PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Agenda Item # 3K-8

#### AGENDA ITEM SUMMARY

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meeting Date:	 May 15, 2007	Consent [X] Public Hearing [ ]	Regular [ ]
Submitted By: Submitted For:	Water Utilities Department Water Utilities Department		

### I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: A) Contract with Tremron, Inc. for construction materials required for the Southern Region Water Reclamation Facility (SRWRF) Storm Water Endwall Repair Project in the amount of \$3,122; and B) Contract with Murray Logan Construction, Inc. for construction of the SRWRF Storm Water Endwall Repair Project in the amount of \$13,535.

**Summary:** The Board of County Commissioners delegated the authority to execute construction contracts valued less than \$200,000 to the Department Director in accordance to Palm Beach County Purchasing Code. After these contracts are executed by the contractor and the department, they must be recorded by the County Clerk's Office. This agenda item recommends the Board receive and file the agreements so they may be properly recorded.

#### WUD 07-061 District 5 (JM)

**Background and Justification:** The Department's SRWRF requires repair of existing storm water end wall structures. To expedite this work, the Department was able to piggyback existing contracts in place with Lake Worth Drainage District (LWDD) for such work. The construction materials will be provided by Tremron, Inc. in accordance with the LWDD Contract for "Materials for the Revetment Installation of the North Side of the Lateral 30 Canal Jog Road to Control Structure No. 11; Project Number 06-8035S.02" in an amount not to exceed \$3,122.00. Construction activities will be performed by Murray Logan Construction, Inc. in accordance with the LWDD Contract for "Revetment Installation of the North Side of the Lateral 30 Canal Jog Road to Canal Jog Road to Control Structure No. 11; Project Number 06-8035S.02" in an amount not to exceed \$3,122.00. Construction activities will be performed by Murray Logan Construction, Inc. in accordance with the LWDD Contract for "Revetment Installation of the North Side of the Lateral 30 Canal Jog Road to Control Structure No. 11; Project Number 06-8035S.01" in an amount not to exceed \$13,535.

#### Attachments:

Submitted For:

- 1. Location Map
- 2. Two Original Contracts with Tremron, Inc.
- 3. Two Original Contracts with Murray Logan Construction, Inc.

Recommended By:	Kusha L. Juca	
	Department Director	Date
Approved By:	Kannon R. La Rocque	5/8/07
/	Assistant County Administrator	Date

### **II. FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	20010	2011
Operating Expenditures External Revenues Program Income (County)	<u>16,657.00</u> <u>0</u> <u>0</u>	<u>0</u> 0 0		<u>0</u> <u>0</u> <u>0</u>	0 0 0
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	16 <u>6</u> 57	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.:	Fund <u>4001</u>	Dept <u>720</u>	Unit <u>2582</u>	Object 46	<u>15</u>

Is Item Included in Current Budget? Yes X

Reporting Category N/A

Debra movert

No

# B. Recommended Sources of Funds/Summary of Fiscal Impact:

One time operating expense to be funded by user fees.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

B. Legal Sufficiency:

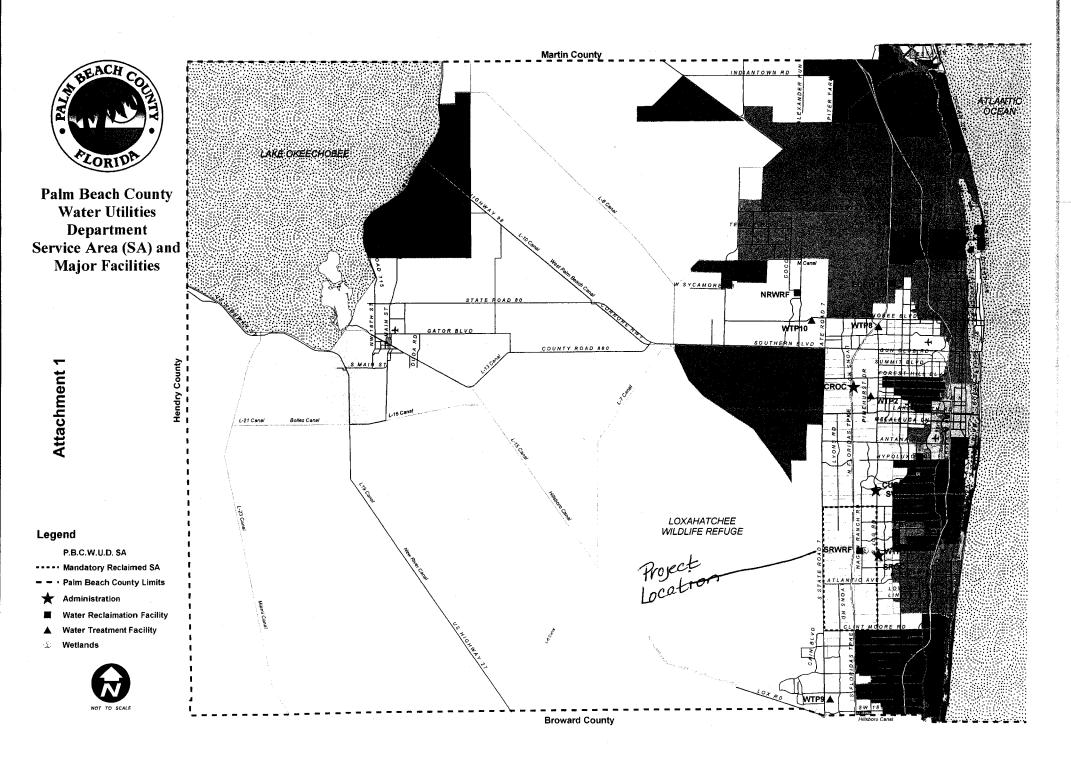
Assistant

C. Other Department Review:

**Department Director** 

This summary is not to be used as a basis for payment.

act Deve nent



# <u>C O N T R A C T</u>

THIS CONTRACT, made and entered into \_\_\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and <u>Murray Logan Construction, Inc.</u>, hereinafter referred to as the "CONTRACTOR".

#### WITNESSETH:

That the said Contractor having been awarded the contract for the:

Revetment Installation of the North Side of Lateral 30 Canal

Jog Road to Control Structure No. 11

PROJECT NUMBER 06-8035S.01

in accordance with the Contractor's Agreement with the <u>Lake Worth Drainage District</u>, dated <u>August 3, 2006</u> and numbered <u>06-8035S.01</u>, the terms of which are hereby incorporated by reference and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract. All references to the Lake Worth Drainage District shall be construed as references to Palm Beach County.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of <u>Thirteen Thousand Five Hundred Thirty-Five Dollars</u> (\$13,535.00), as shown in the attached quotation, Appendix A. The prices named in the Contract are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will

Contract - 1

maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be <u>30</u> calendar days. The time limit for the Final of all work under this contract shall be <u>60</u> calendar days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

> PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS

A. Beaudet, Dire

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Assistant County Attorney

(witness signature)

(witness name printed) (witness signature)

PLICE Gr. Smith

(witness name printed)

"CONTRACTOR"

BY: MURAAY COGAN CONSI Murray Logan Construction, Inc. a Florida corporation

£// By: Edward F. O'Leary,

Its Vice President

(date of execution)

\_\_\_, 2006

Contract - 2

# (Corporate Seal)

MURRAY LOGAN CONSTRUCTION, INC. General Contractors 313 65<sup>TH</sup> Trail North West Palm Beach, FL 33413

APPENDIX

Phone: 561-686-3948 Fax: 561-686-7465

DATE: 10-26-06

QUOTATION

TO: PBCWUD

ATTN.: Diana Rivera, P.E.

NAME OF PROJECT: SRWRF Outfall to LWDD E-2E Restoration

LOCATION: Hagen Ranch Road, Delray Beach

PLANS & SPECIFICATIONS:

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO PERFORM THE FOLLOWING:

Mobilize equipment, remove and dispose of existing headwall, reslope canal bank, install (4) 8' wide x 26' long mats on filter fabric around outfall pipe to establish a 32' canal bank stabilization using Petroflex H-416 concrete block cabled together system per LWDD specifications. Supply and install grout around outfall pipe, reshape canal bank, regrade top of bank and resod disturbed areas.

1. Mobilization ......\$9,100.00

Total Lump sum......\$13,535.00

PBCWUD to purchase and supply mats to site utilizing the existing LWDD contract with Tremron (LWDD contract includes delivery to site).

MURRAY LOGAN CONSTRUCTION, INC. CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS.

BUYER'S SIGNED ACCEPTANCE WILL CONSTITUTE A BINDING CONTRACT. IN THE EVENT THERE IS ANY DEFAULT IN PAYMENT DUE UNDER THIS CONTRACT AND THE SAME IS PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION, THE PURCHASER AND/OR PURCHASERS HEREBY AGREE TO PAY ALL COST OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES.

ACCEPTED:

MURRAY LOGAN CONSTRUCTION, INC.

EDWARD F. O'LEARY TITLE: VICE PRESIDENT

DATE:

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	Murray Logan Const	ruction, Inc	INSURER O:			
	Attn: Mr. David I 313 65 Trail North		INSURER D	······		
	West Palm Beach FI	, 33413	INSURER E:			
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#### BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA

Southern Region Water Reclamation Facility -Revetment Materials for Storm Water Endwall Repair

Project No. WUD 07-061

#### CONTRACT DOCUMENTS BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, AND TECHNICAL SPECIFICATIONS

Palm Beach County Water Utilities Department P.O. Box 16097 West Palm Beach, FL 33416-6097

8100 Forest Hill Boulevard West Palm Beach, FL 33413 FAX: (561) 493-6113 E-Mail Address: drivera@pbcwater.com

# CONTRACT

THIS CONTRACT, made and entered into  $\underline{Jawary} 24, 200$ , between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and <u>Tremron, Inc.</u>, hereinafter referred to as the "CONTRACTOR".

### WITNESSETH:

That the said Contractor having been awarded the contract for the:

Materials for the Revetment Installation of the North Side of Lateral 30 Canal

Jog Road to Control Structure No. 11

PROJECT NUMBER 06-8035S.02

in accordance with the Contractor's Agreement with the <u>Lake Worth Drainage District</u>, dated <u>August 2, 2006</u> and numbered <u>06-8035S.02</u>, the terms of which are hereby incorporated by reference and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract. All references to the Lake Worth Drainage District shall be construed as references to Palm Beach County.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of <u>Three Thousand One Hundred and Twenty-two Dollars</u> (\$3,122.00).

The contract price is based on Shoreblock BD with stainless steel cable. Quantities are as follows:

4 mats 8'x26' at \$3.50/square feet	\$2,912.00
1,000 feet of filter fabric at \$0.21/square feet	\$210.00

The prices named in the Contract are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same

until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be <u>30</u> calendar days. The time limit for the Final of all work under this contract shall be <u>60</u> calendar days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

> PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS

By:

APPROVED AS TO FORM AND LEGAL

1 her Aśsistant County Atto/nely

(witness signature)

(witness name printed)

(witness signature)

(witness name printed)

helm (witness name printed)

"CONTRACTOR"

By: Tremron, Inc. A Florida corporation By: Marisa Pacitti, Its Vice President

B pc. \_\_\_\_, 2006 (date of execution)

(Corporate Seal)

ACORD, CERTIFICATE O	F LIABILITY INSURANCE	DATE (MM/DD/YYYY)
PRODUCER Seitlin 9800 NW 41 St., #300 Miami FL 33178	THIS CERTIFICATE IS ISSUED AS A MATTER ONLY AND CONFERS NO RIGHTS UPON HOLDER. THIS CERTIFICATE DOES NOT AM ALTER THE COVERAGE AFFORDED BY THE	THE CERTIFICATE
(305) 513-5975 (305) 640-9703	INSURERS AFFORDING COVERAGE	NAIC #
Tremron, Inc.	INSURER A: Travelers Property Casualty Co INSURER B: Travelers Indemnity Company of	25674 25682
11321 N.W. 138TH STREET MIAMI FL 33178	INSURER C: Bridgefield Employers Insuranc INSURER D: INSURER E	10701

#### COVERAGES

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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TR INS	RD TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)		LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE		
в	X COMMERCIAL GENERAL LIABILITY	¥630-183X6869-TCT-06	7/1/2006	7/1/2007	DAMAGE TO RENTED PREMISES (Ea occurrence	\$	<u>1,000,00</u> 300,00
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	HIRED AUTOS						
	NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
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wo	X RETENTION \$ 10,000					\$	
EM	RKERS COMPENSATION AND PLOYERS' LIABILITY	830-35123	9/21/2006	9/21/2007		TH- ER	
AN) OFF	PROPRIETOR/PARTNER/EXECUTIVE		:		E.L. EACH ACCIDENT	\$	500,00
lf ye	s, describe under				E.L. DISEASE - EA EMPLO	YEE \$	500,00
OTH	CIAL PROVISIONS below				E.L. DISEASE - POLICY LI	VIT \$	500,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is Additional Insured as respects to General Liability per required written contract subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION Palm Beach County Board of County Commissioners DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL 301 N. Olive Avenue IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. West Palm Beach FL 33401 AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

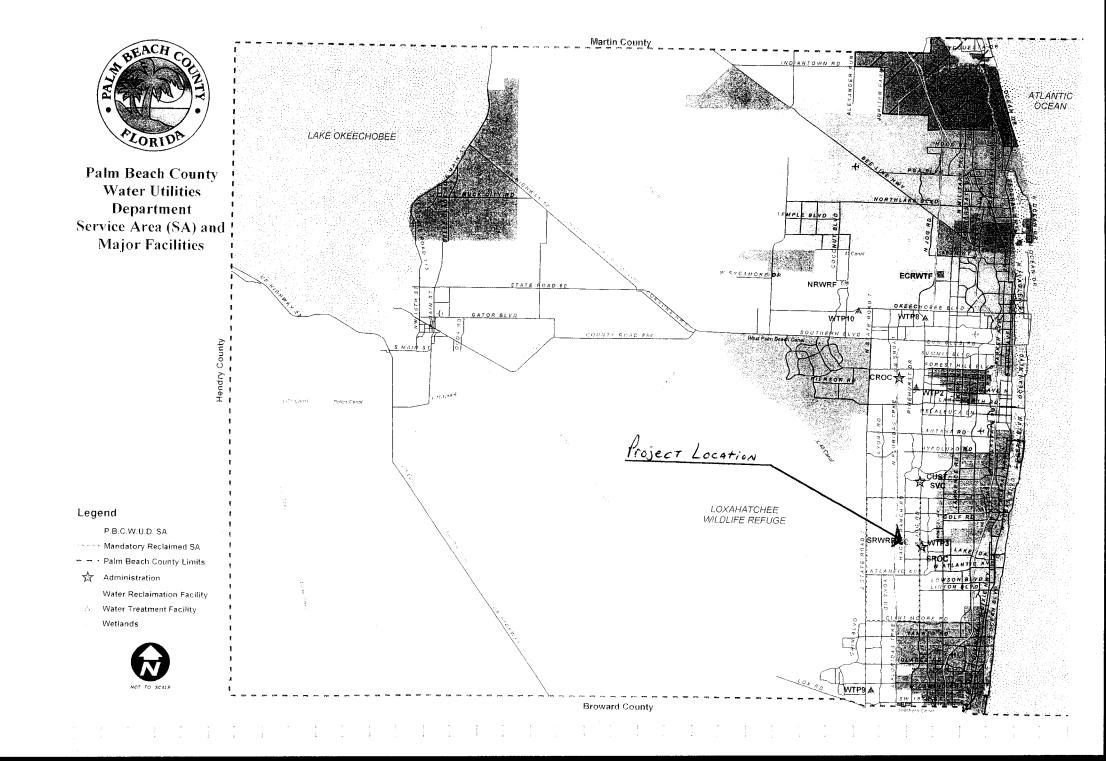
#### Scope of Work

This project is needed to repair the storm water endwall structure on the west side of our Southern Region Water Reclamation Facility (Hagen Ranch Road, south of Flavor Pict Road in Boynton Beach) at the LWDD E-2-E Canal. A location map is enclosed.

