSPC-VIS-1 (Swedish SIS OS 5900), "Pictorial Surface Preparation Standards for Painting Steel Surfaces" and The National Association of Corrosion Engineers, "Blasting Cleaning Visual Standards" (TM-01-70 and TM-01-75) shall be the standards used to evaluate proper surface preparation.
 - 2. To facilitate inspection, the Contractor shall on the first day of blasting operations, blast metal panels (12" x 12" x 1/4") to the degree called for in the Specifications and as noted above. Once a sample panel has been approved, it shall establish the quality of all subsequent work by reference. The sample shall then be stored in a dry, sealed plastic container on the job site. Sample panels shall be prepared and approved for each type of sandblasting specified and maintained and utilized by the County throughout the duration of sandblasting operations as reference standards of quality. Coatings shall be applied only at temperatures and conditions recommended by the paint manufacturer.
- E. Inspection Devices:
 - The Contractor shall utilize, until final acceptance of the work, inspection devices in good working condition for the detection of holidays, environmental conditions, and measurements of wet and dry-film thicknesses of protective coatings. Inspection devices shall be operated in strict accordance with the manufacturer's printed instructions and applicable SSPC and NACE standards and guidelines.
 - 2. Thickness and Holiday Checking: Thickness of coatings shall be checked with a nondestructive, magnetic type thickness gauge. Coating integrity of coated surfaces shall be tested with an approved holiday detection unit per the paint manufacturer's recommendation. All pinholes shall be marked, repaired in accordance with the paint manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating. In cases of dispute concerning film thickness or holidays, the Contractor shall abide by the County's determination unless independent tests are performed by a certified lab at the Contractor's expense. Field measurements of film thickness shall not exceed the requirements of SSPC-PA 2 Measurement of Dry Coating Thickness with Magnetic Gages. Discrepancies shall be measured and verified with a micrometer or Tooke gauge if no other option is available.

PRODUCT DELIVERY STORAGE AND HANDLING

- A. Delivery: All materials shall be delivered to the job in undamaged, original packages with seals unbroken and in legible, labeled containers. Packages shall not be opened until the County inspects them and they are required for use. Labels shall show name of manufacturer, type of coating, formulation, date, color and manufacturers' recommendations and instructions for use. All materials, which, in the opinion of the County, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the Work, and the Contractor shall receive no compensation for the damaged material or its removal.
- B. Storage: All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, and direct rays of the sun or from excessive heat. Paint susceptible to damage from low temperatures shall be kept in a heated storage space when necessary. The Contractor shall be solely responsible for the protection of the materials he stores at the job site. Products shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Empty coating cans shall be neatly stacked in areas the Owner designates, and removed from the job site on a schedule the Owner determines.
- C. Mixing: Mechanical mixers, capable of thoroughly mixing the pigment and vehicle together, shall mix the paint prior to use where required by manufacturer's instructions, however, thorough hand mixing will be allowed for small amounts up to one gallon. Pressure pots shall be equipped with mechanical mixers to keep the pigment in suspension, when required by manufacturer's instructions. Otherwise, intermittent hand mixing shall be done to assure that no separation occurs. Materials shall be in full compliance with the requirements of pertinent codes and fire regulations.
- D. Thinning: Catalysts or thinners shall only be utilized as recommended by the manufacturer, and added or discarded strictly in accordance with the manufacturer's instruction. Unless the manufacturer specifically requires thinning for brush or roller application, no thinning shall be permitted.
- E. Manufacturer Instructions: Perform work in strict accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure. Distribute copies of such instructions to all parties involved in the installation, including two copies for the Owner's use. Maintain one set of complete instructions at the job site during installation and until completion.

PROJECT SITE CONDITIONS

- A. Application: Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless specifically allowed by the paint manufacturer. Except as provided below, painting shall not be permitted when the atmospheric temperature is below 50° F, or when freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.
- B. No coatings shall be applied unless the relative humidity is below 85% unless recommended by the manufacturer.
- C. No coatings shall be applied unless surface temperature is a minimum of 5° above dew point and temperature shall be maintained during curing.
- D. During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the County as to suspensions will be final and binding.

WARRANTY

A. Warranty Inspection: Warranty inspection shall be conducted during the eleventh month of the one (1) year warranty period following completion of all painting work. All defective work shall be repaired in strict accordance with this Specification, and to the satisfaction of the paint manufacturer and the County.

PART 2 - PRODUCTS

GENERAL

- A. The painting schedule has been prepared on the basis of Tnemec and Carboline products, and their recommendations for application.
- B. No paint containing lead shall be allowed.

COATING SYSTEMS

- A. The following summarizes the painting systems for various types of applications.
- B. The Contractor shall have the coating color matched or tinted by the coating supplier to exactly match Tnemec Color Codes as shown below. Manufacturers other than Tnemec shall submit a color matched swatch to the County for approval prior to ordering materials.

C.

Generic Name	Application	Tnemec Color Codes
Safety Green	Water Master Meters / Assemblies	Hunter Green 08SF /
Safety Green	Wastewater Master Meters	Hunter Green 08SF
Safety Green	Pump Station Piping	Hunter Green 08SF
Safety Red	Fire Backflow Assemblies	Candy Apple Red / Safety 06SF
Pantone Purple 522C	Reclaimed Master Meters / Assemblies	Rec Water Purple 16SF

- D. Minimum film thickness shall be per manufacturer's recommendations unless a greater thickness is specified. The Contractor shall measure minimum film thickness in the field by utilizing a wet film gauge, which the County will verify. Regardless of anchor profile, the Contractor shall utilize a wet film gauge to verify that the County-specified average minimum dry film thickness (MDFT) is being applied. The calculated value for wet film thickness (WFT) shall be derived from County's average MDFT unless the manufacturer's minimum range is greater. Following the manufacturer's recommended drying time, the Contractor shall measure and provide results to the County verifying that the average minimum dry film thickness meets the MDFT for each coat and final system, utilizing a dry film gauge. The County may conduct side-by-side verification.
- E. Coating systems shall incorporate the paints specified below, applied at the average dry film thickness (DFT) in mils per coat noted, and have the specified minimum average dry film thickness (MDFT) for each individual coat and total system.

