SUBJECT: NORTH AREA - BID E, F, AND G - CITY CONTROLLED OUTFALL MAINTENANCE

BID #: ITQ-10257-21

OPEN DATE: 4/18/2021

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION PROJECT – ONE-TIME PURCHASE

AGENCY: RIGHT OF WAY & STORMWATER MAINTENANCE DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 20 **NUMBER RECEIVED:** 4 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject bid was issued informally. Recommend approval of emergency award to the lowest responsive, responsible bidder, Mazen El Ghali, Amazing Property Preservation, Inc., in the not-to-exceed expenditure amount of $231,435.00. Period of service will be a one-time purchase.

Funding will be encumbered from account 32111.153101.565050.000000.00000000.00000.0000000 and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Specifications

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Stephen D. Long Jr., P.E., Chief, Right of Way and Stormwater Maintenance Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Right of Way & Stormwater Maintenance Division
609 St. Johns Bluff Road
Jacksonville, FL 32225
(904) 472-2900
www.coj.net

ONE CITY ONE JACKSONVILLE

September 9, 2021

MEMORANDUM

TO: Greg Pease, Chief, Procurement Division

THRU: John P. Pappas, P.E., Director of Public Works

FROM: Steven D. Long, P.E. Chief,
Right of Way and Stormwater Maintenance Division

RE: **RECOMMENDATION TO AWARD**
City Controlled Outfall Maintenance, Bid Pkgs E, F, and G – NORTH
ITQ: 10257-21
Award Amount: $231,435.00

We request that ITQ-10257-21 North Area, Bid Pkgs E, F, and G be awarded to the lowest responsive bidder as an emergency. This work is an emergency due to the urgent nature of the work. Since the start of the COVID Pandemic, Public Works has lost access to the JSO Inmate Program that was previously utilized to perform this work. As such, we have ditches in dire need of cleaning and clearing to ensure the flow of stormwater during rainfall events. By having stormwater flow properly, it reduces the potential for flooding and improves safety for the residents of Jacksonville.

Please be advised that the Right of Way and Stormwater Maintenance Division of the Department of Public Works has reviewed the bids received for the above referenced project.

We have determined that Mazen El Ghali, Amazing Property Preservation, Inc., PO Box 19722, Jacksonville, FL 32245 was the lowest, most responsive bidder.

We, therefore, recommend the subject bid for the North Area in the amount of $231,435.00 be awarded to Mazen El Ghali, the lowest conforming bidder.

Work will be issued by individual purchase order and funding will be encumbered from the Right of Way and Stormwater Maintenance Division Outfall Ditch account, 32111.153101.565050.00000.00000000.00000.

Attached are the Bid Tabulations and the Lowest Bid Submittal.

If you require any additional information, you may contact Steve Long at 255-4283.

Award Solicitation: NORTH - BID E, F, AND G - CITY CONTROLLED OUTFALL

Solicitation ITO 10257-21 Procurement BU COJ BU Close Date 4/16/2021 16:18 Solicitation Currency USD	Responses Received 4 Active Responses 4 Shortlisted Responses 4	Invited Suppliers 20 Will Participate 5 Responded 4

Overview

	A Real Unique Enterprise LLC Response: 256262	A Sanctuary House of N. FL Inc Response: 255256	Corey Morman Response: 256253	Mazen El Ghalil Response: 253256
Business Relationship	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized
Supplier Site	Order/Remit	Order/Remit	Order/Remit	Order/Remit
Supplier Contact	Robertson, Isidore	Hatten, JASPER	Morman, Corey	ElGhali, Mazen
Response Status	Active	Active	Active	Active
Shortlist Status	Included	Included	Included	Included
Response Amount	375,000.00	312,124.50	344,025.00	231,435.00
Total Award Amount				231,435.00
Time of Response	4/18/2021 14:59	4/16/2021 17:43	4/18/2021 11:17	4/16/2021 10:51
Response Valid Until				
Reference Number				
Note to Buyer				
Attachments	No	No	No	No