The sandy soil has washed away from the back of the endwall structure. We are proposing to remove the existing endwall & concrete cap, excavate the sandy soil and replace with suitable backfill material, compact, regrade and install Shoreblock BD (also known as Petraflex) and filter fabric.

Palm Beach County Water Utilities Department has piggybacked onto the LWDD contract that Tremron holds for supplying filter cloth and revetment mats. An original contract signed by Jim Mize and Bevin A. Beaudet is enclosed. A second LWDD contract with Murray Logan Construction (06-8035S.01) will be utilized for installation of the materials upon receipt.

Attached is the Tremron contract with LWDD for supplying materials for revetment projects (06-8035S.02).





August 2, 2006

LAKEWORTH DRAINAGE DISTRICT 13081 Military Trail Delray Beach, FL 33484

ATTN: MARK PERRY

RE: LWDD L-30 Canal Contract No. 06-8035S.02

Dear Mark:

Enclosed please find three (3) duplicate original Contracts fully executed as per your request.

Thank you for the opportunity to work once again with the District.

Sincerely, TREMRON, INC

MARISA PACITTI VICE PRESIDENT

MP:ep Enclosures

> RECEIVED AUG - 3 2006 LWDD

U6- 2355 .02

Manufacturer of Pavers, Retaining Walls and Erosion Control Products

11321 NW 112th Court • Medley, Florida 33178 • Phone (305) 825-9000
2885 St. Clair Street • Jacksonville, Florida 32254 • Phone (904) 359-5900
3144 Highway 17 NE • Arcadia, Florida 34266 • Phone (863) 491-0990
www.tremron.com

# CONTRACT NO. <u>06-80358.02</u>

# Contract for Sale of Goods

Agreement made this <u>A</u> day of <u>AUGUST</u>, 2006, between TREMRON MISSIN, INC., of 11321 N.W. 138<sup>th</sup> Street, City of Miami, County of Dade, State of Florida, a corporation organized and existing under the laws of the State of Florida, seller, and LAKE WORTH DRAINAGE DISTRICT, of 13081 Military Trail, City of Delray Beach, County of Palm Beach, State of Florida, buyer.

#### Section One.

#### Sale

Seller agrees to sell and deliver and buyer agrees to buy, receive, and pay for during the term and in accordance with the provisions of this contract the quantity set forth below of the products named below, and at the prices specified.

Seller agrees to meet all conditions, specifications, and requirements, as provided in the Bid Specifications.

#### Section Two.

#### Products

In the performance of their respective obligations, seller will deliver and buyer will receive and pay for the following grades and/or brands of products of the kind and quality marketed by seller at the time and place of deliver, as set forth below:

Erosion Control Block [8' X 40' Shore Block BD] with Stainless Steel Cable and Filter Fabric, Crimps, Crimpers and Spreader Bar(s)

#### A. Quantities

First thirty (30) calendar days – 400 mats Daily production – 20 mats Weekly production – 100 mats Until Completion of Job

# B. Method and Place of Delivery

Revetment mats to be delivered to the jobsite commencing November 15, 2006, and until completion or cancellation of job. TREMRON will deliver 10 truckloads per day for two weeks; and thereafter 10 truckloads per/day every other week.

Filter Fabric to be delivered to the jobsite commencing November 1, 2006. Spreader bars have previously been delivered to Murray Logan Construction, Inc. Crimps and crimpers to be delivered to the job site November 1, 2006.

#### Section Three.

# **Terms of Payment**

Payment requests to buyer shall be in the form of approved invoices with corresponding delivery tickets signed by Murray Logan Construction, Inc. and approved by Bridge Design Associates, Inc.

#### Section Four.

### **Duration of Contract**

This contract shall continue in effect for a period of 300 days from October 15, 2006 to August 11, 2007.

In addition to all other available remedies, seller may terminate this contract upon any default by buyer under this contract. Any termination shall be without prejudice to accrued rights of seller. All rights and remedies of seller are cumulative. Without prejudice to other rights or remedies, seller may, during any default by buyer, suspend deliveries.

#### Section Five.

# **Product Prices**

The product prices of <u>\$3.50 per sq. ft. for Shore Block BD Erosion Control</u> <u>Block with Stainless Steel Cable and \$.21 per sq. ft. for Filter Fabric</u> shall be a guaranteed price for other possible projects until December 31, 2006.

#### Section Six.

#### Warranty

Seller warrants to buyer that all products delivered under an order shall be free from defects in materials and workmanship, that all products will conform to the requirements of the order including, but not limited to, the applicable descriptions, specifications, and drawings that shall have been agreed to by the parties and, to the extent such items are not manufactured pursuant to detailed designs furnished by buyer, that all items will be free from all defects in design and installation; and shall be suitable for the intended purposes. The warranty period shall extend to final acceptance by buyer in accordance with the final acceptance test procedures as mutually agreed between buyer and seller, whichever occurs last.

All units shall be sound and free from defects that would impair the strength or performance of the product. Cracks incidental to the usual methods of manufacture and chipping resulting from customary methods of handling in shipping, deliver, transfer or placement shall not be deemed grounds for rejection.

### Section Seven.

#### Changes

Seller shall not initiate or make any change or modification in the performance, specification, design, materials, or components in or of the product without, in each case, having received buyer's prior written consent to any proposed change or modification. The acceptance of any product that has been so changed or modified without buyer's prior written consent shall be subject to revocation and buyer may reject such product at any time in spite of any time limitations contained elsewhere in this agreement. Further, seller shall be liable and shall defend, indemnify, and hold buyer harmless for any claims or damages, direct or indirect, incidental or consequential, arising from or occasioned by any change or modification to the product that has not been approved by buyer, notwithstanding any other limitations or waivers of liability, warranty, or remedy contained in this agreement.

#### Section Eight.

#### Indemnification

Seller agrees to indemnify and hold harmless buyer, its officers, agents, and employees, from and against any and all liabilities, damages, losses, costs, and expenses for injury or death of any officer, agent, or employee of seller, arising out of or in connection with products and services to be provided under this agreement. Buyer agrees to indemnify and hold harmless seller and its officers, from and against all liabilities, damages, losses, costs, and expenses for injury or death of any officer, agent, or employee of buyer, arising out of or in connection with products and services to be

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provided under this agreement. Seller and buyer also each agree to release and waive any liability of any claim against the other, its officers, agents, and employees, for loss of or damage to property, including loss of use arising directly or indirectly out of or in connection with the other's performance under this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

WITNESSES (1) Witness Signature Me IA Printed Name of Witness CI-V (2) Witness Signature

FERNANDO GJERRERO Printed Name of Witness

ARISA Printed Name and Title

CORPORATE SEAL

Witness Signature

Printed Name of Witness

(2) Witness Signature

Printed Name of Witness

LAKE WORTH DRAINAGE DISTRICT

By: Stanley Weaver, resident Attest: 11 William G. Winters, Secretary

CORPORATE SEAL



VIA FAX

October 31, 2006

Palm Beach County Water Utilities Department 8100 Forest Hill Blvd. West Palm Heach, Florida 33413

Attn: Diana Rivera Engineering Division

#### RE: Southern Regional Water Reclamation Facility Boynton Beach, Fl

Dear Ms. Rivera:

I am in receipt of your fax regarding the above project and you request to piggyback this contract onto the LWDD contract.

I have no problem attaching this contract to the LWDD contract pursuant to Tremron's payment terms and conditions.

The price is based on Murray Logan's quotation for 4 mats @ 8'wide x 26' long 4' open cell Shorebleck BD with stainless steel cable.

4 mats 8'x26' @ \$ 3.50/sqft	=	\$ 2,912.00
1000' of filter fabric @ \$ 0.21/sqft		\$ 210.00

Please note this is NOT a lump sum contract. It is a unit price contract.

It is Palm Beach County Utilities responsibility to ensure complete and safe access for the tractor trailers delivering product. Payment for materials is due within 15 days of invoice date.

If you have any questions, please feel free to contact me.

Sincerely, REMRON, INC RISA PAČITTI VICE PRESIDENT

Mp:cp

Mariufacturer of Pavers, Retaining Walls and Erosion Control Products 11321 NW 112th Court • Medley, Florida 33178 • Phone (305) 825-9000 2885 St. Clair Street • Jacksonville, Florida 32254 • Phone (904) 359-5900 3144 Highway 17 NE • Arcadla, Florida 34266 • Phone (863) 491-0990 www.tremron.com

	SUPPLY BID FORM - BASE BID - NORTH SIDE ONLY RFB#_JMA 10355, 0.2 (NOrthside)					
ITEM	DESCRIPTION	UNIT OF MEASURE	BID QUANTITY	UNIT PRICE	TOTAL AMOUNT	
1	Filter Cloth (32' x 100' rolls)	Square Foot	185,600 S.F.	\$ .20	\$37,120	
2	Revetment Mats (8' x 28')	Square Foot	152,768 S.F.	\$ 3.39	\$517,88352	
3	Crane Spreader Bar	Lump Sum	1	\$0.00	\$0.00	
4	Forklift Spreader Bar	Lump Sum	1	\$0.00	\$0.00	
5	Crimp Tools	Lump Sum	2	\$0.00	\$0.00	
Subtotal	Bid Price				\$555,003 <sup>52</sup>	
Optional	, Early Payment Discount of	<u>of%,</u>	Days		(\$)	
NET TO	TAL BID PRICE				\$ 555,00352	
Busines	print legibly or type (exc s name and signature of th pear on this page.	luding the signa ne authorized Co	ture). The Cor rporate Officer, P	poration, Partners artner or Individua	ship or Individual al making this bid,	
BIDDEF	'S BUSINESS NAME:	remron	Inc			
ADDRE	55: 11321 NW 117	NW 138th	medley	FL 33:\$7	8	
TELEPH		-9000	FAX NO.: 30	5-823-66	14	
TYPE C	F ENTITY (Check One): DRATION PARTNE	ERSHIP IN				
IF A CO (If a nor	RPORATION, STATE OF -Florida corporation, attacl	INCORPORATIO	ON: FIGU du	conduct busines	s in Florida).	
FEDER	FEDERAL EMPLOYER IDENTIFICATION NUMBER (if a Corporation or Partnership) or SOCIAL SECURITY NUMBER (if an individual):					
AGREE TO EXTEND UNIT PRICES TO OTHER GOVERNMENTAL AGENCIES?						
BIDDEF	BIDDER (OR AGENT'S) SIGNATURE:					
DATED	: 62100	· · · · · · · · · · · · · · · · · · ·	TITLE: VY			

IF BIDDER IS A CORPORATION, AFFIX CORPORATE SEAL.

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ITEM	DESCRIPTION	UNIT OF MEASURE	BID QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Filter Cloth (32' x 100' rolls)	Square Foot	371,200 S.F.	\$ .21	\$ 77.955
2	Revetment Mats (8' x 28')	Square Foot	305,536 S.F.	\$ 3,50	9,069,376
3	Crane Spreader Bar	Lump Sum	1	\$0.00	\$0.00
4	Forklift Spreader Bar	Lump Sum	1	\$0.00	\$0.00
5	Crimp Tools	Lump Sum	2	\$0.00	\$0.00
	I Bid Price				\$1, 147, 3280
Optiona	I, Early Payment Discount	of %,	Days		(\$)
	DTAL BID PRICE		······································		\$1,147,328°
Busines must ap BIDDEF ADDRE	print legibly or type (ex as name and signature of opear on this page. P'S BUSINESS NAME: ESS: 11321 NW 1 (Sorme	Trem ron 13th Ct	Inc. The rive	dley, FL 3	53178
TELEPHONE NO .: 305-825-9000 FAX NO .: 305-323-6614					
TYPE OF ENTITY (Check One): CORPORATION PARTNERSHIP INDIVIDUAL					
TYPE ( CORP					
CORP	DODATION STATE OF		N Florid	CA o conduct busines	ss in Florida).
CORP IF A CO (If a no FEDEF		F INCORPORATION ch documentation	ON: Flurid of authorization t	o conduct busines	ss in Florida). rship) or SOCIA
CORP IF A CO (If a no FEDEF SECUF	DRPORATION, STATE O n-Florida corporation, atta RAL EMPLOYER IDENT	F INCORPORATION ch documentation IFICATION NUM Idual):	DN: $F(c)O$ of authorization to BER (if a Corpo $COC^{2}$	o conduct busines pration or Partne	ss in Florida). rship) or SOCIA

IF BIDDER IS A CORPORATION, AFFIX CORPORATE SEAL.

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November 7, 2006

Palm Beach County Water Utilities Department 8100 Forest Hill Blvd. West Palm Beach, Fl 33416

Attn: Diana Rivera

Dear Diana:

Pursuant to our discussion please be advised that Shoreblock BD is the same product as Petraflex. All references to Shoreblock BD in the Lakeworth Drainage Contract conform to the same specifications as Petraflex. The Lakeworth Drainage District Project with which you desire to piggyback this contract is in fact utilizing Shoreblock BD.

If you have any additional questions, please feel free to contact me.

Sincerely, TREMRON, INC.

Marisa Pacitti Vice President



LAKE WORTH DRAINAGE DISTRICT

13081 MILITARY TRAIL DELRAY BEACH, FLORIDA 33484-1105 Board of Supervisors C. Stanley Weaver John I. Whitworth III Murray R. Kalish C. David Goodlett James M. Alderman Secretary/Manager William G. Winters Assistant Manager Ronald L. Crone Attorney

Perry & Kern, P.A.



September 5, 2006

Ms. Diana Rivera Palm Beach County Water Utilities Department 8100 Forest Hill Blvd. West Palm Beach, FL 33413

# Subject: Copies of Lake Worth Drainage District Contract and Bid Package

Dear Ms. Rivera:

Enclosed please find the requested copies of contracts and bid packages for the Lake Worth Drainage District L-30 Revetment Project. If you have any questions please do not hesitate to contact Mr. Ronald Crone, Assistant Manager, at this office.

Sincerely yours,

LAKE WORTH DRAINAGE DISTRICT

Esenjay

Rosemary Rayman Dir. Of Information Services

Cc: Ronald Crone, Assistant Manager



August 2, 2006

LAKEWORTH DRAINAGE DISTRICT 13081 Military Trail Delray Beach, FL 33484

ATTN: MARK PERRY

RE: LWDD L-30 Canal Contract No. 06-8035S.02

Dear Mark:

Enclosed please find three (3) duplicate original Contracts fully executed as per your request.

Thank you for the opportunity to work once again with the District.

Sincerely, TREMRON, INC

MARISA PACITTI VICE PRESIDENT

MP:ep Enclosures

> RECEIVED AUG - 3 2006 LWDD

06-30355.02

Manufacturer of Pavers, Retaining Walls and Erosion Control Products 11321 NW 112th Court • Medley, Florida 33178 • Phone (305) 825-9000

 □ 2885 St. Clair Street • Jacksonville, Florida 32254 • Phone (904) 359-5900
 □ 3144 Highway 17 NE • Arcadia, Florida 34266 • Phone (863) 491-0990 www.tremron.com

#### CONTRACT NO. <u>06-8035</u>S.02

# **Contract for Sale of Goods**

Agreement made this <u>A</u> day of <u>ACAST</u>, 2006, between TREMRON <u>MEDIAN</u>, INC., of 11321 N.W. 138<sup>th</sup> Street, City of Miami, County of Dade, State of Florida, a corporation organized and existing under the laws of the State of Florida, seller, and LAKE WORTH DRAINAGE DISTRICT, of 13081 Military Trail, City of Delray Beach, County of Palm Beach, State of Florida, buyer.

#### Section One.

#### Sale

Seller agrees to sell and deliver and buyer agrees to buy, receive, and pay for during the term and in accordance with the provisions of this contract the quantity set forth below of the products named below, and at the prices specified.

Seller agrees to meet all conditions, specifications, and requirements, as provided in the Bid Specifications.

#### Section Two.

#### Products

In the performance of their respective obligations, seller will deliver and buyer will receive and pay for the following grades and/or brands of products of the kind and quality marketed by seller at the time and place of deliver, as set forth below:

### Erosion Control Block [8' X 40' Shore Block BD] with Stainless Steel Cable and Filter Fabric, Crimps, Crimpers and Spreader Bar(s)

#### A. Quantities

First thirty (30) calendar days – 400 mats Daily production – 20 mats Weekly production – 100 mats Until Completion of Job

1

Contract No. 06-8035S.02

# B. Method and Place of Delivery

Revetment mats to be delivered to the jobsite commencing November 15, 2006, and until completion or cancellation of job. TREMRON will deliver 10 truckloads per day for two weeks; and thereafter 10 truckloads per/day every other week.