HP – High Performance Coatings of FERROUS METALS

Coat	Tnemec	Carboline
Prime	Zinc Series 90-97 2.5 to 3.5 DFT Avg 3.0 MDFT	Carbozinc 621 3.0 to 8.0 DFT Avg 3.5 MDFT
Intermediate	Endura-Shield Series 73 2.0 to 3.0 DFT Avg 2.5 MDFT	Carbothane 133 HB 3.0 to 5.0 DFT Avg 3.5 MDFT
Finish	Hydroflon Series 700 2.0 to 3.0 DFT Avg 2.5 MDFT	Carboxane 950 2.0 to 3.0 DFT Avg 2.5 MDFT
Total	8 MDFT	9.5 MDFT

System HP-1 EXTERIOR EXPOSURE, UV EXPOSURE (NON-IMMERSION) Complete removal of existing coating system
System HP-2 EXTERIOR EXPOSURE, UV EXPOSURE (NON-IMMERSION) Over-coating of localized inaccessible existing coatings and galvanized metal

Coat	Tnemec	Carboline
Prime	Chembuild 135	Carboguard 553
	4.0 to 9.0 DFT	3.0 to 4.0 DFT
	Avg 5.0 MDFT	Avg 3.5 MDFT
Intermediate	Endura-Shield Series 73	Carbothane 133 HB
	2.0 to 3.0 DFT	3.0 to 5.0 DFT
	Avg 2.5 MDFT	Avg 3.5 MDFT
Finish	Hydroflon Series 700	Carboxane 950
	2.0 to 3.0 DFT	2.0 to 3.0 DFT
	Avg 2.5 MDFT	Avg 2.5 MDFT
Total	10.0 MDFT	9.5 MDFT

System HP-5 EXTERIOR EXPOSURE, (IMMERSION) Complete removal of existing coating system for immersion surfaces

Coat	Tnemec	Carboline
Prime	Zinc Series 90-97	Carbozinc 621
	2.5 to 3.5 DFT	3.0 to 8.0 DFT
	Avg 3.0 MDFT	Avg 3.5 MDFT
Intermediate	Hi-Build Epoxoline II Series N69	Carboguard 60
	4.0 to 8.0 DFT	4.0 to 6.0 DFT
	Avg 4.5 MDFT	Avg 4.5 MDFT
Finish	Hi-Build Epoxoline II Series N69	Carboguard 60
	4.0 to 8.0 DFT	4.0 to 6.0 DFT
	Avg 4.5 MDFT	Avg 4.5 MDFT
Total	12.0 MDFT	12.5 MDFT

System HP-6 EXTERIOR EXPOSURE, UV EXPOSURE (NON-IMMERSION)Over-coating of existing water based or unknown coating surface exposed to UV

Coat	Tnemec	Carboline
Existing	Existing coating system	Existing coating system
Spot Prime	Typoxy Series 27WB 4.0 to 14.0 DFT Avg 4.5 MDFT	NA
Prime	Typoxy Series 27WB 4.0 to 14.0 DFT Avg 4.5 MDFT	NA
Intermediate	Endura-Shield Series 73 2.0 to 3.0 DFT Avg 2.5 MDFT	NA
Finish	Hydroflon Series 700 2.0 to 3.0 DFT Avg 2.5 MDFT	NA
Total	9.5 MDFT	NA

DFT = Dry Film Thickness

MDFT = Minimum Dry Film Thickness

EQUIPMENT

- A. The Contractor's surface preparation, coating and painting equipment shall be designed and suitable for the application of the specific materials herein specified. The Contractor's equipment is subject to the approval of the County based on the manufacturer's data.
- B. Effective oil and water separators shall be used in all compressed air lines serving spray painting and sandblasting operations to remove oil or moisture from the air before it is used. Separators shall be placed as far as practical from the compressor.
- C. The Contractor shall furnish all equipment for application of the paint and the completion of the work in first-class condition and shall comply with recommendations of the paint manufacturer.

PART 3 - EXECUTION

GENERAL

- A. All coating and painting shall conform to the applicable requirements of the Society for Protective Coatings (SSPC) Manual (most recent edition). Any material applied upon improperly prepared surfaces shall be removed and redone to the satisfaction of the Owner at the sole expense of the Contractor.
- B. All work shall be performed by skilled craftsmen who are qualified to perform the required work and shall be done in a manner comparable to the best standards of practice found in that trade.
- C. The Contractor shall provide a supervisor to be at the work site during surface preparation, cleaning and coating operations. The supervisor shall have the authority to coordinate the work and make other decisions pertaining to the fulfillment of their contract.
- D. Prior to assembly, all surfaces that will be made inaccessible after assembly, shall be prepared as specified herein, and receive the paint or coating system as specified herein.
- E. Coating shall not be applied to wet or damp surfaces and shall not be applied in inclement weather. Do not apply when the surface temperature is less than 5° F above the dew point, or if relative humidity is greater than 85%. Dew or moisture condensation should be anticipated and if such conditions are prevalent, coating should be delayed until the surfaces are dry. The day's coating should be completed well in advance of when condensation will occur, in order to permit the film a sufficient drying time prior to the formation of moisture.
- F. Any surfaces not specifically named in the Scope of Services, and not specifically exempted, shall be prepared, primed and painted in the manner and with materials consistent with these Specifications.

- G. The Owner shall select which of the manufacturer's products, whether the type is indicated herein or not, shall be used for such unnamed surfaces. No extra payment will be made for this painting.
- H. Contractor shall inspect each pipe joint, pipe strap, personal barriers and appurtenances after providing access to the location but prior to commencing surface preparation activities. The Contractor shall immediately report leaks, damage, stripped bolts or nuts to the County.

SURFACE PREPARATION

- A. Solvent Cleaning: All dust, dirt, oil, or any contaminants that would affect the adhesion or durability of the finish coating shall be removed before hand tool cleaning, abrasive blasting and prior to each coating layer application by cleaning per SSPC-SP1 "Solvent Cleaning."
- B. Defects: All ferrous metal surfaces shall be free of all defects. The Contractor shall remove by chipping or grinding all sharp edges; other defects shall be ground smooth in accordance with NACE Standard RPO178, Appendix C. Weld flux, weld spatter, slag and excessive rust scale shall be removed by SSPC-SP 11 Power Tool Cleaning to Bare Metal. All weld seams, sharp protrusions, and edges shall be ground smooth prior to surface preparation or application of any coatings.
- C. Gaskets: Existing gaskets in between flanged joints shall be cut or ground flush with the existing flanged joint prior to surface preparation or field blasting operations. The Contractor shall not field blast into bell and spigot joints or under tapping saddles. Contractor shall blast perpendicular to the pipe surface. SSPC-SP3 Power Tool Cleaning shall be used inside bells and against tapping saddles to avoid damage to gaskets and locking mechanisms.
- D. Field blasting cleaning for all surfaces shall be accomplished by dry sandblasting method unless otherwise directed, or the County provides written approval.
 - 1. The abrasive used in blast cleaning shall produce an anchor profile in accordance with the recommendations of the manufacturer of the protective coating, which shall be applied to the surface being cleaned.
 - 2. At all times during the blast cleaning operations, adequate means shall be employed to absolutely insure that existing protective coatings will not be exposed to abrasion from blast cleaning operations.
 - 3. All blast cleaned surfaces shall be carefully dried and cleaned prior to application of specified coatings. No coatings or paint shall be applied over damp or moist surfaces.