Requirements

Requirement	Target Value	A Real Unique Enterprise LLC Response: 256262	A Sanctuary House of N. FL Inc Response: 255256	Corey Morman Response: 256253	Mazen El Ghalil Response: 253256
1. Minimum Requirements					
1. Is your business located within Duval County?		a. No	b. Yes, Proof of Local Business Tax Receipt attached.	b. Yes, Proof of Local Business Tax Receipt attached.	b. Yes, Proof of Local Business Tax Receipt attached.
Attachments			Yes	Yes	Yes
2. Awarded supplier shall maintain, for the entire term of the contract, current insurance coverage as stated in the Insurance Requirements. All insurance certificates shall list the City of Jacksonville as an additional insured and include the PO number. A copy of the insurance certificate shall be provided within ten (10) calendar days after receipt of PO.		a. Acknowledged	a. Acknowledged	a. Acknowledged	a. Acknowledged
2. Required Forms					
1. Supplier certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Supplier's company.		a. Yes, Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company. (Complete Section I)	a. Yes, Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company. (Complete Section I)	a. Yes, Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company. (Complete Section I)	a. Yes, Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company (Complete Section I)
Attachments		Yes	Yes	Yes	Yes

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SPECIFICATIONS

Maintenance and Pruning of City Controlled Outfall Easements and Ditches
NORTH Area – Bid "E, F and G"

1. **SCOPE:**

The work covered by these Specifications consists of furnishing all equipment and labor and performing all operations necessary for littering and mowing and pruning of **City Controlled Outfall Easements and Ditches and connecting Right of Way** in a mapped targeted area provided for in this specification. The work will also include disposal of litter and debris generated by this process.

2. **INTENT OF PROJECT:**

It is the intent of this specification is to provide, upon request, the City of Jacksonville with maintained **City Controlled Outfall Easements and Ditches and connecting Right of Way** which is clean and neat in appearance. It is not the intent of these Documents to minutely define the mode, means, methods, techniques, sequence or procedures of construction selected by the CONTRACTOR or the safety precautions and programs incident to the work, but rather to set forth reasonable and rational criteria for the performance thereof.

3. **WORK SITES:**

The specific **Outfall Easements and Ditches** are within the mapped boundary which is attached. (SECTION B) The number of miles of **Outfall Easements and Ditches and connecting Right of Ways** in Section B are listed on the map and the total number of miles in Section B is listed in the unit price sheet (Section A). Specific starting point of work within the mapped outfall segments will be determined by the Contract Manager.

4. **LABOR, EQUIPMENT AND MATERIALS:**

The CONTRACTOR shall furnish all labor, equipment and materials necessary to accomplish the work specified herein within the 30 days of a Purchase Order being issued. All vehicles used by the CONTRACTOR shall be clearly and legibly identified by a sign with the company name and telephone number. At no time shall employee's Personal vehicles be parked on or adjacent to the work sites.

5. **CONTRACTOR'S SUPERVISION AND SUPERINTENDENT:**

The CONTRACTOR shall supervise and direct the work efficiently and with its best skill and attention and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and shall be solely responsible for the supervision of its employees while performing work under this specification. At no time shall the CITY supervise or accept responsibility for employees of the CONTRACTOR.

The contractor's superintendent shall speak, read and understand English. At least one responsible person who speaks, reads and understands English shall be with each work crew at all times while working on this project.

(Remainder of the page intentionally left blank)

6. QUALIFICATION OF PERSONNEL:

The Contractor's personnel shall be fully competent in performing the work called for in these specifications and shall be solely responsible for their performance during the extent of this specification.

Should the Engineer determine that an employee of the contractor is incompetent, intemperate, disorderly, or insubordinate; such employee shall, upon written notice by the engineer, be discharged from the work and shall not be allowed to perform work under this specification without the written consent of the Engineer. Failure of the contractor to remove such an employee from the work force may result in a temporary suspension of work and withholding of payments until the problem is corrected.

Bidder must own, lease or rent an interior office space and a warehouse and/or outdoor storage yard to contain the equipment required by this contract at the time of the Award. The office and equipment storage must be at a location zoned by the City for commercial or industrial use. Submit address of facility and proof that the facility is owned, leased, or rented by the Bidder.