Filter Fabric to be delivered to the jobsite commencing November 1, 2006. Spreader bars have previously been delivered to Murray Logan Construction, Inc. Crimps and crimpers to be delivered to the job site November 1, 2006.

### Section Three.

# Terms of Payment

Payment requests to buyer shall be in the form of approved invoices with corresponding delivery tickets signed by Murray Logan Construction, Inc. and approved by Bridge Design Associates, Inc.

# Section Four.

#### **Duration of Contract**

This contract shall continue in effect for a period of 300 days from <u>October 15,</u> 2006 to August 11, 2007.

In addition to all other available remedies, seller may terminate this contract upon any default by buyer under this contract. Any termination shall be without prejudice to accrued rights of seller. All rights and remedies of seller are cumulative. Without prejudice to other rights or remedies, seller may, during any default by buyer, suspend deliveries.

#### Section Five.

#### **Product Prices**

The product prices of <u>\$3.50 per sq. ft. for Shore Block BD Erosion Control</u> <u>Block with Stainless Steel Cable and \$.21 per sq. ft. for Filter Fabric</u> shall be a guaranteed price for other possible projects until December 31, 2006.

#### Section Six.

#### Warranty

Seller warrants to buyer that all products delivered under an order shall be free from defects in materials and workmanship, that all products will conform to the requirements of the order including, but not limited to, the applicable descriptions, specifications, and drawings that shall have been agreed to by the parties and, to the extent such items are not manufactured pursuant to detailed designs furnished by buyer, that all items will be free from all defects in design and installation; and shall be suitable for the intended purposes. The warranty period shall extend to final acceptance by buyer in accordance with the final acceptance test procedures as mutually agreed between buyer and seller, whichever occurs last.

All units shall be sound and free from defects that would impair the strength or performance of the product. Cracks incidental to the usual methods of manufacture and chipping resulting from customary methods of handling in shipping, deliver, transfer or placement shall not be deemed grounds for rejection.

#### Section Seven.

#### Changes

Seller shall not initiate or make any change or modification in the performance, specification, design, materials, or components in or of the product without, in each case, having received buyer's prior written consent to any proposed change or modification. The acceptance of any product that has been so changed or modified without buyer's prior written consent shall be subject to revocation and buyer may reject such product at any time in spite of any time limitations contained elsewhere in this agreement. Further, seller shall be liable and shall defend, indemnify, and hold buyer harmless for any claims or damages, direct or indirect, incidental or consequential, arising from or occasioned by any change or modification to the product that has not been approved by buyer, notwithstanding any other limitations or waivers of liability, warranty, or remedy contained in this agreement.

#### Section Eight.

#### Indemnification

Seller agrees to indemnify and hold harmless buyer, its officers, agents, and employees, from and against any and all liabilities, damages, losses, costs, and expenses for injury or death of any officer, agent, or employee of seller, arising out of or in connection with products and services to be provided under this agreement. Buyer agrees to indemnify and hold harmless seller and its officers, from and against all liabilities, damages, losses, costs, and expenses for injury or death of any officer, agent, or employee of buyer, arising out of or in connection with products and services to be

3

Contract No. 06-8035S.02

provided under this agreement. Seller and buyer also each agree to release and waive any liability of any claim against the other, its officers, agents, and employees, for loss of or damage to property, including loss of use arising directly or indirectly out of or in connection with the other's performance under this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

WINTRESSES (1)Witness Signature ρ Printed Name of Witness 1.0

(2) Witness Signature

FERNANDO GJERRERO Printed Name of Witness

ATLISA Printed Name and Title

CORPORATE SEAL

Witness Signati

Printed Name of Witness

(2) Witness Signature

Printed Name of Witness

LAKE WORTH DRAINAGE DISTRICT

By: Stanlev aver President Attest: William G. Winters, Secretary

CORPORATE SEAL

# BIDDING SCHEDULE FOR MATERIALS FOR THE REVETMENT INSTALLATION OF THE NORTH SIDE OF LATERAL 30 CANAL JOG ROAD TO CONTROL STRUCTURE NO. 11 (Including Alternate – Both Sides)

# LWDD Project No. 06-8035S.02

I	Advertise for Bids	Sunday, May 21, 2006 & May 28, 2006
Π	Bid package available	Monday, May 22, 2006 \$40.00
III	Mandatory Pre-Bid meeting	Wednesday, June 14, 2006 @ 2:00 P.M.
IV	Bid Opening (60 day price hold)	Friday, June 23, 2006 @ 10:00 A.M.
V	Award of Bid (District Board Meeting)	Wednesday, July 12, 2006,
VI	Notice to proceed after award.	

VII Pre-construction meeting prior to start of construction.

William G. Winters, Manager, LWDD Ronald L. Crone, Assistant Manager, LWDD Joann M. Aylor, Executive Secretary, LWDD Mark A. Perry, Legal Counsel for LWDD

c:

06-8032 2. U J

# LAKE WORTH DRAINAGE DISTRICT

# **SPECIFICATIONS FOR**

# MATERIALS FOR REVETMENT INSTALLATION OF NORTH SIDE OF LATERAL 30 CANAL JOG ROAD TO CONTROL STRUCTURE NO. 11 (Including Alternate – Both Sides)

LWDD Project #06-8035S.02

Consulting Engineer Bridge Design Associates, Inc.

Date: May 22, 2006

# Memorandum

**Date:** May 22, 2006

To: All qualified firms, contractors, consultants, organizations, persons and joint ventures, or other entities submitting a response to this RFB.

From: Ronald L. Crone, Assistant Manager

Re: Materials for the Revetment Installation of the North Side of Lateral 30 Canal: Jog Road to Control Structure No. 11 (Including Alternate – Both Sides) LWDD Project No. 06-8035S.02

For your information, all responses to the Request for Bid in conjunction with the referenced project should be organized for submittal to the Lake Worth Drainage District in the following sequence:

- 1. Letter of Transmittal
- 2. Technical Response (Qualifications & Experience)
- 3. Supplemental Information:
  - a. summary of any litigation filed against respondent
  - b. financial statements for past two years, annual reports, or similar evidence of respondent's financial stability.
  - c. any additional information pertinent for consideration
  - d. based on respondent's review of the sample contract, any changes of deviations respondent would like LWDD to consider.

### 4. Attachments:

- A. Signed Receipts for Addenda
- B. Sworn Statement of Public Entity Crimes
- C. Statement of Business Organization
- D. Schedule of Sub-Contractor Participation
- E. Certificate of Insurance
- F. Bid Bond
- G. Schedule of Production Capabilities
- H. Bid Form
- 5. Contract for Sale of Goods.

### LAKE WORTH DRAINAGE DISTRICT 13081 Military Trail Delray Beach, Florida 33484 (561)498-5363 or (561)737-3835

### INVITATION TO BID FOR MATERIALS FOR THE REVETMENT INSTLALATION OF THE NORTH SIDE OF LATERAL 30 CANAL JOG ROAD TO CONTROL STRUCTURE NO. 11 (Including Alternate – Both Sides)

Bid documents may be obtained at the address below. All Bids must be received at the address below no later than 10:00 AM, Tuesday, June 23, 2006, at which time all Bids will be publicly opened and read.

There will be a Mandatory Pre-Bid meeting at the offices of Lake Worth Drainage District Wednesday, June 14, 2006 at 2:00 A.M.

All Bids should be submitted in an 8  $\frac{1}{2}$ " x 11" sealed envelope and be delivered or mailed to:

### William G. Winters, Manager Lake Worth Drainage District 13081 Military Trail Delray Beach, Florida 33484

# ENVELOPE MUST BE IDENTIFIED AS SEALED BID #JMA8035S.02(North Side).

The Lake Worth Drainage District reserves the right to accept or reject any or all Bids with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid, which in its judgment, best serves the Lake Worth Drainage District.

#### LAKE WORTH DRAINAGE DISTRICT

#### Ronald L. Crone Assistant Manager

Published: Palm Beach Post - May 21, 2006 and May 28, 2006

#### ITB 1 of 1

# TERMS AND CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

# **GENERAL INFORMATION**

These pages constitute the Bid and/or Contract documents. Complete sets of Bid and/or Contract documents shall be used in preparing Bids. The Lake Worth Drainage District does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid and/or Contract documents. The Bid page(s) is (are) to be filled in, signed, and the entire document sealed in an envelope identified as <u>Sealed</u> <u>Bid JMA8035S.02(North Side)</u> on the outside and mailed or presented to Lake Worth Drainage District on or before the specified time and date specified on the "Invitation to Bid".

It is the sole responsibility of the Bidder to ensure that the Bid reaches the Lake Worth Drainage District on or before the date and time specified in the "Invitation to Bid". The Lake Worth Drainage District shall in no way be responsible for delays caused by any occurrence. Offers by telephone, computer e-mail, telegram or facsimile will not be accepted.

The Bid time must be and shall be observed. Under no circumstances shall bids delivered after the time specified be considered. Such Bids will be time and date marked and returned to the Bidder unopened.

All corrections made by Bidder to the Bid price must be initialed.

Bidders shall not be allowed to modify their Bids after the specific time and date specified on the "Invitation to Bid" for opening. Bid files may be examined during normal working hours, after Bid opening, by appointment.

The submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Bid and/or contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for delivery of specified materials.

For information concerning this Bid, please contact:

William G. Winters or Ronald L. Crone Lake Worth Drainage District 13081 Military Trail Delray Beach, Florida 33484 561-498-5363 or 737-3835

# **TECHNICAL RESPONSE**

This shall be a separate section and include details as follows:

1. Details on the qualifications of the firm, including a summary of the firm's history, experience, and staffing resources.

Details on the qualifications of the individual(s) who will perform the work, including experience in similar work, curriculum vitae, and relevant college, graduate or professional courses.

3. A list of at least three (3) current clients and pertinent reference (include name, address and telephone number) that the District may contact.

A list of at least five (5) former client references pertaining to similar past projects including contact name, address and telephone number, summary of each project scope as it relates to this project (one paragraph), and date that each project was completed. For at least two of the references, include sample work plans, which were used to accomplish the project.

- 5. Indicate the availability of the firm and the individuals proposed to provide the services. Identify the extent and nature of any anticipated outside support.
- 6. If a joint venture or Sub-Contractor arrangement is involved in the response, the respondent must include a list of such parties by name, address and telephone number, including supervisory and professional personnel, and a summary of how the work will be apportioned. The same information requested above in items 1 through 5 must be provided for each Sub-Contractor/joint venture party.

#### **BID SUBMISSION AND OPENING**

The District cautions respondents to assure actual delivery of responses either hand delivered or mailed via U.S. Mail or overnight courier, directly to the Lake Worth Drainage District, 13081 Military Trail, Delray Beach, Florida 33484, prior to the deadline set for opening responses. Receipt of a response by any District office, receptionist or personnel other than William G. Winters, Ronald L. Crone or Joann M. Aylor does not constitute "delivery" as required by this solicitation. Telephone confirmation of timely receipt of the response may be made by calling before the opening time of the response. The District shall not accept or consider responses submitted via facsimile, telephone, telegraph or computer e-mail transmission.

#### **<u>CCEPTANCE/REJECTION</u>**

The Lake Worth Drainage District reserves the right to accept or reject any or all Bids with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid, which in its judgment, best serves the Lake Worth Drainage District. Criteria used by the Lake Worth Drainage District for determining the most responsible Bidder includes, but is not limited to, rates and distribution of costs, whether the Bidder meets Lake Worth Drainage District specifications, the Bidders experience, skill, ability, business judgment, financial capacity, integrity, possession of the necessary facilities or equipment, previous performance, reputation, promptness, insurability, location and any other factor which could reasonably be asserted as being relevant to successful performance.

The District may also re-advertise and solicit for other responses when it is considered to be in the District's interests to do so. The District further reserves the right to cancel this solicitation at any time if it is in the District's interest to do so.

#### **DISCOUNTS**

The District anticipates entering into a Purchase Order with the Bidder who submits the most responsive and responsible Bid. Bid amounts are determined after reduction for early payment discounts offered by the Bidder. The District encourages the offer of early payment discounts as an enhancement to the Bidder's cash flow and a cost savings to the taxpayer. The District will consider and actively attempt to earn all discounts offered by the Bidder. Bidder. The District anticipates award of one Purchase Order, but reserves the right to award more than one rchase Order, or not make any award, if to do so is in the interest of the District.

Page 2 of 7

### ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Bid response shall be evaluated or considered and any and <sup>-1</sup>l such additional terms and conditions shall have no force and effect and are inapplicable to this Bid, whether .bmitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed the general and special conditions in this Bid solicitation are the only conditions applicable to this Bid and the Bidder's authorized signature affixed to the Bidder acknowledgement form attests to this.

## POINTS OF CONTACT AND TIMETABLE FOR INQUIRIES AND ADDENDA

Respondents may contact the District in writing to this solicitation. Points of contact for both technical and administrative inquiries are William G. Winters and Ronald L. Crone. The Lake Worth Drainage District shall not accept any verbal inquires. Any written inquiry received seven (7) or more days prior to the date fixed for opening of Bids will be given consideration. Those received within six (6) days prior to the date fixed for opening of Bids shall be stamped in and held unopened.

### INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the Bid documents. Any written inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of Bids will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders prior to the established Bid opening date. Submission of a Bid constitutes acknowledgement by the Bidder of the receipt of all addenda. All addenda are a part of the Bid documents and each Bidder will be bound by such addenda, whether or not received. It is the responsibility of each Bidder to verify receipt of all addenda issued before

Is are opened. No authorization is allowed by the Lake Worth Drainage District personnel to interpret, or give information as to bid requirements in addition to that which is contained in the written Bid document and addenda.

#### DISPUTES

Any actual or prospective Bidder who disputes the reasonableness, necessity or competitiveness of the terms and conditions of the Invitation to Bid, Bid selection or Purchase Order award recommendation, shall file such protest in form of a petition in compliance with Rule 60A-1.006, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

### SPECIAL CONDITIONS AND SPECIFICATIONS

Any and all special conditions and specifications attached hereto, which vary from these general conditions shall have precedence.

#### **CONFLICT OF INTEREST**

The award is subject to provisions of State Statutes and Lake Worth Drainage District policies. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Lake

Worth Drainage District. Further, all Bidders must disclose the name of any Lake Worth Drainage District pervisor, Attorney, Consultant or employee who owns, directly or indirectly, an interest of 5% or more in the

Bidder's firm or any of its branches.

#### **BID TABULATIONS**

Bid tabulations with recommended awards will be posted for review at the office of Lake Worth Drainage District, 13081 Military Trail, Delray Beach, Florida 33484, and will remain posted for a period of 72 hours. ailure to file a protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Bid tabulations will not be provided by telephone. The Manager or Assistant Manager are the only Lake Worth Drainage District employees authorized to give information about or make Bid awards.

Tie Bids may be awarded to one of the Bidders based on the following with no particular priority:

Availability Service availability of facility Bidder's previous record

Where tie Bids are between Bidders, one of which is a business whose principal place of business is located in Palm Beach County and the other Bidder is not, the recommended award shall be to the local Bidder. If all conditions are equal, the award shall be determined by drawing lots or flip of a coin.

#### PURCHASE ORDER

This Invitation to Bid or Request for Bid shall be included and incorporated in the final Purchase Order. The order of document precedence will be the Purchase Order, Bid documents and response. Any and all legal action necessary to enforce the Purchase Order will be held in Palm Beach County and the Purchase Order will be interpreted according to the laws of Florida.

#### FEDERAL AND STATE TAX

The Lake Worth Drainage District is exempt from Federal and State Taxes for tangible personal property. The Manager will sign an exemption certificate submitted by the successful Bidder. Bidders doing business with the Lake Worth Drainage District shall not be authorized to use the District's Tax Exemption Number in securing such materials.