- 4. Field blasting and priming shall be completed on any particular area during the same workday, and the application of the primer shall follow immediately after surface preparation and cleaning prior to formation of any form of corrosion. If the surface is not primed within 8 hours, complete surface preparation shall be repeated.
- 5. The Contractor shall at all times keep the work area in reasonably clean condition, and shall not permit blasting materials to accumulate in an uncontrolled manner such as to constitute a nuisance or hazard to the satisfactory prosecution of the work, operation of the existing facilities, public safety, environmental nuisances or public access.
- 6. Touch-up systems shall be same as original specification except that approved manufacturer's organic zinc-rich shall be used in lieu of inorganic zinc where this system was originally used. Strict adherence to manufacturer's complete touch-up recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the attention of the County and Coating Manufacturer; otherwise, Contractor assumes full responsibility.
- 7. Areas that are inaccessible to abrasive blasting, including adjacent to concrete pedestals, tapping saddles, pressure gauges or other appurtenances shall be cleaned in accordance with SSPC-SP 11 "Power Tool Cleaning to Bare Metal" immediately adjacent to the area as approved by the County.
- E. Specified Surface Preparation: All surfaces shall be cleaned per SSPC-SP1 "Solvent Cleaning". In addition to the surface preparation for the specific Service Condition, surface preparation shall be as follows:

Substrate	Condition	Surface Preparation
All Surfaces	All – Prior to Surface Preparation	SSPC-SP1 Solvent Cleaning
Steel	Exterior / Non-Immersion	SSPC-SP10 Near White Blast (NACE 2)
Steel	Exterior / Immersion	SSPC-SP5 White Metal Blasting (NACE-1)
Ductile Iron Pipe	Exterior / Non-Immersion	SSPC-SP6 Commercial Blast (NACE-3)
Ductile Iron Pipe	Exterior / Immersion	SSPC-SP10 Near White Blast (NACE 2)
Ferrous Metal	Exterior / Non-Immersion / Inaccessible to abrasive blasting	SSPC-SP 11 Power Tool Cleaning to Bare Metal
Galvanized Metals	Exterior / Non-Immersion	SSPC-SP 7 Brush-Off Blast (NACE 4)
PVC	Exterior / Non-Immersion	SSPC-SP1 Solvent Cleaning & Scarify by brush blast, power tools or hand sanding
Existing Coating System to be Over-Coated	Exterior / Non-Immersion	Scarify by brush blast or power tools. Scarified surface shall be approved by the coatings manufacturer and County prior to over-coating.

- Exposed Pipe: Bituminous coated pipe shall not be used in above ground or exposed locations and shall be factory epoxy primed for all new pipe installations. After installation all exterior, exposed flanged joints shall have the gap between adjoining flanges sealed with a flexible caulking shall meet ASTM C-920 and shall be Sika Flex 1A or equal to prevent rust stains.
- 2. The Contractor shall not abrasive-blast or prepare more surface area than can be coated in the same day; prepare surfaces and apply prime coatings within an 8-hour period.
- 3. Contractor shall coordinate with the County prior to surface preparation. County approval is required prior to application of the prime coat.

APPLICATION EQUIPMENT

- A. Brush and / or Rollers
 - 1. Top quality, properly styled brushes and rollers shall be used. Rollers with a baked phenolic resin core shall be utilized.
 - 2. The brushing or rolling shall be done so that a smooth coat, as nearly uniform in thickness as possible, is obtained. Brush or roller strokes shall be made to smooth the film without leaving deep or detrimental marks.
 - 3. Surfaces not accessible to brushes or rollers may be painted by spray, by dauber or sheepskins, and paint mitt.

- 4. It may require 2 coats to achieve the specified dry film thickness if application is by brush and roller.
- B. Air, Airless or Hot Spray
 - 1. The equipment used shall be suitable for the intended purpose, capable of properly atomizing the paint to be applied, and equipped with suitable pressure regulators and gauges.
 - 2. Paint shall be applied in a uniform layer, with a 50% overlap pattern. All runs and sags should be brushed out immediately or the paint shall be removed and the surface resprayed.
 - 3. High build coatings should be applied by a crosshatch method of spray application to ensure proper film thickness of the coating.
 - 4. Areas inaccessible to spray shall be brushed; if also inaccessible to brush, daubs or sheepskins shall be used, as the manufacturer authorizes.
 - 5. Special care shall be taken with thinners and paint temperatures so that paint of the correct formula reaches the receiving surface.
 - 6. Nozzles, tips, etc., shall be of sizes and designs as recommended by the manufacturer of the paint being sprayed.
 - 7. Edges, corners, crevices, welds, and bolts shall be given a brush coat (stripe coat) of each coating. The stripe coat shall be applied by a brush and worked in both directions prior to spray application. Special attention shall be given to filling all crevices with coating.

WORKMANSHIP

- A. General
 - 1. Under no circumstances shall Asphaltic seal coats and mastics be over coated.
 - 2. Paints shall be mixed in proper containers of adequate capacity. All paints shall be thoroughly stirred before use and kept stirred while using. No unauthorized thinners or other materials shall be added to any paint.
 - 3. Coating shall be performed by experienced painters in accordance with the recommendations of the coating manufacturer and the Contract Documents. All paint shall be uniformly applied without sags, runs, spots, or other blemishes. Work that shows carelessness, lack of skill, or is defective in the opinion of the County, shall be corrected at the expense of the Contractor.