The Contractor shall protect, defend, indemnify and hold harmless the City, its agents, officials and employees from any and all claims, actions and/or suits which may arise from such removal, discharge or suspension of employees. The following table lists the insurance requirements for this proposal. These will be verified before a PO is issued. **If the low bidder cannot meet these requirements upon the submission of his or her bid the city will award to the next lowest bidder.**

SCHEDULE	LIMITS
Commercial General Liability Occurrence Basis Only)	
Premises-Operations Blanket X, C, U Hazards Products/Completed Operations Contractual Liability Independent Contractors Watercraft, if applicable	$2,000,000 Aggregate $1,000,000 Per Occurrence
Auto Liability	
All Autos-owned, non-owned, or hired	$1,000,000 Combined Single Limit
Worker's Compensation	
Florida Statutory Coverage & Employer's Liability (Including appropriate Federal Acts-USL&H and Jones Act)	$100,000 Each Accident $500,000 Disease Policy Limit $100,000 Each Employee/Disease

7. WORK HOURS:

In general, all work shall be performed during daylight hours. For special operations, night work may be allowed if so authorized in writing by the engineer. No work shall be done when weather conditions limit visibility to less than 500 feet.

No work shall be done on Saturdays, Sundays or City holidays. When a holiday falls on a Saturday, no work shall be done on the preceding Friday. When a holiday falls on a Sunday, no work shall be done on the following Monday. Exceptions to this rule shall be made only by written permission of the engineer.

8. TRAFFIC MAINTENANCE:

The CONTRACTOR shall plan and coordinate its work with the City of Jacksonville Traffic Engineering Division so as to minimize traffic interferences. The rules and instructions of the Traffic Engineering Division shall be followed for the public benefit. The CONTRACTOR has the responsibility to maintain ingress and egress at all times for local residents. The CONTRACTOR will be financially responsible for damage to local vehicles caused by or as a result of his operations. In the event of delay in CONTRACTOR honoring such financial claims, the CITY will, after 3 days written notice, honor the claim and deduct the cost thereof from any monies due the CONTRACTOR.

Cleaning and trimming operations for this specification shall be scheduled with the Streets and Drainage Division. It is the CONTRACTOR`s responsibility to coordinate with and receive approval from the CITY prior to performing any work under these specifications.

If, in the judgment of the CITY, performance of work constitutes a safety problem, the CITY shall have the authority to dictate working hours.

Traffic must be maintained at all times. Consequently, the CONTRACTOR shall be held liable for any accident or altercation which may occur due to neglect of the items outlined above. If in the judgment of the CITY the CONTRACTOR has neglected to comply with the guidelines outlined above, the CITY will have the authority to stop work without prior notice. All mobilization, materials and/or other cost incurred by work stoppage shall be the CONTRACTOR`s responsibility.

Payment for maintenance of traffic at each site shall be included in the cost of cleaning trimming and removing debris at that particular site.

9. RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The contractor shall use due care at all times to avoid damaging property, both private and city owned, which exists within the work areas damaging all property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities which may exist within the work area. Included in this provision are privately owned items such as shrubbery, flower beds, irrigation systems (sprinkler heads), mailboxes and other items which may be located within the city's right-of way. The engineer shall make a prompt determination of liability in case of damage.

Any damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. With the exception of street lights and traffic signs, guardrails, delineators and other traffic appurtenances, all repairs shall be made by the contractor at no cost to the City. All repair work shall be completed prior to submitting an invoice for payment. Repair work performed by the contractor in an unsatisfactory manner will be repaired by the City with all incurred costs deducted from the contractor's billing.

Damaged street lights and traffic items shall be repaired by the city at the current total cost of materials, labor and equipment. Such total costs shall be deducted from monies due the contractor for work completed.

When property damage creates an unsafe condition, the City reserves the right to make immediate repairs at the contractor's expense.

10. SAFETY:

The CONTRACTOR shall be solely responsible for ensuring the safety of its crew(s), employees and subcontractors, along with the safety of the public, while performing the work required by these specifications.

11. SCHEDULE:

The Outfall Easements and Ditches and connecting Right of Ways are to be maintained as specified within the boundaries of the map provided shall be cleaned of **litter, pruned** and **mowed** within 30 days of receiving a PO from the City. The Contractor shall provide the City with a detailed schedule of the work that will be accomplished that week. The Contractor shall provide the City with a detailed drawing at the end of each week of the mapped sections that were completed. These schedules will be developed by the Contractor and approved by the City.

The Contractor shall begin work within five (5) days after issuance of a Purchase Order(s) from the City and will be allowed a maximum of 30 days to accomplish the work.

12. MOWING, PRUNING, TRIMMING, EDGING AND DEBRIS REMOVAL:

The work described in this section consists of one time grass mowing, pruning, weed eating, edging, and blowing and debris removal per mile of **Outfall Easements and Ditches connecting Right of Ways** in the mapped targeted area.