#### TRANSFER PROHIBITED

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Purchase Order, or of any or all of his, her or its rights, title or interest herein, or its power to execute such Purchase Order to any person, company or corporation without prior written consent of Lake Worth Drainage District. Consideration to assign, transfer, convey, sublet or otherwise dispose of this Purchase Order shall be left to the sole discretion of Lake Worth Drainage District.

### PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

This Bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Interlocal Agreement for joint purchasing exists between the Lake Worth Drainage District and the other public agency. Each government agency desiring to accept these Bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible

its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this Bid.

Page 4 of 7

#### LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity ime may not submit a Bid to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Bidders doing business with the Lake Worth Drainage District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

#### **ALTERNATES**

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the materials being bid. For purposes of Bid evaluation, Bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the Bid, it shall be construed that the Bid fully complies with the specifications, terms and conditions as given herein.

#### **BID FORMS**

^ll Bids must be submitted on the District's standard Invitation to Bid form. Bids on any other quotation forms .ll not be accepted.

In filling out Bid forms, Bidders shall be governed by the following provisions:

- a. Bids must be made on the blank form provided herewith. The blank spaces in the Bid form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items mentioned in the Bid form.
- b. Each Bid form shall specify a unit price posted with ink in figures, for each of the separate items, as called for, except when the Bid is called for on a lump sum basis. Lump sum Bids shall be shown in figures.
- c. Any Bid, which does not contain prices set opposite each of the items for which there is a blank space, or any Bid, which in any manner fails to conform to the conditions of the published notice, will be cause for rejection.
- d. Bids must be signed in blue ink by the Bidder with the signature in full.
- e. Bids that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of the Bid.

If a Bidder wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the Bid. Any changes or alteration of prices

in the Bid must be initialed. Failure to initial these changes or illegible entries of correction or prices will be cause for the rejection of the Bid as informal or irregular.

#### \<u>WARD</u>

The Lake Worth Drainage District reserves the right to hold all Bids and Bid guarantees for a period not to exceed sixty (60) days after the date of Bid opening stated in the Invitation to Bid.

#### BID WITHDRAWAL

Any Bid may be withdrawn up until the time set for opening of the Bids. Any Bids not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Lake Worth Drainage District the goods or services set forth in the attached specifications until one or more of the Bids have been duly accepted by the Lake Worth Drainage District.

If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the Lake Worth Drainage District and promptly demonstrates to the reasonable satisfaction of Lake Worth Drainage District that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw the Bid. Thereafter, that Bidder will be disqualified from further participation with that Bid.

#### **CERTIFICATION**

When applicable, Bidder must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with Bid and must be in the name of the Bidder shown on the Pid page. (Must be posted at job site)

### NON-APPROPRIATIONS

The obligations of the Lake Worth Drainage District to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the District, at its sole discretion, shall have the right to reject all Bids.

#### **ACCEPTANCE**

Delivery of revetment mats and fabric to purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the revetment mats and fabric meet the Bid specifications and conditions. Should the delivered revetment mats and fabric differ in any respect from specifications, payment will be withheld until such time as the Bidder takes necessary corrective action.

Title and risk of loss or damage to the revetment mats and fabric shall be the responsibility of the Bid supplier until accepted by the Lake Worth Drainage District. The Bid supplier shall be responsible for filing, processing and collecting all damage claims.

#### **CANCELLATION**

Purchase Order will be subject to immediate cancellation if revetment mats or fabric does not comply with ecifications, as stated herein,, or fails to meet required performance standards.

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## COMPLIANCE WITH OCCUPAIONAL SAFETY AND HEALTH ACT

Bidder certifies that all material, equipment, etc. contained in his or her Bid meets all O.S.H.A. requirements. Tidder further certifies that, if he or she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. 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 Bidder.

#### DELIVERY

Delivery of revetment mats and fabric shall be made as soon as possible. In the appropriate blank on the Bid form, the Bidder must indicate the best delivery date after receipt of the Purchase Order. Deliveries resulting from this Bid are to be made during the normal working hours of the Lake Worth Drainage District. Time is of the essence and the Bidder's delivery date must be specified and adhered to. Should the Bidder, to whom the Bid is awarded, fail to deliver on or before his or her stated date, the Lake Worth Drainage District reserves the right to cancel the Purchase Order and make the purchase elsewhere. The successful Bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

#### PLACE OF DESTINATION

The Place of Destination shall be 13081 Military Trail, Delray Beach, Florida 33484, unless otherwise directed by Supplementary Notes contained herein. Bids showing other than the directed Place of Destination will not be accepted.

#### PAYMENT

Irtial billing will be accepted. The Lake Worth Drainage District will pay 100% of the Bid price for all materials delivered and accepted.

#### <u>PRICE</u>

Firm prices shall be Bid and include all packing, handling, shipping charges and delivery to 13081 Military Trail, Delray Beach, Florida 33484, or any other site as specified in the Supplementary Notes.

#### SAFETY STANDARDS

All materials shall be in full and complete compliance with all Federal, State of Florida and Palm Beach County laws and regulations that apply to the type and class materials being provided. This includes, but is not limited to Federal MVSS, OSHA, and EPA standards, and Florida requirements for external noise control that apply to the type and class equipment being provided.

#### WARRANTY

The Bidder must meet the conditions and requirements of the manufacturer's warranty and secure this for the Lake Worth Drainage District.

#### SPECIFICATION

#### SECTION 531 ARTICULATED CONCRETE REVETMENT

#### 531-1 GENERAL

- 1.01 WORK INCLUDED
  - A. Install articulated concrete revetment in accordance with the line, grades, design and dimensions shown on the Contract Plans, and in accordance with the provisions of the Specification Section.

#### 1.02 RELATED SECTIONS

- A. Section 110 of the FDOT Standard Specifications Clearing and Grubbing.
- B. Section 120 of the FDOT Standard Specifications Excavation and Embankment.
- C. Section 346 of the FDOT Standard Specifications Portland Cement Concrete.
- D. Section 514 of the FDOT Standard Specifications Plastic Filter Fabric (Geotextile).
- E. Section 985 of the FDOT Standard Specifications Geotextile Fabrics (Plastic Filter Fabric).

#### 1.03 REFERENCES

- A. ASTM A 36 Structural Steel.
- B. ASTM C 150 Standard Specification for Portland Cement.
- C. ASTM C 33 Standard Specification for Concrete Aggregates.
- D. ASTM C 42 Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
- E. ASTM C 207 Standard Specification for Hydrated Lime for Masonry Purposes.
- F. ASTM C 595 Standard Specification for Blended Hydraulic Cements.

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- G. ASTM C 618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
- H. ASTM C 140 Standard Test Methods of Sampling and Testing Concrete Masonry Units.
- I. FHWA-RD-88-181 Minimizing Embankment Damage During Overtopping Flow.
- J. FHWA-RD-89-199 Hydraulic Stability of Articulated Concrete Block Revetment Systems During Overtopping Flow.
- K. Standard Index No. 199 FDOT Roadway and Traffic Design Standards; Index No. 199; Geotextile Criteria; Current Edition.

#### 1.04 DEFINITIONS

- A. Articulated Concrete Revetment is defined as consisting of the following items:
  - 1. Geotextile
  - 2. Articulated Concrete Revetment System
  - 3. Ground Anchors and Connection Hardware

#### 1.05 TERMINOLOGY

- A. Upper Case or lower case presentations of terms are used interchangeably.
- B. The terms "geotextile", "geotextile fabric", "plastic filter fabric", and "filter fabric" are used interchangeably in this Specification Section and the Contract Plans.

#### 1.06 GENERAL SCOPE OF THE WORK

- A. Perform grading and shaping of canal banks, bottoms, and berms for receipt of mats.
- B Excavate for mat toe aprons, and side trenches.
- C. Install geotextile and mats.
- D. Backfill side trench excavations.
- E. Fill open cell blocks above the maintained water surface elevation with suitable material.

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F. The Contractor is to anticipate that certified divers may be required in order to satisfactorily accomplish the work in accordance with the provisions of the Specification Section, the Contract Plans, and the manufacturer's requirements and recommended procedures.

### 1.07 WORK COMPLETED AND PAID FOR UNDER OTHER SECTIONS

- A. Clearing and grubbing of canal banks and berm areas is provided for under the provisions of FDOT Standard Specification Section 120 and the Contract Plans.
- B Grading and shaping of canal bottoms, banks and berm areas, in preparation for final grading and shaping for the articulated concrete revetment, is provided for under the provisions of FDOT Standard Specification Section 120 and the Contract Plans.
- 1.08 DEVELOPMENT AND INTENT OF THE SPECIFICATION AND CONTRACT PLANS
  - A. It shall be fully recognized, by the Contractor, that the Contract Plans and Specifications will invariably not contain all necessary requirements and procedures required to obtain successful installation. As such is the case, the provisions of the Specification Section and the Contract Plans were developed with the intent that an experienced Contractor with experienced personnel in the type of work required by the provisions of the Section and the Plans will through the process of field surveys, shop drawing and procedure submittals, refine and supplement so as to complete the requirements in such a manner so as to provide a complete and satisfactory fitting and fully operational installation at no additional cost to the Owner. It is not the intent of this Specification Section and the Contract Plans that the Contractor fabricates and install work of this section relying solely on the provisions of the Section and the Contract Plans.
  - B. It is the intent of this Specification Section and Contract Plans that the cellular concrete mats be placed with the longitudinal direction of the mat being from bottom to top of the canal bank slope; it is not the intent to permit the longitudinal direction of the concrete mats to be oriented parallel to the centerline of the channel.
  - C. It is the intent of this Specification Section and Contract Plans that only pre-fabricated articulated concrete mats will be utilized; no field assembly of mats will be permitted.
  - D. It is the intent of this Specification Section and Contract Plans that all revetments will be bound articulated cellular concrete block mats; the use of unbound cellular concrete blocks or other systems as revetment will not

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be permitted.

- E. It is not the intent of this Specification Section and Contract Plans to identify all necessary methods, means, equipment, or appurtenances the Contractor will be required to have in order to accomplish the work of the Specification Section and the Contract Plans.
- 1.09 NOT USED

#### 1.10 COORDINATION

- A. General: Coordinate work of this specification with other portions of the Work, as required, to meet all the requirements set forth by the provisions of the Contract Documents.
- B. Coordinate acceptance by the Lake Worth Drainage District Inspection Division personnel of elements of the work of this Section which are designated to be accepted by the Lake Worth Drainage District.
- 1.11 FIELD MEASUREMENTS AND SURVEYS
  - A. Conduct field measurements and surveys, as required, to supplement information provided in the Contract Plans, and as necessary to provide a complete and satisfactory fitting and fully operational installation.
- 1.12 SAFETY REGULATIONS
  - A. Comply with all government safety and health regulations, as applicable, for use of divers required to accomplish the work of this Specification Section and the Contract Plans; hold Owner and Engineer harmless for non-compliance.

#### 1.13 SUBMITTALS

- A. Submit manufacturer's performance research results for articulated concrete revetment system.
- B. Submit product data for geotextile.
- C. Submit manufacturer's recommended mats placement procedures.
- D. At the discretion of the owner, additional performance and research results may be requested.

#### 1.14 SAMPLES

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- A. Provide samples of the following items:
  - 1. Cellular concrete open-cell block
  - 2. Revetment cable
  - 3. Revetment cable fittings and connectors
  - 4. Geotextile
- B. Deliver to location designated by the Engineer of Record.

#### 1.15 NOT USED

#### 1.16 SAMPLING AND TESTING

- A. Provide Owner access to manufacturing facility to sample, test or inspect units or mats prior to delivery.
- B. Additional testing, other than that provided by the manufacturer or required by the provisions of this Technical Specification Provisions Section, will be paid for by the Owner.
- 1.17 NOT USED

#### 1.18 QUALITY ASSURANCE

- A. Submit manufacturer's certificate of compliance for the following:
  - 1. Cellular concrete blocks
  - 2. Revetment cable
  - 3. Revetment cable fittings and connectors
  - 4. Geotextile
- B. Submit certificates of compliance prior to initiating assembly of mats.
- C. Provide Technical Representatives in accordance with the provisions of this Specification Section.
- D. Articulated Concrete Revetment System Manufacturer: Require manufacturer of Articulated Concrete Revetment System to provide authorized technical representative to:
  - 1. Verify the acceptability of final grading and shaping prior to placement of geotextile.

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- 2. Verify the acceptability of geotextile installations.
- 3. Verify the acceptability of the concrete mat installations.
- 4. Provide technical consultation throughout the installation phases of the project.
- E. Inspect the work of this Section for compliance with the Contract Documents and the manufacturer's requirements; record inspection of all work elements including but not limited to the following:
  - 1. Preparation of mat subgrade to receive geotextile and mats
  - 2. Soundness of individual blocks in the mat
  - 3. Geotextile free of defects
  - 4. Breaking strength of cables and fittings
  - 5. Assembly of mats
  - 6. Placement of geotextile and mats on subgrade
  - 7. Embedment of mats in side trenches
- F. Suppliers shall provide forklift spreader bar, crane lift spreader bar and crimping tool for the duration of the project. Block Manufacturers will describe the spreader bar apparatus in the bid package (i.e. crane or forklift lifting capabilities).
- 1.19 DELIVERY, STORAGE AND HANDLING GENERAL
  - A. Store materials immediately on delivery, in accordance with the manufacturer's instructions; protect until installed.
  - B. Arrange storage in a manner to provide access for maintenance of stored items for inspection.
- 1.20 DELIVERY, STORAGE, AND HANDLING OF CELLULAR CONCRETE MAT AND GEOTEXTILE
  - A. Inspect cellular concrete mats delivered to the site for damage prior to unloading; return damaged mat(s) for factory repair or replacement.
  - B. Store mats on a level surface; utilize an aggregate base or geotextile between bottom mat and surface.

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- C. Limit stack height to eight mats.
- D. Locate storage locations such that mats are handled a minimum number of times at the site. It is preferable that handling be limited to a maximum of two occasions, the first being to unload from the delivery vehicle with the second being final placement.
- E. Utilize a manufacturer approved spreader bar assembly or other manufacturer approved device for all handling of mats; handling of the mats without the use of an approved assembly or device is basis for rejection and subsequent removal and replacement by the Contractor at no additional cost to the Owner.
- F. During all periods of shipment and storage, protect geotextile from direct sunlight, ultraviolet light and temperatures greater than 140 degrees Fahrenheit.
- 1.21 PRIMARY AND INCIDENTAL WORK
  - A. Articulated Concrete Revetment:
    - 1. Primary Work: The primary work required by the provisions of the Specification Section is to install concrete revetment, all in accordance with the provisions of this Specification Section and the Contract Plans.
    - 2. Incidental Work: The following items are considered to be incidental to the primary work of the Specification Section:
      - a. All work, including labor, material, equipment, transportation and storage required to accomplish the primary work.
      - b. Divers
      - c. Field Testing
      - d. Final grading and shaping
      - e. Trench excavating and backfilling
      - f. Miscellaneous connections and appurtenances
      - g. Concrete and grout
      - h. Submittal and samples
      - i. Coordination with other portions of the work

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- B. Geotextile:
  - 1. Primary Work: The primary work required by the provisions of the Specification Section is to install the geotextile, all in accordance with the provisions of this Specification Section and the Contract Plans.
  - 2. Incidental Work: The following items are considered to be incidental to the primary work of the Specification Section:
    - a. All work, including labor, material, equipment, transportation and storage required to accomplish the primary work.
    - b. Divers
    - c. Field Testing
    - d. Final grading and shaping
    - e. Trench excavating and backfilling
    - f. Lapping ends
    - g. Submittal and samples
    - h. Coordination with other portions of the work

#### 1.22 MEASUREMENT AND PAYMENT

- A. Method of Measurement:
  - 1. Articulated Concrete Revetment:

Measured per square foot of articulated concrete mat installed, which includes all work and incidentals thereto, all in accordance with the provisions of this Section and the Contract Plans.

2. Geotextile

Measured per square foot of geotextile installed, which includes all work and incidentals thereto, all in accordance with the provisions of this Section and the Contract Plans.