- 4. Extreme care shall be exercised in the painting of all operable equipment, such as valves, electric motors, etc., so that the proper functioning of the equipment will not be affected.
- 5. The Contractor's scaffolding shall be erected, maintained, and dismantled without damage to structures, machinery, equipment or pipe. Drop cloths shall be used where required to protect the environment, the public, buildings, equipment, and areas surrounding the Work. All surfaces required to be clear for visual observations shall be cleaned immediately after paint application.
- 6. The prime coat shall be applied immediately following surface preparation within 8 hours of the same working day. All paint shall be applied by brushing, paint mitt and roller, conventional spraying, or airless spraying, using equipment approved by the paint manufacturer.
- 7. Each coat of paint shall be recoated as per manufacturer's instructions. Paint shall be considered recoatable when an additional coat can be applied without any detrimental film irregularities such as lifting or loss of adhesion.
- 8. Surfaces that will be inaccessible after assembly shall receive either the full specified paint system or three shop coats of the specified primer before assembly.
- 9. Finish colors shall be as specified per the color table in section 2.02 of this specification, and shall be factory mixed (i.e., the Contractor shall not tint the paint, unless the County and the Coating Manufacturer so authorizes.).
- 10. All shop-coated surfaces shall be protected from damage and corrosion before and after installation by treating damaged area immediately upon detection. Abraded or corroded spots on shop-coated surfaces shall be cleaned per SSPC-SP1 Solvent Cleaning" and then touched up with the same materials as the shop coat in accordance with the manufacturers instruction. At the discretion of the Owner, all shop coated surfaces that are faded, discolored, or that require more than minor touch up shall be field blast cleaned and repainted.
- B. Field Coating: All painting at the site shall be designated "Field Coating".
 - All paint shall be at ambient temperature before applying, and no painting shall be done when the temperature is below 50 degrees F, in dust-laden air, when rain is falling, mist is present, when relative humidity exceeds manufacturer's recommendation when temperature is less than 5° F above the dew point, or until all traces of moisture have completely disappeared from the surface to be painted.
 - 2. Protective coverings or drop cloths shall be used to protect existing appurtenances, concrete walkways, concrete structures, existing surfaces, the public, the environment and equipment. Care shall be exercised to prevent paint or coating overspray and spatter onto surfaces that are not to be painted. Surfaces from which such materials cannot be removed

satisfactorily shall be painted or repainted, as required to produce, a finish satisfactory to the County.

- 3. All edges, corners, crevices, welds, hardware and irregular surfaces shall receive a brush coat (stripe coat) of the specified product for each coat prior to application of each complete coat.
- 4. Coating shall be applied in a neat manner that will produce an even film of uniform and proper thickness, with finished surfaces free from brush marks or other irregularities. Each coat shall be carefully examined and faulty material, poor workmanship, holidays, damaged areas and other imperfections shall be touched up prior to applying succeeding coats. Each coat shall be thoroughly dry and hard before the next coat is applied in accordance with the coating manufacturer's recommendations for drying time between coats. Coating shall be cleaned in accordance with SSPC-SP1 prior to the application of next coating. In no case shall coating be applied at a rate of coverage greater than the maximum rate recommended by the coating manufacturer.
- 5. Coating failures will not be accepted and shall be entirely removed down to the substrate and the surface recoated. Failures include, but are not limited to, holidays, sags, checking, cracking, teardrops, fat edges, fisheyes, or delamination. Any repairs made on surfaces shall be repaired in accordance with the coating manufacturer's instructions.
- 6. Each coat shall be uniform in coverage and color. Successive coats of paint shall be tinted so as to make each coat easily distinguishable from each other with the final undercoat tinted to the approximate shade of the finished coat.
- 7. Painting shall be continuous and accomplished in an orderly manner so as to facilitate inspection. Surfaces of exposed members that will be inaccessible after erection shall be cleaned and painted before erection.
- 8. All materials shall be applied in accordance with the manufacturer's instructions. If spray painting is required, Contractor shall accept all responsibility for any damage caused by overspray and/or drifting paint mist.
- 9. Caulking: The Contractor shall caulk all voids or interfaces including but not limited to: flanges, threads, nuts, saddles, gaps, voids or spaces between appurtenances and pipe to be coated immediately after the prime coat to prevent rust formation where ferrous metal is not accessible to surface preparation or blasting. Flexible caulking shall meet or exceed ASTM C-920 and shall be Sika Flex 1A or equal.

FIELD QUALITY CONTROL

At a minimum, the Contractor shall provide field quality control and verification of the coating film thickness utilizing the below methods.

A. Wet Film Gauge. Both the Contractor and the County shall use a wet film gauge to verify the applied coating desired wet film thickness (WFT) to produce the required minimum DFT.

Target WFT = County specified average MDFT / Volume Solids x 100%

If thinner is applied per the manufacturer's recommendations, the volume of solids shall be reduced accordingly. Regardless of anchor profile, surface pattern or base metal calculation of the substrate, the gauge reported WFT shall meet the target WFT value for the substrate or previously coated surface to ensure the required average MDFT will be achieved.

- B. DFT Magnetic Gauge. Dry Film Magnetic Pull-Off Gauge (Type I) shall be utilized to determine DFT in accordance with SSPC-PA 2 "Measurement of Dry Coating Thickness with Magnetic Gages." The average of the readings shall meet the County-specified MDFT for each coating application. Electromagnetic Gauge (Type II) will not be acceptable for use on ductile iron pipe.
- C. Holiday Testing: Each coating layer shall be holiday tested at the recommended 100-125 volts DC per mil in accordance with the latest edition of the following standards: NACE SP0188-2006, NACE Standard RP0490, ASTM G62 and per the manufacturers recommendations. All low voltage holiday testing shall be performed using a Tinker & Rasor Model M-1 Holiday Detector, or equal. Areas found to have holidays shall be marked and repaired in accordance with the paint manufacturer's instructions.
- D. Destructive Testing: Destructive testing using a Tooke gauge shall only be utilized in cases of dispute regarding DFT. The County will be permitted up to three (3) cuts per disputed area using the Tooke Gauge and the Contractor shall be responsible for repairing the areas examined at no additional cost.
- E. Environmental Testing: humidity, dew point and temperature shall be constantly measured and logged by the Contractor and provided to the County. Any electronic gauges shall be first calibrated against a sling psychrometer each day.

INSPECTION OF SURFACES

A. Before application of the prime coat and each succeeding coat, all surfaces to be coated are subject to inspection and approval by the County. The Contractor shall correct any defects or deficiencies before application of any subsequent coating. Coatings applied without County approval shall be removed and reapplied at no cost to the County.

- B. The Contractor shall provide the County access to all areas of the work. All scaffolding or lifts shall be in compliance with OSHA requirements.
- C. The Contractor shall furnish samples of surface preparation and of painting systems to be used as a standard throughout the job, unless omitted by the County.
- D. When any appreciable time has elapsed or has exceeded the manufactures recommendations between coatings, the County will carefully inspect previously coated areas and surfaces that are damaged or contaminated, in the opinion of the County shall be cleaned and recoated at the Contractor's expense. Recoating times of manufacturer's printed instructions shall be adhered to.
- E. Coating thickness shall be determined by the use of a properly calibrated "DeFelsko Positest FM" Type 1 Coating Thickness Gauge (or equal) for ferrous metal or a "Tooke" Paint Inspection gauge (or equal) for non-ferrous and cementitious surfaces. Please note that use of the "Tooke" gauge is classified as a destructive test.