A. **Litter**

The CONTRACTOR shall remove all litter and debris from the **entire "Outfall Easements and Ditches"** prior to beginning the mowing operation. Sub-dividing, ripping or scattering the litter by the mowing operation **will not be allowed**. Removal of small trees, limbs and/or branches that can be picked up by hand and that are less than 4 inches in diameter shall be the CONTRACTOR's responsibility. However, when large trees, limbs and/or branches are encountered on site, the CONTRACTOR shall notify the CITY in order to arrange for their removal. Mowing, edging and trimming will continue around such objects until they are removed.

It may be necessary to pick up litter prior to mowing and then after mowing. **This should be included in the price per mile.**

B. **MOWING, EDGING, BLOWING & WEEDEATING**

The mowing, edging, blowing and line trimming operations shall consist of cutting all grass to a height of three to four inches above the ground level for all of the listed **Outfall Easements and Ditches connecting Right of Ways**, stick edging all horizontal hard edges such as curbs, walks, and drives, and blowing all debris generated off of any paved areas. All weed and nuisance vegetation growing on, in or around sidewalks, tree wells, fence lines and curbs within the **Outfall Easements and Ditches and connecting Right of Way** area are to be line trimmed down to ground level. Any area not accessible to riding mowers must be push mowed or string trimmed. All ditch slopes and bottoms must be cut and cleaned if water exist in ditch bottom trim vegetation no more than 4 inches above water line and remove cut vegetation from flow line. At no time shall equipment cause damage to the grass or ground over which it is used. It may be necessary to mow **Easements and Ditches** or **Right of Ways** the several times to achieve the City's desired result. Any and all buildup of excessive grass that has been generated by the mowing or line trimming operation will be removed or raked out to avoid large clumps or excessive layers of cut vegetation. Payment for litter, mowing, edging, blowing and line trimming shall be included in the price per mile.

C. **Pruning Outfall Easements and Ditches Encroachment Clearing.**

1. **Contractor shall perform all tree work and pruning in accordance with recognized standards and principals of arboricultural practice including the latest edition of the American National Standard for Tree Care operations ANSI- 133.1-1994, and the National Arborist Association A300 Standard, unless otherwise stated in a provision within these specifications.**

2. **Use reduction cut, heading cut, or removal cut to remove branches. Leave the branch bark ridge and branch collar. Do not leave branch stubs. When raising the tree crown, try to retain live branches in the upper 60% of the tree height (60% crown ratio).**

3. **The Contract Manager will mark areas for Encroachment Clearing, and identify any trees to remain.**

4. **Clear vegetation to provide a clear and open area which extends over the roadway and the adjacent right-of-way to a height of thirteen (13) feet above the road surface (clear zone). Vegetation clearance shall include all trees under 4" DBH, brush, vines and limbs within the right-of-way and those portions of vegetation on adjacent parcels that have grown into the clear zone.**

5. **Cut all trees less than 4" DBH and brush in the right-of-way flush to the ground.**

6. **The Contract Manager may select certain trees ≥ 4" DBH to be preserved within the clear zone. These trees shall be protected from damage during the clearing operation.**

7. **After clearing, remove from the work site and from adjacent pavement all debris generated by the clearing operation. Remove all debris within 24 hours after pruning. Do not place debris where it will block or inhibit travel on any road or private drive.**

8. **Cleared vegetation debris may be ground in-place if the vegetation is shredded, chipped or mulched to a fine consistency that will not interfere with the use of a rotary mower and if the mulch layer is no more than 2 inches thick. Grass clippings may remain in turf areas.**

9. **The cost for Pruning and encroachment clearing and disposal shall be included in the unit price for mile**

13 REMOVAL OF DEBRIS:

The CONTRACTOR shall be responsible for removing all litter and debris from the site prior to beginning any other work. Litter and debris may consist of various size bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, brush, white goods, furniture, dead animals, and other items not considered normal to the work sites. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the job site. Sub-dividing, ripping or scattering litter by mowing will not be allowed

a. TIRES:

The Bidder must have a Waste Tire Transporter License (WTTL) from the City of Jacksonville. The license is required in order to transport waste tires to a legal disposal site as part of the debris removal services required by this Contract. All tires and pieces of tires encountered shall be removed from the site and disposed of at a recycle facility or landfill which will accept tires.

b. DEAD ANIMALS:

Any dead animals encountered shall be placed in a plastic garbage bag, securely closed and placed along the roadside. The CONTRACTOR shall notify the CITY as soon as possible of the animal's location in order for notification of proper authorities. The CONTRACTOR shall not be responsible for transport or disposal of dead animals.

c. LARGE OBJECTS:

When large items such as refrigerators, television sets, water heaters, air conditioners, etc. are encountered, the CONTRACTOR shall notify the CITY so arrangements can be made for their removal. The CONTRACTOR shall work around the item until it has been removed.

d. TREES, LIMBS AND BRANCHES:

Removal of small trees, limbs and/or branches that can be picked up by hand shall be the CONTRACTOR's responsibility.

e. ABANDONED VEHICLES:

Abandoned vehicles which may be encountered shall be treated in the same manner as the "large objects" described above.

f. METHOD OF PAYMENT:

Payment for the above described work shall be included in Price per Mile and shall include all fees for transportation and dumping.

14. LIQUIDATED DAMAGES:

The CONTRACTOR shall pay to the CITY liquidated damages in the amount of one hundred dollars ($250.00) per calendar day for failure to complete the work within the specified 30 day time frame.

As an alternative, the CITY reserves the right to deduct unfinished work from this Contract and assign such unfinished work to another Contractor. Should this option be utilized, the CONTRACTOR will be responsible for any additional costs incurred by the CITY. Rain delays and/or repeat work for failure to comply with the Specifications will not be considered justifiable cause for time extensions.

15. REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICE:

If any of the work called for under this Contract is not accomplished at each roadway in its entirety, the value of such incomplete work shall be determined by the CITY and deducted from any invoice claiming such work for payment. No payment will be made until all work is completed in accordance with these Specifications.

16. PAYMENTS:

The contractor will provide a unit price per mile for Litter, Mowing and Pruning the Easements and Ditches and adjacent Right of Ways. Easements and Ditches and Right of Ways may be anywhere from 4 to 100 feet in width. The contractor will be responsible for litter and debris removal, weed eating, pruning,

blowing and mowing the entire mileage that is given for the mapped targeted area. This estimated mileage is provided to the contractor in Section A of this specification. The miles are located in the mapped targeted area provided in Section B of this specification. Some of these miles will require limited or no maintenance some of the miles will have heavy litter and overgrowth. The city reserves the right to add or delete miles of right of way to this specification.

The CONTRACTOR shall be paid when work has been completed and accepted by the CITY. There shall be a total of one payment made after the completion of the work. This payment will be based on a provided all work is complete and acceptable. No partial payment will be made.

Payments for each cycle completed after the CONTRACTOR has submitted approved documentation in the form of original weight tickets or receipts issued by the facility which accepted the litter and/or debris. In addition, the Contractor must submit the following notarized certificate signed by an officer of the firm:

> *"This is to certify that the attached disposal weight tickets, numbered _____ or receipt, numbered _____ are only for debris or white goods picked up in the performance of operation blight r/w cleanup specification requirements for the , PO. No. _____, during the month of _____, 201___."*

17. PAYMENT REQUESTS:

The Contractor may request payment only after each target area is completed and accepted in its entirety.

18. AUTHORITY OF THE ENGINEER / INSPECTOR:

All work shall be done to the satisfaction of the engineer/inspector. The primary authority of the Engineer/Inspector shall be to evaluate the contractor's work for compliance with the contract documents. At no time shall the engineer/inspector supervise the contractor's work force nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the execution of this contract.

19. OBSTRUCTION BY OTHER WORK:

If access to work sites is obstructed by construction within the targeted work areas, the contractor shall immediately notify the engineer/inspector in order to coordinate work around the area of construction. At no time shall the contractor be entitled to compensation or adjustments in the contract unit prices for work that was deleted or delayed due to such construction.

20. PERMITS, FEES AND NOTIFICATIONS:

It shall be the contractor's responsibility to secure and pay for any and all permits which may be required to accomplish the work called for. It shall also be the contractor's responsibility to conduct the work in accordance with required regulations and to notify, in advance, all utilities and/or other parties which may be affected by the contractor's operations. All permit fees, if any, associated with the performance of this contract shall be borne by the contractor.

No work shall be performed under the provisions of these contract documents on any private property without the express written consent of the affected lawful landowner and approval of the engineer. Such permission shall be secured by the contractor and shall identify the provisions under which such work is to be performed and shall not constitute a liability to the city nor relieve the contractor of its responsibilities. A copy of the landowner's written permission shall be furnished promptly to the engineer/inspector.

21. HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:

Should the contractor encounter or expose a condition which may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the engineer/inspector shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke or other conditions which appear abnormal may be indicators of hazardous and/or toxic wastes or pollutants and shall be treated with extraordinary caution.

When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be by others, not the contractor, and shall be made in accordance with the laws, requirements and regulations of local, state and/or federal agencies having jurisdiction.

The contractor's operation may not resume in such areas until so directed by the engineer/inspector.

22. PROVISIONS FOR CONVENIENCE OF PUBLIC:

The contractor shall schedule operations so as to minimize inconvenience to adjacent businesses and residents as well as vehicular traffic.

23. SUSPENSION OF WORK:

The engineer shall have the authority to suspend work, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, heavy traffic conditions due to special events and other situations which may cause a hazardous condition for motorists and/or pedestrians. Such suspensions of work will be ordered in writing explaining the reasons for the suspension. Normal operations may resume when directed by the engineer/inspector.

24. DEFAULT OF CONTRACT:

If the contractor fails to perform the work in accordance with the contract terms and conditions; fails to begin work within the time(s) herein specified; fails to pursue the work with adequate equipment, materials and/or manpower required to complete the work within the specified time frame; neglects or refuses to remove material from the job site; refuses to perform newly assigned work; fails to comply with contract requirements, minimum wage payments or EEO requirements; fails to perform the work in a suitable manner; or for any reasonable cause becomes unsatisfactory in the performance of the contract requirements, the City will give written notice to the contractor stating the nature of the failure to perform and providing time certain to correct the failure.

If, within the time period defined above, the contractor fails to correct the condition(s) for which the complaint was made, the City will have full power and authority to take the prosecution of the work out of the hands of the contractor and declare the contract in default.

Upon declaration of default of the contract, the City will have full power to appropriate or use any or all materials and equipment to complete the work or may enter in an agreement with others for the completion of work under this contract. All costs and charges incurred by the city due to the contractor's default will be charged to the contractor. In case the expense exceeds the sum which would have been payable under the contract, the contractor will be liable and shall pay the City the amount of the excess.

Should contractor establish a valid intent to prosecute the work in accordance with the contract documents after the notice has been issued and prior to any action by the City to complete the work, the City may elect to permit the contractor to resume work. Should this be the case, all costs to the City incurred as a result of the delay will be deducted from any money due or money which may become due under the terms of the contract.

The City shall have no liability for anticipated profits for unfinished work on a contract which has been determined to be in default.

25. TERMINATION OF CONTRACT:

The City reserves the right to terminate or suspend the contract in whole or in part at any time the interests of the city requires such termination or suspension. The City shall notify the contractor in writing five (5) days prior to such action with instructions as to the effective date or stage of work the action is to be taken. The contractor will be paid for all work performed and accepted up to the termination or suspension date including any reasonable termination expenses which can be documented. All payments will be based on the specification unit prices, which prices shall be deemed to include profit and overhead. No payment will be made for work which was not completed and accepted.

26. MISCELLANEOUS:

If any questions arise during bidding concerning this Project, contact Steve Long at 255-4300.

If any questions arise during performance of this contract, please contact Steve Long at 255-4300.