- B. Basis of Payment:
  - 1. Articulated Concrete Revetment: Paid for by the actual number of square foot installed, which includes all work and incidentals

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thereto, all in accordance with the provisions of this Section and the Contract Plans.

2. Geotextile: Paid for by the actual number of square foot installed, which includes all work and incidentals thereto, all in accordance with the provisions of this Section and the Contract Plans.

Payment will be made under:

ITEM NO.	DESCRIPTION	PAY UNIT
531-1-1	Articulated Concrete Revetment	Square Foot
531-1-2	Geotextile	Square Foot

#### 531-2 PRODUCTS

- 2.01 ARTICULATED CONCRETE REVETMENT SYSTEM
  - A. Articulated Concrete Revetment System consists of cellular concrete blocks factory assembled into erosion control articulating block mat utilizing stainless steel cables and fittings, and installed utilizing manufacturer developed system specialized techniques, equipment and devices.
  - B. Acceptable Articulated Concrete Revetment Systems:
    - Petraflex<sup>™</sup> H416 cabled erosion control revetment system; Petratech Inc. 4444 West 78th Street, Minneapolis, MN 55435, (612) 897-1617
    - 2. Armorflex<sup>R</sup> (Domed or Flat) Class 30S cellular concrete erosion control mats; Armortec; 3260 Pointe Parkway, Suite 200, Norcross, Georgia 30092, (770) 409-9002
    - 3. Shoreblock BD 400 OC, ACF Environmental, 2831 Cardwell Road, Richmond, VA 23234, (800) 448-3636
    - 4. Substitutions will not be permitted without prior approval by the District.
  - C. Provide acceptable Articulated Concrete Revetment Systems that comply as a minimum with the requirements of this Specification Section; supplement as required to provide a complete and satisfactory installation.
  - D. Specific requirements unique to acceptable systems:
    - 1. Provide transverse cable connections between abutting / adjacent mats at every block.

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### 2.02 CELLULAR CONCRETE BLOCKS

- A. Provide interlocking cellular concrete blocks of open cell design, as required in the Contract Plans.
- B Provide blocks with cable tunnels as follows:
  - 1. Staggered Block Mats: Longitudinal (vertical) cable tunnels for longitudinal and transverse binding.
  - 2. Non-Staggered Block Mats: Longitudinal (vertical) and transverse (horizontal) tunnels for longitudinal and transverse binding.
- C. Articulation: Blocks are to be capable of both longitudinal and transverse articulation when combined into mats; articulation to be a minimum of 25 degrees between individual blocks for both convex and concave profiles of the mat.
- D. Open Area: Open cell: 18 to 21 percent.
- E. Coverage Weight: Open cell: minimum of 32 pounds per square foot.
- F. Manufacture cellular concrete blocks from normal weight concrete utilizing one of the following block manufacturing processes:

1. Wet cast

- 2. Vibratory block forming machine
- 3. Machine compressed concrete
- G. Materials:
  - 1. Cement: ASTM C 150
  - 2. Blended Cements: ASTM C 595
  - 3. Hydrated limes: ASTM C 207
  - 4. Pozzolans: ASTM C 618
  - 5. Aggregates: C 33
- H. Physical Requirements:

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- 1. Minimum 28 Day Compressive Strength
  - a. Average of three units: 4000 psi
  - b. Any individual unit: 3500 psi
- 2. Water Absorption: Maximum in pounds / cubic foot
  - a. Average of three units: 10 lbs / ft<sup>3</sup>
  - b. Any individual unit:  $12 \text{ lbs} / \text{ft}^3$
- I. Sampling and Testing:

Sampling and testing shall be done bi-weekly for the duration of the project, unless a problem with design strengths occurs. If design strength fails to meet specifications, testing shall be done on a weekly basis until consistency in concrete strengths is achieved. Sample and test units in accordance with ASTM C 140 for blocks manufactured by use of a vibratory block forming machine:

- a. Conduct tests on 2-inch cubes cut from the core of the sample block.
- b. Test in accordance with ASTM C 42
- c. Test one cube at 7 days
- d. Test two cubes at 28 days
- J. Visual Inspections:

1. Units are to be free of defects which would interfere with the proper placing of the unit, or impair the strength or performance of the construction; the Engineer will be the sole judge of whether or not the units are free of such defects; units not free of such defects will not be permitted to be incorporated into the Work.

- 2. Surface cracks incidental to manufacture, or surface chipping resulting from customary methods of handling for storage and shipment, will not be considered defects which will interfere with placement or impair strength or performance.
- 3. A unit containing a crack greater than or equal to 0.25 inches in width is classified as defective; preclude from incorporating into the Work.

4. A unit containing a crack greater than or equal to 1.0 inch in depth

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is classified as defective; preclude from incorporation into the Work.

5. A unit containing chip(s) resulting in a weight loss exceeding 10 percent of the designated weight of the block is classified as defective; preclude from incorporation into the Work.

- 6. Replace defective units identified at the manufacturing facility with new units prior to shipment.
- 7. For units identified in the field as defective, repair utilizing approved procedures, or replace with new units; repair or replace prior to placement in the Work.

### 2.03 REVETMENT CABLE FOR CELLULAR CONCRETE MATS

- A. Provide stainless steel fittings for longitudinal binding of mats and for transverse binding mats.
- B. Cable Construction:

Cable must be stainless steel

- C. Fittings: Provide sleeves, splices, stops and washers of corrosion resistant materials and per the manufacturer's recommendations.
- D. Strength:
  - 1. Cables shall have a certified minimum tensile strength with 5 to 1 cable strength to mat weight ratio.
  - 2. Select cable diameter and strength considering bending of cables around hooks or pins during lifting.
  - 3. Provide a cable-splice fitting with a capacity equal to or greater than the minimum certified tensile strength of the cable.
- E. The length of lateral cable ties shall be sufficient length for the installer to be able to properly fasten the cables and meet the required mat placement criteria, identified in Section 3.07 of the specifications. A 3/16" minimum diameter is required for the cables.

#### 2.04 CELLULAR CONCRETE MATS

A. General:

1. Pre-manufactured assembly of cellular concrete blocks bound into

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articulating mats utilizing revetment cables.

- 2. Assembly of individual mats on-site will not be permitted unless authorized in writing by the Engineer.
- B. Cable and Fittings: Select cable and fittings in a manner that insures a safe design factor for mats being lifted from both longitudinal ends.
- C. Dimensions:
  - 1. Width: Eight (8) feet; widths less than or greater than eight (8) feet must receive approval from the Engineer.
  - 2. Length: Full longitudinal length required from apron toe to anchor trench.

#### 2.05 GEOTEXTILE

- A. Provide Geotextile meeting the criteria requirements of FDOT Standard Index No. 199 for Drainage Class Geotextile, Type D-2.
- B. Acceptable Products: Product to be on the FDOT Qualified Products List on file with the FDOT Office of Construction, Product Evaluation Section, current at the time of the Geotextile's proposal for use.
- C. Minimum Transverse Width (Strip Width): 32 feet by 100 feet unless otherwise permitted by the Engineer.

#### 2.06 NOT USED

- 2.07 STRUCTURAL GROUT AND CONCRETE FILL
  - A. Structural grout for longitudinal seams exceeding 2 inches in width and outfall pipe penetrations:
    - 1. Class III (Seal) Concrete or superior in accordance with FDOT Specification Section 346
    - 2. Minimum Cementitious Content: 611 lbs. / cubic yard
    - 3. Minimum 28 Day Strength: 3000 psi
    - 4. Adjust target slump downward to meet specific placement conditions and requirements.

#### 531-3 EXECUTION

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#### 3.01 INSPECTION AND VERIFICATION

### A. Commencement of work means acceptance of conditions.

#### 3.02 PROTECTION

4 I

- A. Conduct operation to preclude damage to adjacent or embedded utilities.
- B. Conduct operation, as necessary, to preclude entrance of debris into the waterway.
- C. Notify Engineer immediately of condition which may jeopardize the integrity of the installation.
- D. Notify Engineer of unexpected surface or subsurface conditions and discontinue affected work area until notified to resume work.
- E. Utilities damaged by Contractor as a result of construction operations; arrange for repair; Contractor shall be fully responsible for all costs and payment required in association with the repairs.

### 3.03 GENERAL ANTICIPATED CONSTRUCTION SEQUENCE

- A. The general anticipated construction sequence in association with the installation of the closed cell mats in the vicinity of the bridge is as follows:
  - 1. Clear and grub including removal of large rock and boulders
  - 2. Grade and shape canal bottoms, slopes and berms
  - 3. Complete final grading and shaping for receipt of geotextile and mats
  - 4. Install geotextile and mats
  - 5. Backfill trenches and open cells

# 3.04 FINAL EXCAVATION, GRADING AND SHAPING FOR RECEIPT OF GEOTEXTILE AND MATS

- A. Excavate Toe Apron
- B. Grade canal bank slope to a smooth plane surface to insure that uniform contact is achieved between the slope face and the geotextile and between the geotextile and the cellular blocks.
- C. Remove all canal slope deformities, roots, grade stakes and stones which

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project normal to local slope face.

- D. Remove by filling and grading all holes, pockmarks, slope board teeth marks, footprints and other surface voids greater than (1") one inch in depth normal to the slope face.
- E. Remove, by filling and grading, all grooves and depressions greater than  $(\frac{1}{2})$  one-half inch in depth normal to the local slope face with a dimension exceeding (12") twelve inches
- F. Excavate anchor trenches and side trenches.
- G. Grade the anchor trench hinge-point at the top of the canal slope to eliminate depressions or protrusions greater than  $(\frac{1}{2})$  one half inch normal to the local grade.
- H. Grade the width of the anchor trench hinge-point to insure full contact between cellular concrete blocks and the supporting grade.
- I. Grade side trenches similar to anchor trenches.
- J. Obtain verification and acceptance of shaping and grading of the mat subgrade from the manufacturer's technical representative prior to placement of geotextile at initial installation and periodically thereafter.
- K. Obtain acceptance of shaping and grading of the mat sub-grade from the engineer and Lake Worth Drainage District's representative prior to placement of the geotextile.
- L. Repeat grading and shaping for those areas of the sub-grade subject to rainfall and disturbed or damaged prior to placement of the mats; the determination of the need for re-grading and re-shaping remains solely with the Engineer.
- 3.05 NOT USED

#### 3.06 GEOTEXTILE PLACEMENT

- A. Place geotextile in accordance with the provisions of FDOT Standard Specification Section 514 and the specific requirements noted for Riprap Filter, unless otherwise noted herein.
- B. Place geotextile, as much as practicable, on the same day as the installation of the concrete mats to be placed over the placed geotextile; geotextile in place more than two days without mat placement is to be lifted for inspection of the mat subgrade.
- C. Begin work upstream and work downstream; overlap upstream strip over

L.W.D.D. L-30 REVETMENT SPECIFICATIONS

PAGE 15 OF 17

downstream strip (longitudinal overlap); longitudinal overlap to be a minimum of four (4) feet.

- D. Orient roll parallel to centerline of channel and unroll from anchor excavation trench down the canal slope to the toe apron; utilize single piece strip; no transverse seams or transverse overlaps will be permitted in an individual strip; strip to extend a minimum of one foot beyond the top and bottom revetment termination points.
- E. Secure geotextile as required with temporary / permanent steel pins to preclude movement during placement of mats.
- F. Preclude construction personnel and operations from disturbing or damaging the geotextile or mat subgrade in a matter which would prevent a satisfactory contact with the mats to be installed; correct all areas disturbed to the satisfaction of the Engineer.
- G. Remove geotextile and repeat grading and shaping for those areas of the subgrade subjected to rainfall and disturbed or damaged prior to placement of the mats; the determination of the need for removal, regrading and re-shaping remains solely with the Engineer.
- H. The determination of the removal of geotextile to inspect for disturbed or damaged mat subgrade remains solely with the Engineer; removal of geotextile will be at no cost to the Owner.

#### 3.07 CELLULAR CONCRETE MAT PLACEMENT

- A. Place cellular concrete mats utilizing a manufacturer approved spreader bar assembly or other approved device to assist in the lifting and placing of the mats into position by the use of a crane or other type of lifting equipment.
- B. Lifting equipment is to be of sufficient size and capacity to place the mats without bumping, dragging, tearing or damaging the geotextile of mat subgrade.
- C. Place mats in accordance with the Manufacturer's recommended placement procedures.
- D. Place mats side by side so the mats abut each other as much as practicable; for longitudinal seams / joints between abutting mats greater than two inches in width, grout utilizing a structural grout.
- E. Overlapping of mats will not be permitted.
- F. Connect transverse revetment cables at longitudinal seams of abutting mats at every end block, above and below the water line; utilize

L.W.D.D. L-30 REVETMENT SPECIFICATIONS

Manufacturers approved connectors.

- G. Blocks protruding more than one inch above adjacent blocks will not be permitted.
- H. Obtain written verification and acceptance of mat installation from the Manufacturer's technical representative, prior to finishing, at initial installation and periodically thereafter.
- I. Obtain written acceptance of mat installation from the Engineer and Lake Worth Drainage District's representative, prior to finishing.
- J. Obtain acceptance of mat installation and commence finishing work within two days of installation, unless otherwise permitted by the Engineer.

#### 3.08 FINISHING

- A. Backfill side trenches; compact to the satisfaction of the Engineer.
- B. Grade top of bank at a slope of 1:20 for 20' from the edge of top of bank, to prevent drainage over the top of bank.
- C. Grade swales to drain to existing catch basins.
- D. Installation contractor is responsible for sodding up to 5 ft from top of bank.
- E. The District is responsible for seeding and mulching the right of way. The contractor and the District shall coordinate final grading immediately prior to seeding and mulching to prevent washouts and repetitive grading.
- F. Fill open cell blocks above the maintained water elevation; utilize suitable material that will support grass and plant growth.

#### L.W.D.D. L-30 REVETMENT SPECIFICATIONS

#### PAGE 17 OF 17

## SUPPLEMENTARY

NOTES

#### SUPPLEMENTARY NOTES FOR SUPPLYING MATERIALS L-30 CANAL REVETMENT PROJECT L.W.D.D. Project No.: 06-8035S.02

- 1. Block Manufacturers / Suppliers must submit, with their bids, the address of the storage yard in Palm Beach County.
- 2. Suppliers must also furnish, with their bid, their schedule of production capabilities. Supplier's schedule will include the amount of mats which can be produced within thirty (30) calendar days after the Notice-To-Proceed is issued and the production amount per day per calendar week after the first thirty (30) days.
- 3. The suppliers must provide operable spreader bars (outfitted for crane lift and fork lift attachment), for the Contractor's use at the job site at all times during the contract.
- 4. Block Manufacturer must describe the operable spreader bar apparatus being provided for the Contractor's use, in the Bid Package (i.e. crane and forklift lifting capabilities).
- 5. Material Suppliers must deliver block, crimps and fabric to the job site. Exact storage locations will be coordinated with the installation contractors who will unload the trucks.
- The length and width of the mats are to be 8'-0" wide by 28'-0" long, a maximum 2-1/2% difference in either direction is acceptable. Payment will be based on 200 sf. per mat.
- 7. Mats must be connected in the transverse direction at every horizontal block row.
- 8. Approved Suppliers:

Petraflex

Armorflex

а.

b.

Block Type H416

Block Type Class 30S Flat or Domed

c. Shoreblock BD 400 OC

Substitutions will not be permitted without prior approval by the District.

- 9. Fabric must be sewn together in 32' widths by 100' lengths. Lapping the sheets 4' at the ends is acceptable.
- 10. Block Manufacturers must team with Fabric Suppliers in submitting a combined sealed bid. The bid prices will be applicable for additional projects in the District for the year 2006.
- 11.531-1.22 A, basis for payment for suppliers will be when the mats and geotextile are delivered, and accepted at the job site.

Page 1 of 2

- 12. The installation contractor shall be responsible for any maintenance of traffic permits and traffic control devices required to deliver the mats and geotextile to the site. The contractor must also maintain an acceptable roadway or path to the job site. Stabilization material, if required, will be limited to shell rock or lime rock materials only. Crushed concrete or asphalt products are not acceptable. Stabilization materials may be left in place if properly graded at the completion of the project.
- 13. Manufacturer / Supplier shall furnish a Bid Bond or equivalent cashier's check not less than 5% of the contract price of the work as indicated in the bid tabs
- 14. The estimated duration of the work is as follows:
  - a. Base Bid 180 days.
  - b. Alternate Bid 300 days

The duration of the project will be finalized and announced at the mandatory pre-bid meeting.