PROTECTION, CONTAINMENT AND CLEAN-UP

- A. The premises shall at all times be kept free from accumulation of waste material and rubbish caused by employees or work. At the completion of the painting remove all tools, scaffolding, surplus materials, and all rubbish from and about the site and leave the area "broom clean" unless more exactly specified.
- B. The Contractor shall protect at all times, in areas where painting is being done, floors, sidewalks, walls, bridges, environment, public property, equipment, vehicles, appurtenances, and finished surfaces adjacent to paint work. The Contractor shall cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting work.
- C. The Contractor shall contain all spent abrasives, old paint chips, paint overspray and debris by means suitable to the County, including but not limited to, full shrouding of the area. The Contractor shall provide a complete design and plan of the intended shroud or cover. Care shall be taken not to modify or damage the structure during the use of the shroud. If damage should occur, the Contractor is held responsible for all repairs. The Contractor's containment shall be adequate enough to stop blasting residue from being released into the environment. There shall be no visible emissions of particulate matter or visible deposits on the ground outside the containment area. Water jetting or wet abrasive blast cleaning for the purpose of removing paint and surface debris shall be conducted within a containment designed, installed, and maintained in order to capture paint chips and debris. Collection of the water is not required. Mesh containment materials that capture paint chips and debris while allowing the water to pass through shall have openings a maximum of 25 mils (625 microns) in greatest dimension.

Low Pressure Water Cleaning for the purpose of removing chalk, dirt, grease, oil and other surface debris can be performed without additional containment provided paint chips are removed and collected prior to Low Pressure Water Cleaning (LP WC).

- D. At completion of the work, remove all paint where spilled, splashed, splattered, sprayed or smeared on all surfaces, hardware, equipment, painted, and unpainted surfaces.
- E. After completion of all painting, the Contractor shall remove from job site all painting equipment, surplus materials, and debris resulting from this work
- F. The Contractor shall be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, landscaping, trees, sodding, fences, structures of any kind and appurtenances thereto met with during the progress of the work.
- G. Solid sodding shall be placed on all in all areas where existing grass or sod (regardless of the existing condition) is removed or disturbed by Contractor's operation. Grass sod shall match existing or at the owners request shall be St. Augustine well matted with grass roots. The sod shall be taken up in rectangles, preferably 12-inch by 24-inch, shall be a minimum of 2-inches in thickness, and shall be live, fresh, and uninjured at the time of planting. Sod shall be reasonably free of weeds and other grasses and shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. The sod shall be planted as soon as possible after being dug and shall be shaded and kept moist until it is planted. Included are fertilizing, watering, and maintenance as required to assure a healthy stand of grass. The area over which the sod is to be placed shall be scarified or loosened to a depth and then raked smooth and free from debris. The sod shall be placed on the prepared surface, with edges in close contact and shall be firmly and smoothly embedded by light tamping with appropriate tools. The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the County, for optimum results. After being placed, the sod shall be kept in a moist condition to the full depth of the rooting zone for at least 2-weeks.
- H. Thereafter, the Contractor shall apply water as needed until the sod roots and starts to grow for a minimum of 60-days (or until final acceptance, whichever is latest). The Contractor shall maintain, at his expense, the sodded areas in a satisfactory condition until final acceptance of the Project. Such maintenance shall include repairing of any damaged areas and replacing areas in which the establishment of the grass stand does not appear to be developing satisfactorily. Replanting or repair necessary due to the Contractor's negligence, carelessness, or failure to provide routine maintenance shall be at the Contractor's expense.
- I. The Contractor shall remove and properly dispose of all hazardous materials from the jobsite in accordance with Local, State, and Federal requirements as outlined by the Environmental Protection Agency.

RECORD DOCUMENTS

- A. Prior to Contract Closeout the Contractor shall provide to the Owner a Summary of Work booklet for each site. Each booklet shall include:
 - 1. Site name and location;
 - 2. Description of asset;
 - 3. Contractor's name and contact information;
 - 4. Coating manufacturer's name and representative's name and warranty identification;
 - 5. Dates of surface preparation and coating application;
 - 6. Type of surface preparation, blasting media, coating names, and method(s) of coating application;
 - 7. Manufacturer cut sheets for each coating;
 - 8. Complete 15 year warranty package for each of the assets, as applicable;
 - 9. Sample panels per the warranty,
 - a. Minimum two (2) additional sample panels provided to the County in addition to manufacturer's required number of panels with specified coating system.
 - b. Coating systems not applicable for warranty procedures shall still have a minimum of two (2) sample panels with specified coating system provided to the County for future use.
 - 10. Minimum of four (4) photographs per asset showing both before and after conditions. Photograph angles include overall asset, and a minimum of three (3) close-up photographs showing one side of the riser, middle, and remaining side of riser.

BID RESPONSE FORM Y15-610-JS

The contractor shall provide all labor and other resources necessary to provide the supplies, equipment and services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

Item #	<u>Description</u>	<u>Unit Cost</u>	<u>Qty</u>	Extended Cost
1.	Site 0, Water Master Meter 8"	\$	1 LS	\$
2.	Site 1, Water Master Meter 8"	\$	1 LS	\$
3.	Site 2, Water Master Meter 8"	\$	1 LS	\$
4.	Site 3, Water Master Meter 10"	\$	1 LS	\$
5.	Site 4, Water Master Meter 8"	\$	1 LS	\$
6.	Site 5, Water Master Meter 6"	\$	1 LS	\$
7.	Site 6, Water Master Meter 12"	\$	1 LS	\$
8.	Site 7, Water Master Meter 6"	\$	1 LS	\$
9.	Site 8, Water Master Meter 8"	\$	1 LS	\$
10.	Site 9, Water Master Meter 8"	\$	1 LS	\$
11.	Site 10, Water Master Meter 8"	\$	1 LS	\$
12.	Site 11, Water Master Meter 8"	\$	1 LS	\$
13.	Site 13, Water Master Meter 8"	\$	1 LS	\$
14	Site 14, Water Master Meter 6"	\$	1 LS	\$
15.	Site 15, Water Master Meter 8"	\$	1 LS	\$
16.	Site 16, Water Master Meter 4"	\$	1 LS	\$
17.	Site 17, Water Master Meter 8"	\$	1 LS	\$