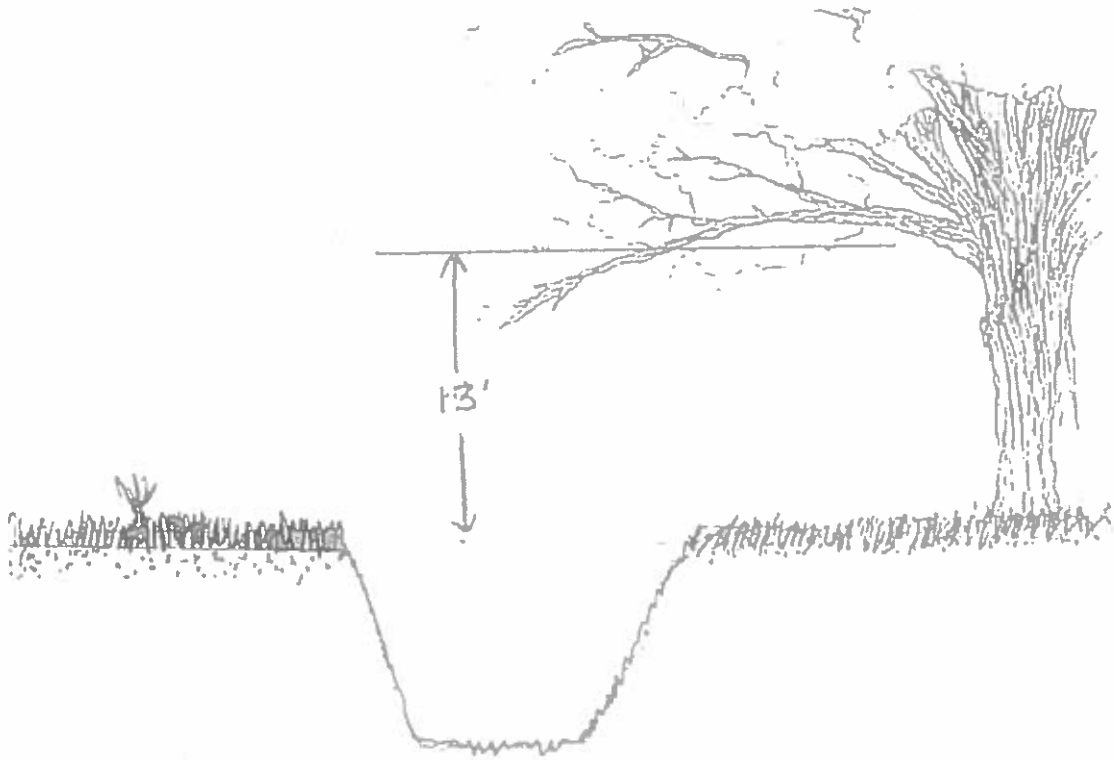
SECTION A
NORTH Area – Bid "E, F and G"

ITEM NO.	SITE DESCRIPTION	QUANTITY	UNIT	UNIT COST	FREQUENCY	TOTAL COST
1	Maintenance of City Easements and Outfalls	12.51	Miles	$_____	x 1 =	$_____

SECTION B
NORTH Area – Bid "E, F and G"

		BID "E"				
Ditch ID	Name	Street From	Street To	Total Length (FT)	Total Width	ZIP Code
N1-180	VERNON RD	WEST SIDE BLVD & LONGLEAF	E TO THE RAILROAD TRACKS	1076	30	32209
	DAVIS ST N.	1701 DAVIS ST N	E 203 ft & W 247 ft	450	70	32209
	FLAG ST	1805 FLAG ST	W 1956 ft	1956	20	32209
	BUNCHE DR	5304 BUNCHE DR	2822 CLEVELAND TERR	1060	40	32209
NW1-525	BROADWAY AVE	1771 BROADWAY AVE	S 145ft.	145	15	32209
NW1-563	COLLEGE GARDENS OUTFALL	2028 COLLEGE CIR S	MCMILLAN ST	2492	60	32209
NW2-142	LANGLEY ST	OLD KINGS RD	2ND ST W	7300	40	32209
NW2-147	SANTEE RD	4077 SANTEE RD	MONCRIEF RD W	550	40	32209
NW2-148	RAY RD	3173 RAY RD	NW 720ft.	720	30	32209
NW2-149	BORDEN ST	5131 BORDEN ST	NE 113ft.	113	35	32209
NW2-153	RICKENBACKER ST	2453 RICKENBACKER ST	N 275ft.	275	60	32209
NW2-155	2600 BLOCK OF 30TH ST W	RAILROAD	POND	100	30	32209
NW2-156	BRASQUE OUTFALL	5738 POITIER DR	5801 LUSAID DR	800	50	32209
NW2-158	BUNCHE OUTFALL	5319 BUNCHE DR	MONCRIEF RD	4437	40	32209
				21474	Feet	
				4.07	Miles	