- 15. The installation contractor shall be responsible for the guardrails which are to be temporarily removed and replaced at the end of the project, at no cost to the owner. The gates shall be locked at the end of each work day. It shall be the responsibility of the contractor to notify the County as well as providing the required maintenance of traffic with respect to the absence of guardrail and trucks entering and leaving the job site.
- 16. The installation contractor is required to coordinate maintenance of traffic and guardrail removal with Palm Beach County Engineering.

### LIST OF ATTACHMENTS

- A. SIGNED RECEIPTS FOR ADDENDA
- B. SWORN STATEMENT OF PUBLIC ENTITY CRIMES
- C. STATEMENT OF BUSINESS ORGANIZATION
- D. SCHEDULE OF SUB-CONTRACTOR PARTICIPATION
- E. CERTIFICATE OF INSURNACE
- F. BID BOND
- G. SCHEDULE OF PRODUCTION CAPABILITIES
- H. BID FORM

## ATTACHMENT "A"

## SIGNED RECEIPTS FOR ADDENDA

(IF NONE, PLEASE DO INDICATE)

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## ATTACHMENT "B"

### SWORN STATEMENT OF PUBLIC ENTITY CRIMES

\_\_\_\_\_ Neither the entity submitting this sworn statement, or any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, <u>AND</u> (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

Signature				
Da	ite:			
Sworn to and subscribed before me this	day of			
Personally Known	·			
Produced identification		Notary Public State of		
(Type of Identification)		My commission expires (Printed, typed or stamped commissioned name of notary)		

### ATTACHMENT "C"

## STATEMENT OF BUSINESS ORGANIZATION

### STATEMENT OF BUSINESS ORGANIZATION

SOI	ICI	TAT	ION	NO.	

**Business Organization** 

1. Business Name:			
2. Mailing Address:			
	· ·	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
3. Remittance Address:			·
4. State of Incorporation:			
5. Federal Employer I.D. or Social Security N			
6. Telephone:7			
8. Type of Organization: Corporation			
9. Contact Person(s):	Title:		
10. Project Manager:	Title:	· .	

If the parties are certified, please indicate the certifying agency or agencies and attach letters/certificates of certification:\_\_\_\_\_

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

VEW DOCSISPECSIL30REVETMENTIL30MATERIALBOTHISTATEMENTBUSINESS.DOC

F:VOA

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### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_

\_\_\_\_\_\_, who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

Signature of Secretary of Corporation

[Corporate Seal of Corporation]

F:\JOANN\NEWDOCS\SPECS\L30REVETMENT\L30materialboth\CERT-CORP.DOC

### ATTACHMENT "D"

### SCHEDULE OF SUB-CONTRACTOR PARTICIPATION

(IF NONE, PLEASE SO INDICATE)

## ATTACHMENT "E"

## **CERTIFICATE OF INSURANCE**

# Certificate of Insurance

NEWDOCS19PECS1.30REVETMENT1.30MATERIALBOTHICERT-INS.DOC

### Exhibit "E" to Contract

PROVIDED TO:

LAKE WORTH DRAINAGE DISTRICT

AGE	NT BROKER Name/Address	/Telephone Number		Г				
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1,				COMPANIES AFFORDING COVERAGE & BEST RATING				
			COMPANY					
Ι,				LETTER A		LETTER I	COMPANY	
DIGT							,	
INSUREDS Name/Address/Telephone Number			COMPAN		COMPANY			
				LETTER <b>B</b>		LETTER E		
				<u> </u>				
				COMPANY			COMPANY	
				LETTER C		LETTER F		
CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIV (MM/DD/)			LIABILITY LIMITS IN THOUSANDS		
				,			PER OCCURRENCE	
1. 	GENERAL LIABILITY				-	BI & PD Combined	\$2,000,000.00	
<del>-</del>	CONTRACTUAL LIABILITY	-	_				\$2,000,000.00	
	AUTOMOBILE LIABILITY					BI & PD Combined	\$1,000,000.00	
	X Any Auto					Comomed		
	X Hired Autos X Non-Owned Autos							
	EXCESS LIABILITY					PER	\$2,000,000.00	
Υ	UMBRELLA FORM					OCCURR ENCE	\$2,000,000.00	
	WORKERS'	·	. 					
	COMPENSATION &						DENT \$500,000	
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						EMPLOYEE	\$500,000	
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e gar na				CANCELL	ATION			
LAK	E WORTH DRAINAGE	E DISTRICT		Should any	of the above coverage	ha	110	
13081 Military Trail			Should any of the above coverages be cancelled or modified, the Agent/Broker shall notify the Certificate Holder named to the left					
Delray Beach, Florida 33484			within 10 days of the effective date.					
					·	·		

Signature of Agent

Date:\_\_\_\_

## ATTACHMENT "F"

### **BID BOND**

#### **BID BOND**

'FB No.\_\_\_\_\_

RFB Title:\_\_\_\_\_

### KNOW ALL MEN BY THESE PRESENTS, that

District in the penal sum of \_\_\_\_\_\_\_as Surety, are held and firmly bound unto the Lake Worth Drainage \_\_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_)lawful money of the United Sates, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_\_, 20\_\_\_, for the above-referenced RFB number.

NOW, THEREFORE, if the Business Principal shall not withdraw said bid within <u>ninety (90) calendar days</u> after date of opening of the same and shall within thirty (30) calendar days after the prescribed forms are presented to him for signature, enter into a purchase order or written contract with the Lake Worth Drainage District, in accordance with the Bid as accepted, or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such or purchase order or written contract within the time specified, if the Business Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/o supplies, if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect otherwise to remain in full force and virtue.

WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this day of \_\_\_\_\_\_, 20\_\_\_\_, A.D., the name and seal of each party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

#### IN THE PRESENCE OF:

Witness	Name of Individual or Business
·	Ву:
Surety:	Individual or Corporate Principal
	Business Address
By:	
Name and Title of Surety Signature	Surety Address

### ATTACHMENT "G"

## SCHEDULE OF PRODUCTION CAPABILITIES

### ATTACHMENT "H"

### **BID FORM**

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#### SUPPLIER BID FORM

#### LAKE WORTH DRAINAGE DISTRICT 13081 Military Trail Delray Beach, Florida 33484 (561) 498-5363 or 737-3835

- 1. The undersigned, as bidder, hereby declares that: (a) the only person(s) interested in the bid as principle or principals is or are named herein mentioned has interest in this bid or in the contract to be entered into; (b) that this bid is made without connection with any other person, company or parties making a bid; and (c) that it is in all respects fair and in good faith without collusion or fraud.
- 2. The bidder further declares that bidder has examined the specifications for the work and all of the contractual documents relative thereto, and has read all the provision furnished prior to the opening of the bid; and that the bidder has satisfied itself relative to all services to be performed and/or items to be provided.
- 3. If this bid is accepted, it is understood that the terms and conditions of the bid provisions and documents relative thereto shall be binding upon the parties; however, the undersigned bidder agrees, upon acceptance, to execute a contract with the District as a written memorial and formalization of said bid provisions and matters relative thereto; to furnish all necessary evidence of required insurance and bonds, and to provide the specified services and/or items within the time frame specified in this RFB.
- 4. The bidder has attached the following:
  - a) Signed Receipts for Addenda
  - b) Sworn Statement of Public Entity Crimes
  - c) Statement of Business Organization
  - d) Schedule of Sub-Contractor Participation
  - e) Certificate of Insurance
  - f) Bid Form
  - g) Schedule of Production Capabilities
- 5. The bidder understands that this bid does not constitute a contract or purchase order with the District. An official contract or purchase order is not binding until (a) bids are reviewed and accepted by appointed staff; (b) the contract or purchase order has been approved by the appropriate level of authority within the District; and (c) the contract has been executed by the parties or the purchase order has been issued to the bidder.
- 6. Bids will not be accepted from firms in arrears or in default to the District. The bidder certified by signing the bid that no principles or corporate officers of its firm were principles or corporate officers in any other firm, which may have been suspended from doing business with the District within the last three (3) years, unless so noted in this bid.

BF 1 OF 3

ITEM	DECODUCTION	T	1	 T	
ITEM	DESCRIPTION	UNIT OF MEASURE	<u>BID</u> QUANTITY	UNIT PRICE	<u>TOTAL</u> AMOUNT
1	Filter Cloth (32' x 100' rolls)	Square Foot	185,600 S.F.	\$	\$
2	Revetment Mats (8' x 28')	Square Foot	152,768 S.F.	\$	\$
3	Crane Spreader Bar	Lump Sum	1	\$0.00	\$0.00
4	Forklift Spreader Bar	Lump Sum	1	\$0.00	\$0.00
5	Crimp Tools	Lump Sum	2	\$0.00	\$0.00
Subtota	l Bid Price				\$
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	SUPPLY <b>BID FO</b> RFI	RM – ALTERNAT B#	E BID – NORTH	& SOUTH SIDES	;
ITEM	DESCRIPTION	UNIT OF MEASURE	BID QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	Filter Cloth (32' x 100' rolls)	Square Foot	371,200 S.F.	\$	\$
2	Revetment Mats (8' x 28')	Square Foot	305,536 S.F.	\$	\$
3	Crane Spreader Bar	Lump Sum	1	\$0.00	\$0.00
4	Forklift Spreader Bar	Lump Sum	1	\$0.00	\$0.00
5	Crimp Tools	Lump Sum	2	\$0.00	\$0.00
Subtotal	Bid Price				\$
Optional	, Early Payment Discount	<u>of %,</u>	Days	·····	(\$)
NET TO	TAL BID PRICE				\$
must ap	print legibly or type (exc s name and signature of t pear on this page. I'S BUSINESS NAME:	he authorized Co	ture). The Corp rporate Officer, P	artner or Individua	ship or Individual al making this bid,
			•		
TELEPHONE NO.: FAX NO.:					
TYPE O CORPC	F ENTITY (Check One): DRATION PARTN	ERSHIP IN	IDIVIDUAL		
IF A CO (If a non	RPORATION, STATE OF -Florida corporation, attac	INCORPORATIC h documentation	N: of authorization to	conduct busines	s in Florida).
FEDER, SECUR	AL EMPLOYER IDENTIFITY NUMBER (if an individ	FICATION NUME	ER (if a Corpo	ration or Partner	ship) or SOCIAL
AGREE YES	TO EXTEND UNIT PRICI	ES TO OTHER G	OVERNMENTAL	AGENCIES?	······
BIDDEF	R (OR AGENT'S) SIGNAT	URE:			
DATED	•	- 1	TITLE:		·
		······································			

IF BIDDER IS A CORPORATION, AFFIX CORPORATE SEAL.

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BF 3 OF 3

#### **\_AKE WORTH DRAINAGE DISTRICT**

#### 13081 Military Trail Delray Beach, Florida 33484 <sup>Γ-1</sup>ephone 561-498-5363 or 737-3835

Number 561-495-9694

### LORIDA SALES TAX EXEMPTION # 60-08-113430-52C

PAGE NO. DATE OF ORDER DELIVERY DATE	YURCHASING AGENT:	PACKAGES, PAC	BID NUMBER [MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES, AND CORREPONDENCE]	
	x	PAGE NO.	DATE OF ORDER	DELIVERY DATE

ATTACHMENT TO

PURCHASE ORDER NO.

#### <u>BIDDER</u>:

#### SHIP TO:

#### LAKE WORTH DRAINAGE DISTRICT **13081 MILITARY TRAIL** DELRAY BEACH, FL 33484

### LINE ITEMS OF YOUR INVOICE MUST MATCH LINE ITEM NUMBERS ON THIS DOCUMENT LINE QUANTITY UNIT PART NUMBER AND UNIT PRICE TOTAL AMOUNT DESCRIPTION

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FURCHASE ORD	ER NO. MUST APPEAR ON	ALL INVOICE	0	1	

R ON ALL INVOICES S

NEWDOCS/SPECS/L30REVETMENT/L30MATERIALBOTH/PUR-ORDER DOC

**7** ALL INVOICES TO:

. Worth Drainage District

3081 Military Trail

Delray Beach, Florida 33484

Lake Worth Drainage District

### **CONTRACT FOR**

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-1977 - 2

### SALE OF GOODS

### CONTRACT NO. 06-8035S.02

#### **CONTRACT FOR SALE OF GOODS**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2006, between \_\_\_\_\_, of \_\_\_\_\_\_\_, address

County of \_\_\_\_\_\_, State of Florida, a corporation organized and existing under the laws of the State of Florida, seller and LAKE WORTH DRAINAGE DISTRICT, of 24081 Military Trail, Delray Beach, County of Palm Beach, State of Florida, buyer.

#### SECTION ONE.

#### Sale

Seller agrees to sell and deliver and buyer agrees to buy, receive, and pay for during the term and in accordance with the provisions of this contract the quantity set forth below of the products named below, and at the prices specified.

Seller agrees to meet all conditions, specifications, and requirements, as provided in the Bid Specifications.

#### **SECTION TWO.**

#### **Products**

In the performance of their respective obligations, seller will deliver and buyer will receive and pay for the following grades and/or brands of products of the kind and quality marketed by seller at the time and place of deliver, as set forth below:

Erosion Control Block [8' x 30' and 8' x 40' Petraflex mats] with Galvanized Cable and Filter Fabric, Crimps, Crimpers and Spreader Bar(s)

#### A. Quantities

First thirty (30) calendar days - \_\_\_\_ mats Daily production - \_\_\_ mats Weekly production - \_\_\_ mats Until Completion of Job

#### B. Method and Place of Delivery

Revetment mats to be delivered to the jobsite commencing \_\_\_\_\_\_, 2006, until completion or cancellation of job.

#### **SECTION THREE.**

#### Terms of Payment

Seller shall provide an early payment discount of \_\_\_\_\_% for payment received within 15 days of receipt of approved statement. Payment requests to buyer shall be in the form of approved invoices with corresponding delivery tickets signed by \_\_\_\_\_\_ and approved by Bridge

name of contractor

Design Associates, Inc.

#### SECTION FOUR.

#### **Duration of Contract**

This contract shall continue in effect for a period of \_\_\_\_\_ days from \_\_\_\_\_\_, 2006 to \_\_\_\_\_\_, 2006.

In addition to all other available remedies, seller may terminate this contract upon any default by buyer under this contract. Any termination shall be without prejudice to accrued rights of seller. All rights and remedies of seller are cumulative. Without prejudice to other rights or remedies, seller may, during any default by buyer, suspend deliveries.

#### **SECTION FIVE.**

#### **Product Prices**

The product prices of \$\_\_\_\_\_ per sq. ft. for \_\_\_\_\_ Erosion Control Block with Cable and \$\_\_\_\_\_ per sq. ft. for \_\_\_\_\_\_ Filter Fabric shall be a guaranteed price for other possible projects until

Page 2 of 4

#### SECTION SIX.

#### Warranty

Seller warrants to buyer that all products delivered under an order shall be free from defects in materials and workmanship, that all products will conform to the requirements of the order including, but not limited to, the applicable descriptions, specifications, and drawings that shall have been agreed to by the parties and, to the extent such items are not manufactured pursuant to detailed designs furnished by buyer, that all items will be free from all defects in design and installation; and shall be suitable for the intended purposes. The warranty period shall extend to final acceptance by buyer in accordance with the final acceptance test procedures as rnutually agreed between buyer and seller, whichever occurs last.

All units shall be sound and free from defects that would impair the strength or performance of the product. Cracks incidental to the usual methods of manufacture and chipping resulting from customary methods of handling in shipping, deliver, transfer or placement shall not be deemed grounds for rejection.