ltem 	<u>Description</u>	<u>Unit Cost</u>	<u>Qty</u>	Extended Cost
18.	Site 18, Water Master Meter 8"	\$	1 LS	\$
19.	Site 19, Water Master Meter 8"	\$	1 LS	\$
20.	Site 20, Water Master Meter 8"	\$	1 LS	\$
21.	Site 21, Water Master Meter 8"	\$	1 LS	\$
22.	Site 22, Water Master Meter 8"	\$	1 LS	\$
23.	Site 23, Water Master Meter 8"	\$	1 LS	\$
24.	Site 24, Water Master Meter 8"	\$	1 LS	\$
25.	Site 25, Water Master Meter68"	\$	1 LS	\$
26.	Site 26, Water Master Meter 8"	\$	1 LS	\$
27.	Site 27, Water Master Meter 8"	\$	1 LS	\$
28	Site 28, Water Master Meter 8"	\$	1 LS	\$
29.	Site 29, Water Master Meter 8"	\$	1 LS	\$
30.	Site 30, Water Master Meter 8"	\$	1 LS	\$
31.	Site 31, Water Master Meter 8"	\$	1 LS	\$
32.	Site 32, Water Master Meter 8"	\$	1 LS	\$
33.	Site 33, Water Master Meter 8"	\$	1 LS	\$
34.	Site 34, Water Master Meter 8"	\$	1 LS	\$
35.	Site 35, BF5, Backflow Preventer 10"	\$	1 LS	\$
36.	Site 37, BF8, Backflow Preventer 12"	\$	1 LS	\$
37.	Site 38, BF39, Backflow Preventer 8"	\$	1 LS	\$
38.	Site 39, BF34, Backflow Preventer 8"	\$	1 LS	\$
39.	Site 40, BF32, Backflow Preventer 8"	\$	1 LS	\$

Company Name

ltem 	<u>Description</u>	<u>Unit Cost</u>	<u>Qty</u>	Extended <u>Cost</u>
40.	Site 41, BF18, Backflow Preventer 12"	\$	1 LS	\$
41.	Site 42, BF40, Backflow Preventer 8"	\$	1 LS	\$
42	Site 43, BF7, Backflow Preventer 12"	\$	1 LS	\$
43.	Site 45, BF3, Backflow Preventer 10"	\$	1 LS	\$
44.	Site 46, BF2, Backflow Preventer 10"	\$	1 LS	\$
45.	Site47, BF23, Backflow Preventer 6"	\$	1 LS	\$
46.	Site 48, BF31, Backflow Preventer 8"	\$	1 LS	\$
47.	Site 49, BF13, Backflow Preventer 6"	\$	1 LS	\$
48.	Site 50, BF36, Backflow Preventer 8"	\$	1 LS	\$
49.	Site 51, ORW, Reclaimed Water Meter 4"	\$	1 LS	\$
50.	Site 52, 01RW, Reclaimed Water Meter 4"	\$	1 LS	\$
51.	Site 53, 02RW, Reclaimed Water Meter 6"	\$	1 LS	\$
			•	

TOTAL BID ESTIMATED BID

\$_____

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Performance shall be not later than thirty (30) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Jim Schell, Senior Purchasing Agent, at Jim.Schell@ocfl.net

<u>Bid Response Documents</u> - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. Please make sure forms are fully executed where required.
- B. Qualifications of Bidders information, per Special Terms and Conditions.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name:

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#:	D-U-N-	-S® #	
(Street No. or P.O. Bo	ox Number) (Street Nan	ne) (City)	
(County)	(State)	(Zip Code)	
Contact Person:			
Phone Number:	Fax	Number:	
Email Address:			
	EMERGENCY CC	<u>ONTACT</u>	
Emergency Contact	Person:		
Telephone Number:	Cell F	Phone Number:	

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No, Date	Addendum No, Date
Addendum No, Date	Addendum No, Date

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. <u>Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.</u>

Name	Title	Telephone Number/Email
(Signature)		(Date)
(Signature)		(Dale)
(Title)		
(Name of Business)		
The Bidder shall com	plete and submit the follo	wing information with the bid:
Type of Organization	n	
Sole Prop	rietorship Partr	nership Non-Profit
Joint Vent	ture Corp	oration
State of Incorporation	on:	_
Principal Place of Bus	siness (Florida Statute Cl	napter 607):
		City/County/State
THE PRINCIPAL I	PLACE OF BUSINES	SS SHALL BE THE ADDRESS OF

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

REFERENCES

List three (3) customers during the past ten (10) years for which you provided services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1.	Company Name:	
	Owner's Name:	
	Description of services provided:	
	Contract Amount:	
	Start and End Date of Contract:	
	Contact Person:	
	Address:	
	Telephone Number:	
	Email Address:	
2.	Company Name:	
	Owner's Name:	
	Description of services provided:	
	Contract Amount:	
	Start and End Date of Contract:	
	Contact Person:	
	Address:	
	Telephone Number:	

	Email Address:
3.	Company Name:
	Owner's Name:
	Description of services provided:
	Contract Amount:
	Start and End Date of Contract:
	Contact Person:
	Address:
	Telephone Number:
	Email Address:

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y15-610-JS

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, <u>**BY ATTACHMENT TO THIS FORM**</u>, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y15-610-JS

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y15-610-JS, Master Meter and Backflow Assemblies Rehabilitation**, within the state of Florida.

NAME OF CONTRACTOR:	
ADDRESS OF CONTRACTOR:	
AUTHORIZED SIGNATURE:	
TITLE:	
DATE:	

RELATIONSHIP DISCLOSURE FORM FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY PROPOSER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

<u>Part I</u>

INFORMATION ON BIDDER:

Legal Name of Bidder:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone:	()			

Facsimile:	()

INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE: (Agent Authorization Form also required to be attached)

Name of Bidder's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: ()_____ Facsimile: ()_____ Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____YES ____NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

____YES ____NO

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____YES ____NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder	Date
Printed Name and Title of Person completing	ig this form:
STATE OF: COUNTY OF:	
day of, 20 by personally known to me or has produced identification and did/did not take an oath.	the county and state stated above on
(Notary Seal)	Signature of Notary Public Notary Public for the State of My Commission Expires:
Staff signature and date of receipt of form	_

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form:	
This is a Subsequent Form:	

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable:

Are they registered Lobbyist? Yes ____ or No____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1.	Name and address of individual or business entity:Are they registered Lobbyist? Yes or No
2.	Name and address of individual or business entity:
3.	Name and address of individual or business entity:
4.	Name and address of individual or business entity:
5.	Name and address of individual or business entity:
6.	Name and address of individual or business entity:
7.	Name and address of individual or business entity:
8.	Are they registered Lobbyist? Yes or No Name and address of individual or business entity:

<u>Part II</u>

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- •Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- •Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- •Any other contribution or expenditure made by or to a political party;
- •Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date	Signature of Principal or Principal's Authorized Agent (check appropriate box)
Printed Name and Title of Person of	completing this form:
STATE OF	:
day of, 20	nstrument was acknowledged before me this by He/she is ducedas in oath.
Witness my hand and offici the day of	al seal in the county and state stated above on , in the year
(Notary Seal)	Signature of Notary Public Notary Public for the State of My Commission Expires:
Staff signature and date of receipt	of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE SPECIFIC PROJECT EXPENDITURE REPORT

Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) Lobbying also

means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means "the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist." *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

/We, (Print Bidder name), [Do
nereby authorize (print agent's name),,	to
act as my/our agent to execute any petitions or other documents necessary to affe	əct
the CONTRACT approval PROCESS more specifically described as follows, (II	FB
NUMBER AND TITLE), and to appear	on
my/our behalf before any administrative or legislative body in the county considering th	his
CONTRACT and to act in all respects as our agent in matters pertaining TO TH	IIS
CONTRACT.	

Signature of Bidder	Date	
STATE OF COUNTY OF	_ : _ : _ rument was acknowledged before me	this
, , ,	_by H	le/she is as

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

Signature of Notary Public	
Notary Public for the State	
of	
My Commission	
Expires:	

(Notary Seal)
EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company:	
Workers' Compensation Carrier:	
A.M. Best Rating of Carrier:	
Inception Date of Leasing Arrangement:	

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor:	
Signature of Owner/Officer:	
Title:	Date:

	_	
AC	O	RD"
1		

CERTIFICATE OF LIABILITY INSURANCE

|--|

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the									
certificate holder in lieu of such endor	seme	ent(s)		CONTAI NAME:	ст				
1. Name of Agent or Broke	r			PHONE (A/C, No			FAX (A/C, Noi:		
Street Address				E-MAIL ADDRE					
City, State, Zip						URER(8) AFFOR	RDING COVERAGE		NAIC #
INSURED			INSURE						
Name of Insured				INSURENC: 3.					
Street Address				INSURE	RD:				
City, State, Zip				INSURER E :					
COVERAGES CER	TIFI	CATE	E NUMBER:	INSURE	KF:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES	OF	INSU	RANCE LISTED BELOW HA						
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT	ain,	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBEI	D HEREIN IS SUBJECT TO		
INSR LTR TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. um	8	
GENERAL LIABILITY		_			-		EACH OCCURRENCE DAMAGE TO RENTED	\$	
3. COMMERCIAL GENERAL LIABILITY	4.	5.	6.		7.		PREMISES (Ea occurrence)	\$	
CLAIMS-MADE OCCUR							MED EXP (Any one person) PERSONAL & ADV INJURY	5 5	
							GENERAL AGGREGATE	5	
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	
POLICY PRO- JECT LOC								\$	
AUTOMOBILE LIABILITY 9.							(Ea accident)	5	
ANY AUTO 5. ALL OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
AUTOS AUTOS NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	5 5	
HIRED AUTOS AUTOS							(Per accident)	* 5	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	5	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$								\$	
AND EMPLOYERS' LIABILITY 10.							WC STATU- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
(Mandatory In NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
11.									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks	Sohedule	If more space is	required)			
a									
Orange County Government						-	-		-
applies in favor of Orange Co	oun	ty G	Government, it's a	gents	, employ	ees, and	officials on the W	/orke	er's
Compensation Policy.									
CERTIFICATE HOLDER				CANO	ELLATION				
13. Orange County Board of County Commissioners Procurement Division									
400 E. South Street				AUTHORIZED REPRESENTATIVE					
Orlando, Florida 32801				14.					

ACORD 25 (2010/05)

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ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. PRODUCER: Agent's name and address must be shown along with contact name phone, fax, and email address.

2. INSURED: Legal name and address of the entity entering into the contract or agreement

3. INSURERS AFFORDING COVERAGE & NAIC #: Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR LTR section for each coverage line listed on the certificate.

4. ADDL INSR: Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.

5. SUBR WVD: Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.

POLICY NUMBER: A policy number should be listed for each line of coverage for which commercial insurance is being provided.

POLICY EFFECTIVE/EXPIRA TJON DATES: Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.

8. LIMITS: As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.

 AUTOMOBILE LIABILITY: The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.

10. WORKERS' COMPENSATION: Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.

11. OTHER: This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.

12. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES: This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.

13. CERTIFICATE HOLDER: Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.

14. AUTHORIZED REPRESENTATIVE: This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).

YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;

AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;

STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;

ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily Injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2nd FLOOR ORLANDO, FL 32801

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily Injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- Α. In the performance of you ongoing operations; or
- Β. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2nd FLOOR ORLANDO, FL 32801

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EXHIBIT E

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2nd FLOOR ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "Products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ATTACHMENT A

Site	Туре	Location (Note 1) (Note 5)	Dia. (In)	Approx. Length (LF) (Note 2)	Surface Prep (Note 3)	Coating System (Note 4)
0	Water Master Meter	Hunter Creek Middle school at Town Loop Blvd N of SR 417	8	24	SSPC-SP6 (NACE-3)	HP-1
1	Water Master Meter	S W Corner of Landstar and Rhode Island Woods	8	40	SSPC-SP6 (NACE-3)	HP-1
2	Water Master Meter	Southmeadow at Flower Fields Lane	8	20	SSPC-SP6 (NACE-3)	HP-1
3	Water Master Meter	Town Center Blvd. and Balcomb Rd.	10	26	SSPC-SP6 (NACE-3)	HP-1
4	Water Master Meter	S E Corner of Substation Rd. and 13001 John Young Parkway	8	22	SSPC-SP6 (NACE-3)	HP-1
5	Water Master Meter	N E Corner of Town Center Blvd. and John Young Parkway at Walgreen	6	22	SSPC-SP6 (NACE-3)	HP-1
6	Water Master Meter	West Creek Elem. School on Tacon dr.	12	24	SSPC-SP6 (NACE-3)	HP-1
7	Water Master Meter	Hunter Creek Blvd. West of John Young Parkway at the Entrance to the Parkway Apt.	6	23	SSPC-SP6 (NACE-3)	HP-1
8	Water Master Meter	SunTrust Bank at John Young Parkway and Town Center Blvd.	8	21	SSPC-SP6 (NACE-3)	HP-1
9	Water Master Meter	Peace United Methodist Church on the Southside of Town Loop Blvd. and SR 417	8	21	SSPC-SP6 (NACE-3)	HP-1
10	Water Master Meter	Teal Point Dr. at the Entrance to the Park apt.	8	21	SSPC-SP6 (NACE-3)	HP-1
11	Water Master Meter	Landstar and Amber Lake Blvd.	8	22	SSPC-SP6 (NACE-3)	HP-1
13	Water Master Meter	N W Corner at the Entrance to Hunter Creek Plaza off of Hunter Creek Blvd.	8	21	SSPC-SP6 (NACE-3)	HP-1
14	Water Master Meter	Town Center Loop and Hunter Park Ln.	6	18	SSPC-SP6 (NACE-3)	HP-1