#### SECTION SEVEN.

#### Changes

Seller shall not initiate or make any change or modification in the performance, specification, design, terials, or components in or of the product without, in each case, having received buyer's prior written consent to any proposed change or modification. The acceptance of any product that has been so changed or modified without buyer's prior written consent shall be subject to revocation and buyer may reject such product at any time in spite of any time limitations contained elsewhere in this agreement. Further, seller shall be liable and shall defend, indemnify, and hold buyer harmless for any claims or damages, direct or indirect, incidental or consequential, arising from or occasioned by any change or modification to the product that has not been approved by buyer, notwithstanding any other limitations or waivers of liability, warranty, or remedy contained in this agreement.

#### **SECTION EIGHT.**

#### Indemnification

Seller agrees to indemnify and hold harmless buyer, its officers, agents, and employees, from and against any and all liabilities, damages, losses, costs, and expenses for injury or death of any officer, agent, or employee of seller, arising out of or in connection with products and services to be provided under this agreement. Buyer agrees to indemnify and hold harmless seller and its officers, from and against all liabilities, damages, losses, costs, and expenses for any officer, agent, or employee of buyer, arising out of or in connection with products and services to be provided under this agreement. Seller and expenses for injury or death of any officer, agent, or employee of buyer, arising out of or in connection with products and services to be provided under this agreement. Seller and buyer also each agree to release and waive any liability of any claim against the other, its officers, agents, and employees, for

s of or damage to property, including loss of use arising directly or indirectly out of or in connection with the other's performance under this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above ritten.

WITNESSES:	
	Company Name of Provider
(1) Witness Signature	Ву:
Printed Name of Witness	Printed Name and Title
(2) Witness Signature	Address
Printed Name of Witness	
	Corporate Seal
ż	
· · ·	
	LAKE WORTH DRAINAGE DISTRICT
(1) Witness Signature	By:C. Stanley Weaver, President
	Attest:
Printed Name of Witness	William G. Winters, Secretary
(2) Witness Signature	Corporate Seal
Printed Name of Witness	

Page 4 of 4

### SWORN STATEMENT UNDER §287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

#### ▲ HIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

(Name of entity submitting sworn statement)

\_\_\_ and my relationship

This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_\_ for \_\_\_\_\_\_

This sworn statement is submitted by\_\_\_\_

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

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

My name is

1.

2.

3.

4.

<sup>°</sup> 5.

6.

7.

8.

(Please print name of individual signing this form.)

to the entity named above is \_\_\_\_

I understand that a "public entity crime" as identified in Paragraph 287.133(1)(g) Florida Statutes, means a violation of any state of federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

- I understand that "convicted" or "conviction" as defined in Paragraph 287.131(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.
  - I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
    - 1. A predecessor or success of a person convicted of a public entity crime, or
    - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  - I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.

### IMPORTANT: CONTRACTOR MUST COMPLETE THIS SECTION BEFORE SIGNING FORM

Based on information and belief the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (Please indicate which statement applies.)

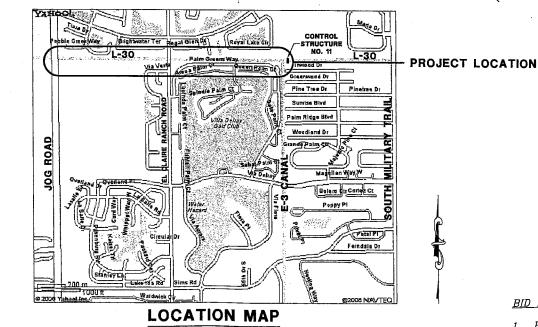
Statement - Page 1 of 2

# LAKE WORTH DRAINAGE DISTRICT L-30 CANAL REVETMENT PROJECT JOG ROAD TO CONTROL STRUCTURE No. 11 L.W.D.D. Project No. 06-8035S.01 (Installation) L.W.D.D. Project No. 06-8035S.02 (Materials)

### Sheet List Table

Sheet

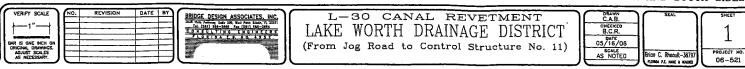
1 Cover Sheet General Notes and Typical Sections 2 Canal Plan - Sta. 100 + 00 to Sta. 110 + 00 Canal Plan - Sta. 110 + 00 to Sta. 125 + 00 Canal Plan - Sta. 125 + 00 to Sta. 140 + 00 6 Canal Plan - Sta. 140 + 00 to Sta. 154 + 00 Canal Sections - Sta. 100 + 00 to 104 + 00 Canal Sections - Sta. 106 + 00 to 110 + 00 Canal Sections - Sta. 112 + 00 to 116 + 00 10 Canal Sections - Sta. 118 + 00 to 122 + 00 11 Canal Sections - Sta. 126 + 36.00 to 130 + 00 12 Canal Sections - Sta. 132 + 00 to 136 + 00 13 Canal Sections - Sta. 138 + 00 to 142 + 00 14 Canal Sections - Sta. 144 + 00 to 148 + 00 15 Canal Sections - Sta. 150 + 00 to 153 + 00

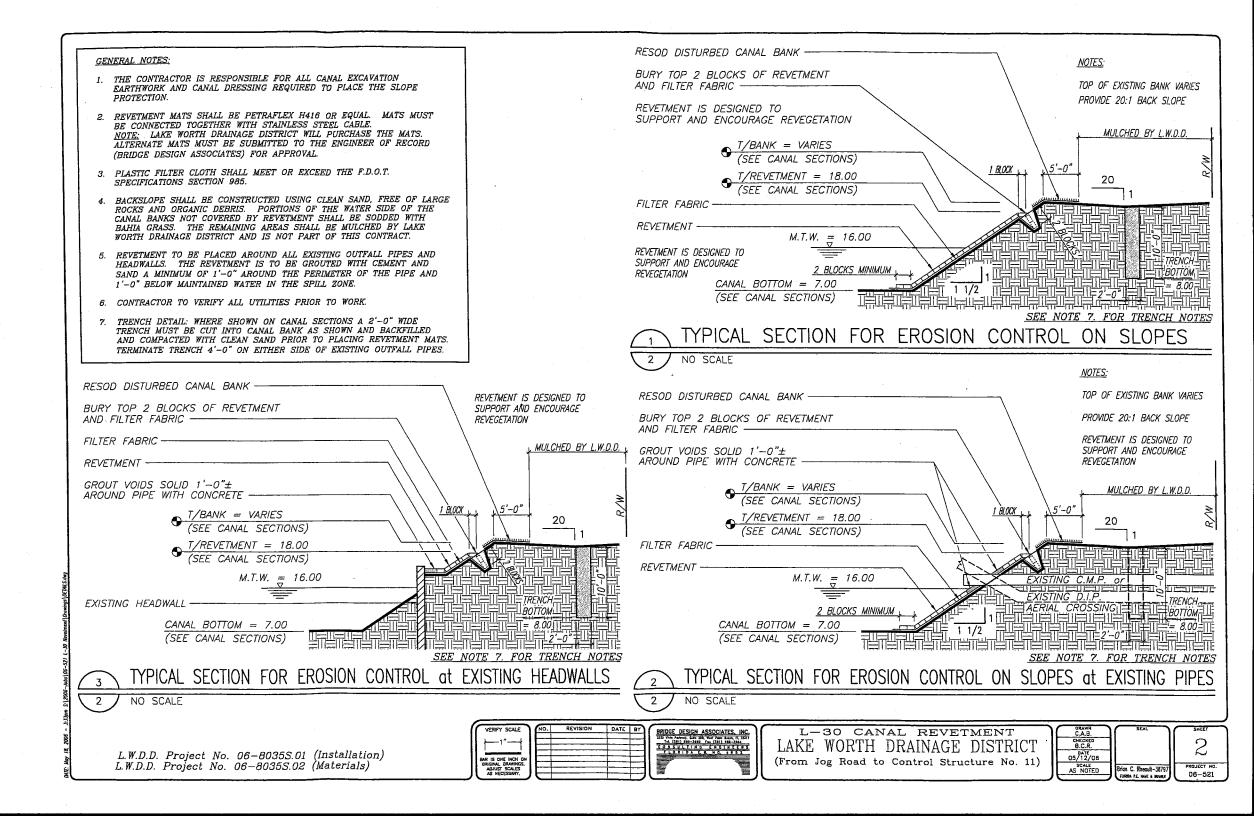


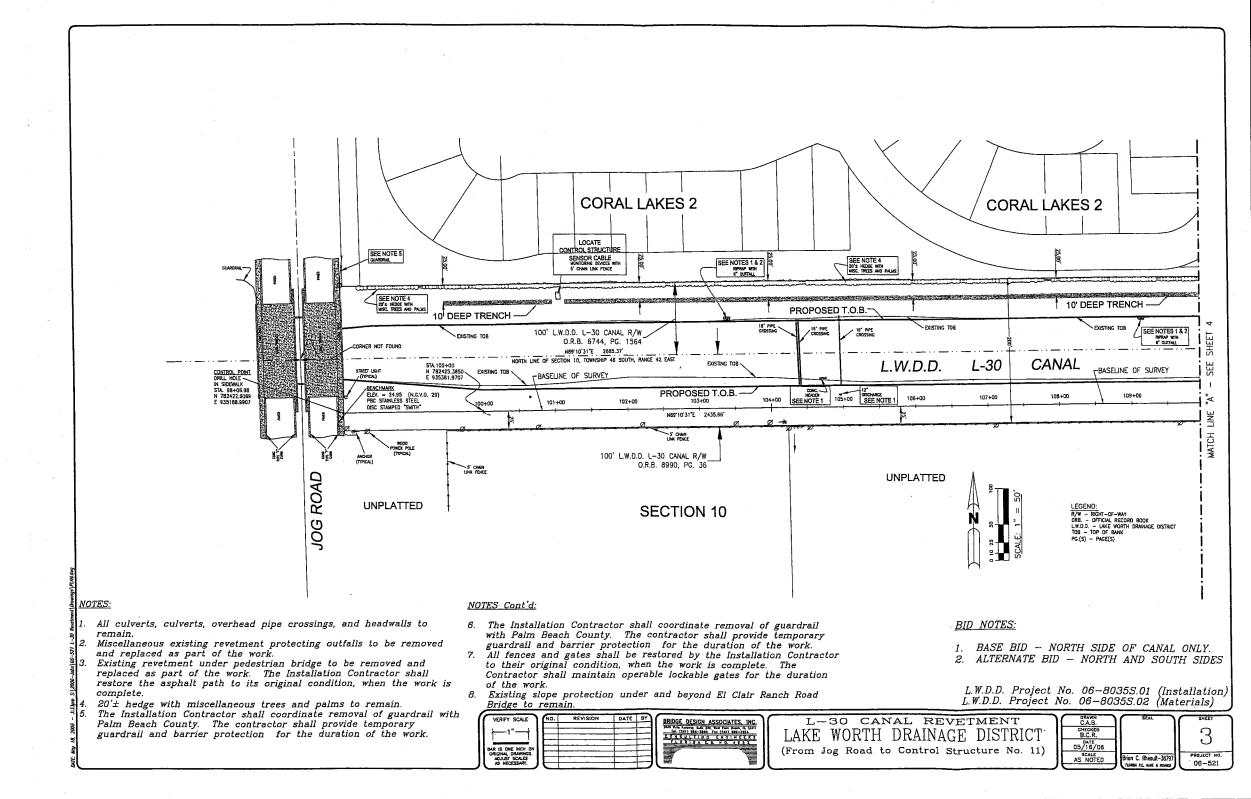
N.T.S

BID NOTES:

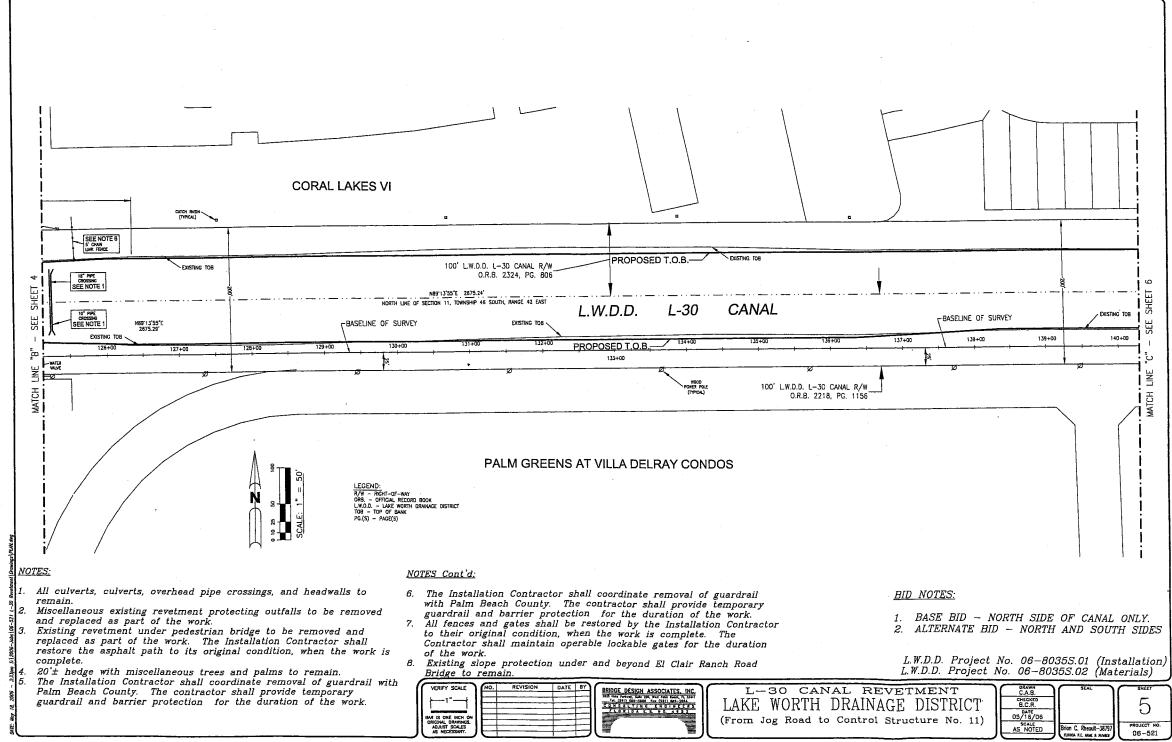
1. BASE BID - NORTH SIDE OF CANAL ONLY. 2. ALTERNATE BID - NORTH AND SOUTH SIDES