Site	Туре	Location (Note 1) (Note 5)	Dia. (In)	Approx. Length (LF) (Note 2)	Surface Prep (Note 3)	Coating System (Note 4)
15	Water Master Meter	South of the Entrance to sandpoint East Side of Oakshire Blvd.	8	22	SSPC-SP6 (NACE-3)	HP-1
16	Water Master Meter	13740 Town Loop Blvd. at Sunchild Academy	4	16	SSPC-SP6 (NACE-3)	HP-1
17	Water Master Meter	Landstar Blvd. at Boca Key	8	22	SSPC-SP6 (NACE-3)	HP-1
18	Water Master Meter	Vacant Lot on Hunter Park Lane Between John Young Parkway and town Loop Blvd.	8	23	SSPC-SP6 (NACE-3)	HP-1
19	Water Master Meter	Balcomb Rd. and Town Center Blvd.at the school	8	24	SSPC-SP6 (NACE-3)	HP-1
20	Water Master Meter	Between Sandy Shoals and Island Cove dr. on Landstar Blvd.	8	23	SSPC-SP6 (NACE-3)	HP-1
21	Water Master Meter	3901 Town Center Blvd. at the Cottages	8	22	SSPC-SP6 (NACE-3)	HP-1
22	Water Master Meter	Oakshire Elementary School on Oakshire Blvd.	8	24	SSPC-SP6 (NACE-3)	HP-1
23	Water Master Meter	Landstar and Town Center	8	13	SSPC-SP6 (NACE-3)	HP-1
24	Water Master Meter	Landstar Blvd. and Amber Lake Blvd.	8	23	SSPC-SP6 (NACE-3)	HP-1
25	Water Master Meter	Southmeadow Dr. at Oakcrest Dr.	6	20	SSPC-SP6 (NACE-3)	HP-1
26	Water Master Meter	Colonial Grand at Heather Glen off of Town Loop Blvd.	8	23	SSPC-SP6 (NACE-3)	HP-1
27	Water Master Meter	Go to Osprey Link Apt. Off of Town Loop Blvd. Look for Bldg. 17 13838 meter is on the northside	8	22	SSPC-SP6 (NACE-3)	HP-1
28	Water Master Meter	At the club house on Sport Club Way off of Hunter Creek Blvd.	8	32	SSPC-SP6 (NACE-3)	HP-1

Site	Туре	Location (Note 1) (Note 5)	Dia. (In)	Approx. Length (LF) (Note 2)	Surface Prep (Note 3)	Coating System (Note 4)
29	Water Master Meter	At the entrance to the Parkway Apt. Homes off of Town Loop Blvd.	8	22	SSPC-SP6 (NACE-3)	HP-1
30	Water Master Meter	Stone Brook Place at Summergreen off of Oakshire Blvd.	8	24	SSPC-SP6 (NACE-3)	HP-1
31	Water Master Meter	Falcon Trace Blvd. and SOBT	8	23	SSPC-SP6 (NACE-3)	HP-1
32	Water Master Meter	NW Corner of Landstar Blvd. and Town center Blvd.	8	21	SSPC-SP6 (NACE-3)	HP-1
33	Water Master Meter	Southeast corner of Substation Rd. and 13001 John Young Parkway	8	23	SSPC-SP6 (NACE-3)	HP-1
34	Water Master Meter	Cross the street from the Parkway Apt. On Town loop Blvd.	8	18	SSPC-SP6 (NACE-3)	HP-1
35 BF5	Backflow Preventer	13301 SOBT at U-Haul	10	12	SSPC-SP6 (NACE-3)	HP-1
37 BF8	Backflow Preventer	Landstar Blvd. and Town Center Blvd.	12	17	SSPC-SP6 (NACE-3)	HP-1
38 BF39	Backflow Preventer	Landstar Blvd. and Town Center Blvd.	8	16	SSPC-SP6 (NACE-3)	HP-1
39 BF34	Backflow Preventer	1384 Landstar Blvd.	8	11	SSPC-SP6 (NACE-3)	HP-1
40 BF32	Backflow Preventer	13832 Landstar Blvd.	8	12	SSPC-SP6 (NACE-3)	HP-1
41 BF18	Backflow Preventer	SOBT and Town Center Blvd. at the CVS/ Pharmacy	12	11	SSPC-SP6 (NACE-3)	HP-1

Site	Туре	Location (Note 2) (Note 5)	Dia. (In)	Approx. Length (LF) (Note 2)	Surface Prep (Note 3)	Coating System (Note 4)
42 BF40	Backflow Preventer	SOBT and Town Center Blvd. at Fridays	8	12	SSPC-SP6 (NACE-3)	HP-1
43 BF7	Backflow Preventer	13300 SOBT at Cracker Barrel	12	12	SSPC-SP6 (NACE-3)	HP-1
45 BF3	Backflow Preventer	13300 SOBT at Cracker Barrel	10	15	SSPC-SP6 (NACE-3)	HP-1
46 BF2	Backflow Preventer	Entrance to Target Super Store off Town Center Blvd. west of SOBT	10	15	SSPC-SP6 (NACE-3)	HP-1
47 BF23	Backflow Preventer	Entrance to BB&T Bank off Town Center just west of SOBT	6	9	SSPC-SP6 (NACE-3)	HP-1
48 BF31	Backflow Preventer	5741 Town Center Blvd	8	12	SSPC-SP6 (NACE-3)	HP-1
49 BF13	Backflow Preventer	Chase Bank at the NW corner of John Young Parkway and Town Loop Blvd.	6	9	SSPC-SP6 (NACE-3)	HP-1
50 BF36	Backflow Preventer	West of the entrance to Hunter Creek Plaza off of Town Center Blvd.	8	11	SSPC-SP6 (NACE-3)	HP-1
51 0RW	Reclaimed Water Meter	Southmeadow on Flower Field Lane	4	17	SSPC-SP6 (NACE-3)	HP-1
52 01RW	Reclaimed Water Meter	SE Corner of Southmeadow at Oakcrest	4	15	SSPC-SP6 (NACE-3)	HP-1
53 02RW	Reclaimed Water Meter	Southeast corner of the entrance to the Fairways off of John Young Parkway between Hunter Creek Blvd. and Town Loop Blvd.	6	19	SSPC-SP6 (NACE-3)	HP-1



ORANGE COUNTY UTILITIES DEPARTMENT

South Area Phase – Key Map













ORANGE COUNTY UTILITIES DEPARTMENT





ORANGE COUNTY UTILITIES DEPARTMENT







ORANGE COUNTY UTILITIES DEPARTMENT





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