CORAL LAKES TRANSITION CANAL TOP OF BANK 122+00 TO 126+36.00 SEE NOTE 5 SEE NOTE 4 SEE NOTE 4 20'± HEDGE WITH WISC. TREES AND PAU SEE NOTE 4 20'± HEDGE WITH MISC. TREES AND PALMS CORNER NOT FOUND 10' DEEP TRENCH PROPOSED T.O.B. 10' DEEP TRENCH -CONTROL POINT DRILL HOLE IN SIDEWALK STA. 98+06.99 N 782461.0122 SEE NOTE 6 5' CHAIN UNK FENCE SEE NOTE : EXISTING TOP EXISTING TOB Š EXISTING TO -100' L.W.D.D. L-30 CANAL R/W CANAL L-30 L.W.D.D. EE O.R.B. 6744, PG. 1564 E.937859.6567 N89'10'31'E 2685.37' 46 SOUTH, RANGE 42 EAST £ NORTH LINE OF SECTION STA 124+35 94 N 782460.4492 E 937817.6605 ANGLE POINT 36" CUTFALL WITH RIPRAP SEE NOTES 1 & 2 TBASELINE OF SURVEY EXISTING TO SEE SEE NOTE 7 SEE NOTE 3 FXISTING TO BASELINE OF SURVEY PROPOSED T.O.B. 123+00 125+00 124+08 122+00 119+00 120+00 121+00 12" DISICHARGE SEE NOTE 1 118+00 116+00 114+00 115+00 113+00 < 110+00 112+00 111+00 Nor A State Sector NE. 10' DEEP TRENCH SEE NOTE 6 7 CHAN LINK FENCE ROAD MATCH MATCH -5' CHNN UNK FENCE SEE NOTE 5 WOOD POWER POLE (TYPICAL) 60' UNPLATTED LANDS-100' L.W.D.D. L-30 CANAL R/W S' CHAIN 0.R.B. 8990, PG. 36 RANCH UNPLATTED DELRAY VILLAS LEGEND: **SECTION 10** R/W - RIGHT-OF-WAY ORB. - OFFICIAL RECORD BOOK LW.O.D. - LAKE WORTH DRAINAGE DISTRICT TOB - TOP OF BANK **CLAIRE I** PG.(S) - PAGE(S) Ш NOTES Cont'd: NOTES: 1. All culverts, culverts, overhead pipe crossings, and headwalls to 6. The Installation Contractor shall coordinate removal of guardrail BID NOTES: with Palm Beach County. The contractor shall provide temporary remain. Miscellaneous existing revetment protecting outfalls to be removed guardrail and barrier protection for the duration of the work. 2. 1. BASE BID - NORTH SIDE OF CANAL ONLY. and replaced as part of the work. 7. All fences and gates shall be restored by the Installation Contractor 2. ALTERNATE BID - NORTH AND SOUTH SIDES Existing revetment under pedestrian bridge to be removed and replaced as part of the work. The Installation Contractor shall to their original condition, when the work is complete. The Contractor shall maintain operable lockable gates for the duration restore the asphalt path to its original condition, when the work is of the work. L.W.D.D. Project No. 06-80355.01 (Installation) L.W.D.D. Project No. 06-80355.02 (Materials) complete. Existing slope protection under and beyond El Clair Ranch Road 8. Bridge to remain.  $20'\pm$  hedge with miscellaneous trees and palms to remain. The Installation Contractor shall coordinate removal of guardrail with 5 BRIDGE DESIGN ASSOCIATES, INC. 2010 With Partner, Sele 200, Yeak Ann Serrer, R. 2011 I.d., (Stil) 488-2880, Yeak Ann Serrer, R. 2011 C.2. M.S.U.J. J.N.C. T.M.C.T.N.C.R.S. FLORIDA, C.B. H.C. 4 5 3 2 VERIFY SCALE L-30 CANAL REVETMENT C.A.B. Palm Beach County. The contractor shall provide temporary LAKE WORTH DRAINAGE DISTRICT CHECKED B.C.R. guardrail and barrier protection for the duration of the work. 4 05/15/06 BAR IS ONE INCH O ORIGINAL DRAWINGS ADJUST SCALES AS NECESSARY. (From Jog Road to Control Structure No. 11) AS NOTED PROJECT NO Brian C. Rheault-38797 06-521 FLORIDA P.E. NAME & MAN



CANAL R/W ¶∑w CANAL CANAL 1562 ц 38 ිස් L.W.D.D. L.W.D.D. 65° L.W.D.D. F O.R.B. 6744, EXISTING CULVERT SEE NOTES 1 ·50 L.W.D.D. EASEMENT WRAP REVETMENT 33,92 O.R.B. 5107. PG. 744 28 AROUND CORNER 50'± 10' DEEP TRENCH -CATCH BASIN (TYPICAL) PROPOSED T.O.B. CONTROL EXISTING TOP 80' L.W.D.D. L-30 CANAL R/W TRUCTUR - TOE EXISTING TOP O.R.8. 3929, PG. 606 LOCK ŝ EXISTING ROCK RUBBLE TO REMAIN CORNER NOT FOUND SHEET EXISTING TOB BASELINE OF SURVEN EXISTING TOP -BASELINE OF SURVEY EXISTING TOB SEE PROPOSED T.O.B. -150+00 151+00 153+00 152+00 147+00 148+00 149+00 145+00 144+00 142+00 143+00 141+00 N89'13'55"E 3063.96 3063.96 N89 13 55 E 5' CHAIN INK FENCE 146+00 BENCHMARK DISC STAMPED CONTROL POINT SET IRON ROD & DISC N 782499.9289 E 940762.6841 STA 153+81.23 ø

WRAP REVETMENT AROUND CORNER 50'± WOOD POWER POLE (TYPICAL) LINE 5' L.W.D.D. R/W-MATCH O.R.B. 2218, PG. 1154 -125 40' L.W.D.D. R/W--80' L.W.D.D. PER PLAT NO. 3 CANAL OF DELRAY GARDEN ESTATES PALM GREENS AT VILLA DELRAY CONDOS P.B. 23, PG. 184 БЦ LEGEND: RAW - RIGHT-OF-WAY ORB. - OFFICIAL RECORD BOOK LW.D.D. - LAKE WORTH DRAINAGE DISTRICT TOB - TOP OF BANK PG.(S) - PAGE(S) W.D.D.

#### NOTES:

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#### NOTES Cont'd:

All culverts, culverts, overhead pipe crossings, and headwalls to remain.

- Miscellaneous existing revetment protecting outfalls to be removed 2. and replaced as part of the work.
- 3. Existing revetment under pedestrian bridge to be removed and replaced as part of the work. The Installation Contractor shall restore the asphalt path to its original condition, when the work is complete.
- 20<sup>°±</sup> hedge with miscellaneous trees and palms to remain. The Installation Contractor shall coordinate removal of guardrail with Palm Beach County. The contractor shall provide temporary guardrail and barrier protection for the duration of the work.
- 6. The Installation Contractor shall coordinate removal of guardrail with Palm Beach County. The contractor shall provide temporary
- guardrail and barrier protection for the duration of the work. 7. All fences and gates shall be restored by the Installation Contractor to their original condition, when the work is complete. The Contractor shall maintain operable lockable gates for the duration of the work.
- 8. Existing slope protection under and beyond El Clair Ranch Road Bridge to remain.

#### BID NOTES:

"SPILLWAY" ELEV. = 20.18

> 1. BASE BID - NORTH SIDE OF CANAL ONLY. 2. ALTERNATE BID - NORTH AND SOUTH SIDES

L.W.D.D. Project No. 06-80355.01 (Installation) L.W.D.D. Project No. 06-80355.02 (Materials)

140' L.W.D.D. PER PLAT NO. 3-OF DELRAY GARDEN ESTATES

DELRAY

GARDENS

**ESTATES** 

P.B. 23, PG. 184

- 5' CHAIN

155+00

STA 155+00-

N 782501.5209 E 940881.4430 END OF SURVEY

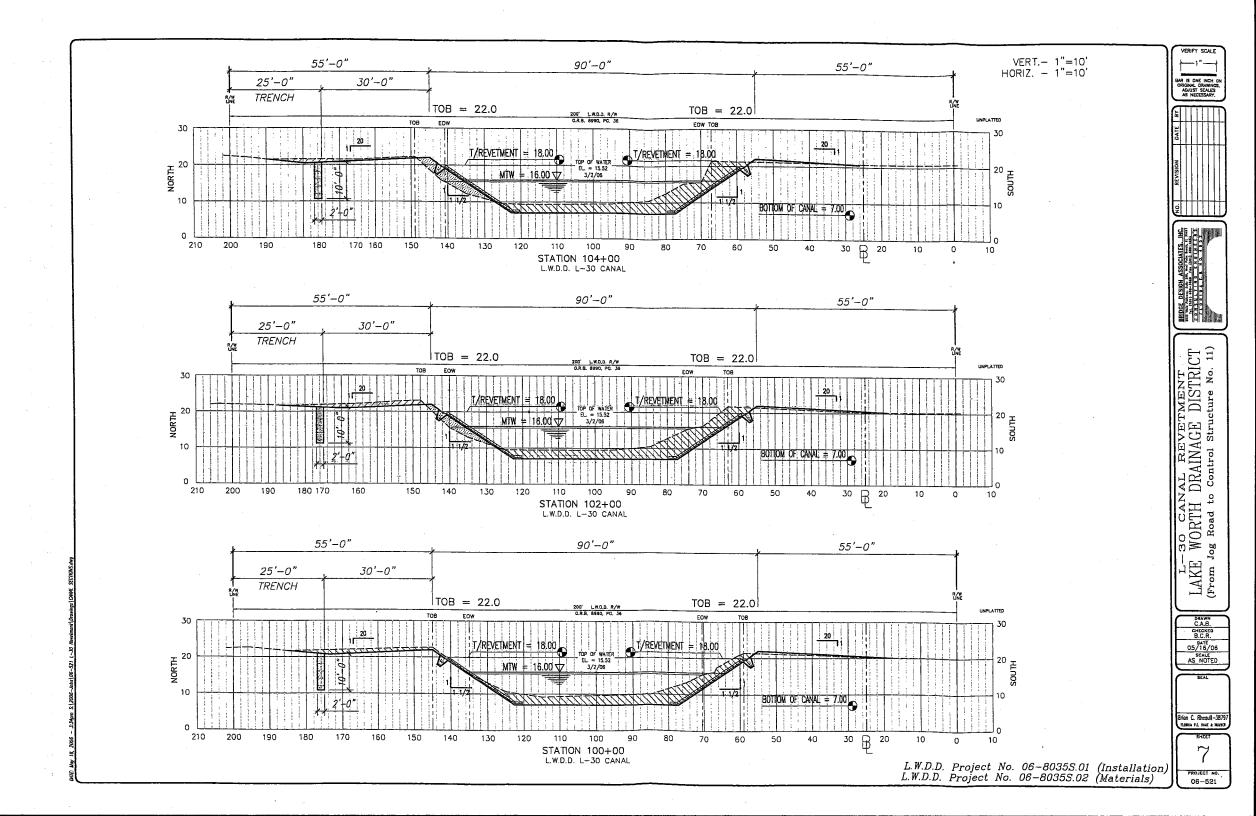
NO. VERIFY SCALE REVISION DATE 
 BRIDGE
 DESIGN
 ASSOCIATES.
 INC.

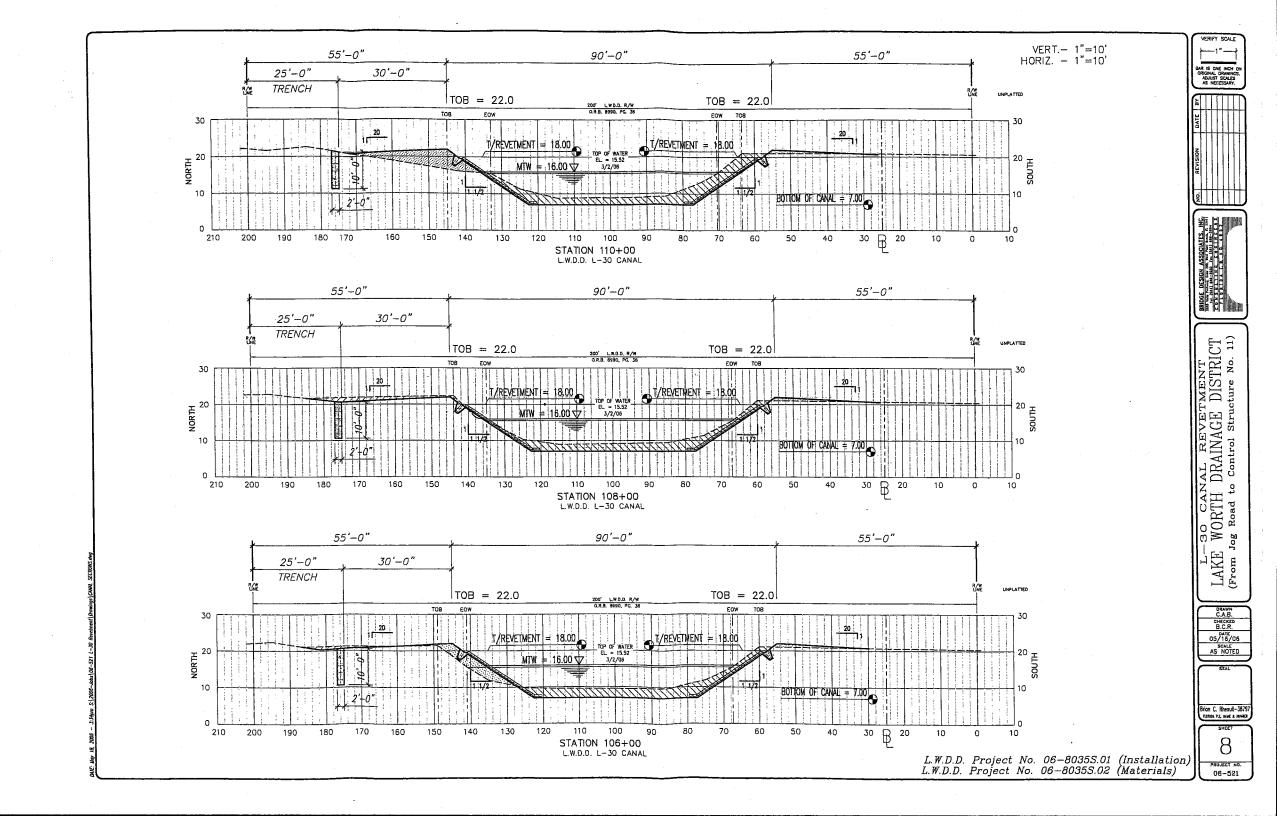
 200
 Inite Fertiver, Safe 200, West Fain Sende, R. 33411
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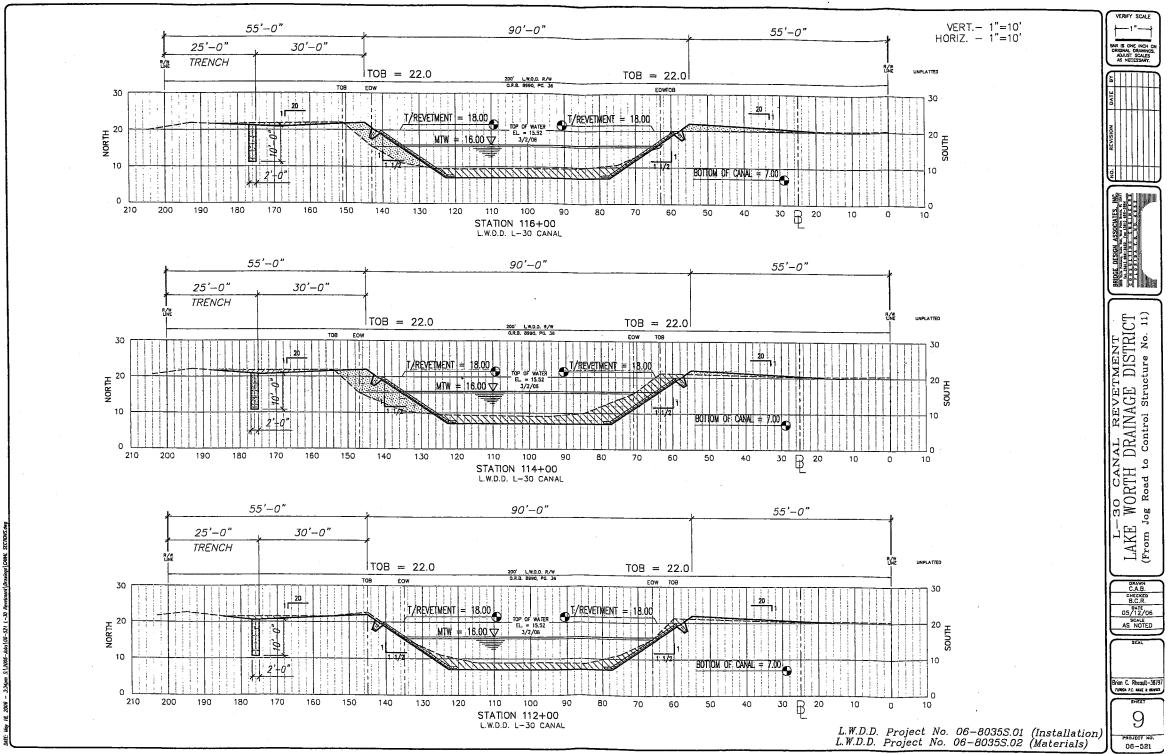
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 Safe 200, West Fain Sende, R. 344, West Fain Sende, R. 33411
 Inite Fertiver, Safe 200, West Fain Sende, R. 344, West Fain Sende, R. 3 L-30 CANAL REVETMENT C.A.B. LAKE WORTH DRAINAGE DISTRICT CHECKED B.C.R. 6 05/16/06 ADJUST SCALES (From Jog Road to Control Structure No. 11) AS NOTED PROJECT NO Brian C. Rheault-38797 06-521 OBOA P.E. HAVE & HOURS







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