		BID "F"				
Ditch ID	Name	Street From	Street To	Total Length (FT)	Total Width	ZIP Code
NW2-163	DAKOTA DR OUTFALL	5539 EARTHA DR	3214 BREVE DR	725	30	32209
NW2-164	MASTERS BRANCH	3160 45TH ST W	5800 NEW KINGS RD	1907	60	32209
NW2-166	NORTHWESTERN MIDDLE SCHOOL OUTFALL	2150 45 ST W	POND	1590	30	32209
NW2-167	WEST VIRGINIA OUTFALL	7048 WEST VIRGINIA AV	S 2280 ft.	2280	50	32209
NW2-186	SUNNY ACRES OUTFALL	2958 ANTHER CT	NE 2950ft.	2950	20	32209
NW2-189	BEGONIA RD	2946 ANTHER CT	NW 975ft.	975	30	32209
NW2-190	FRANCIS RD	ACROSS FROM 3075 FRANCIS RD	EDGEWOOD AVE	700	50	32209
NW2-191	RAY RD	6175 PETTIFORD DR W	6166 RAMAR CT	365	50	32209
NW2-192	KATANGA DR N	6255 CLEVELAND RD	E 1580ft.	1580	40	32209
NW2-203	ROTH DR	4333 ROTH DR	NE 325ft.	325	40	32209
NW2-204	MONCRIEF RD W	5246 MONCREIF RD W	5177 DOSTIE DR S	1915	40	32209
NW2-205	WELLAND RD	7035 WELLAND RD	NE 915ft.	915	40	32209
NW2-207	WELLAND RD	7008 WELLAND RD	KINGS RD	700	30	32209
NW2-208	LANTANA AVE	2640 LANTANA AVE	NE 910ft.	910	10	32209
NW2-209	CARNATION RD	6113 CARNATION RD	IRIS BLVD	800	15	32209
NW2-211	IRIS BLVD	6109 IRIS BLVD	2455 LANTANA AVE	275	20	32209
NW2-215	BORDEN ST	2917 BORDEN ST	HILTON ST	970	30	32209
NW2-216	ELLINGTON AVE	2413 ELLINGTON AVE	N 1687ft.	1687	15	32209
NW2-217	CAMPENELLA DR	5020 CAMPENELLA DR	SW 420ft.	420	15	32209
NW2-220	SPRING GROVE AVE	5002 SPRING GROVE AVE	40TH ST W	1370	30	32209
NW2-223	MCMILLAN OUTFALL	1983 18TH ST W	ELLA ST	2670	50	32209
				26029	Feet	
				4.93	Miles	

7			BID "G"				
3	Ditch ID	Name	Street From	Street To	Total Length (FT)	Total Width	ZIP Code
9	NW2-224	2800 ALMEDA ST	2800 ALMEDA ST	PENTON ST	400	40	32209
0		19TH ST W	PALAFOX ST	DANSON ST	525	15	32209
1	UC1-11	BUNCHE DR POND DRAINAGE DITCH	5255 BUNCHE DR	S 590 ft	590	25	32209
2	UC1-12	PAYNE AVE	1102 9TH ST W	PAYNE CT	1000	70	32209
3	UC1-13	GRUNTHAL ST	1820 GRUNTHAL ST	ELLA ST	265	10	32209
4	UC1-9	BESSIE OUTFALL	33RD ST W	MONCRIEF RD	2675	45	32209
5	N1-174	BELAFONTE DR	5612 BELAFONTE DR	3050 BREVE DR	733	30	32209
6	N1-178	CYPRESS INN DR	6166 CYPRESS INN DR	N 500 ft	500	15	32209
7		6TH ST W	2033 6TH ST W	W to THE RAILROAD TRACKS	695	40	32209
8	NW1-580	HARLEY OUTFALL	375 HARLEY DR	405 HARLEY DR	390	20	32218
9	NW1-581	HARLEY OUTFALL	405 HARLEY DR	495 HARLEY DR	1086	40	32218
0	NW1-582	BIRD RD	641 BIRD RD	E 945 ft turns S 2500ft	3445	60	32218
1	NW1-583	BERNARD RD	575 BERNARD RD	E 1326 ft	1326	60	32218
2		AVERY DR	ACROSS FROM 11258 AVERY DR	E 200 ft	200	40	32218
3		MOBY DICK DR W	13258 MOBY DICK DR W	W 155 ft	155	60	32218
4	N1-183	PERCY LN	12534 PERCY LN	W 610ft.	610	6	32218
5	N1-186	PERCY RD	2650 PERCY RD	S 260ft.	260	20	32218
6	N1-191	ARMSDALE RD	11811 ARMSDALE RD	EAST TO CEDAR CREEK	1525	6	32218
7	N1-192	PINE ESTATES RD E	10852 PINE ESTATES RD E	W 660ft.	660	6	32218
8	N1-193	PHEASANT DR	10503 DONIPHAN DR	BECKNER AVE	500	30	32218
9	N1-194	SPAULDING RD	239 SPAULDING RD	N 305ft.	305	10	32218
0	N1-195	KEY VEGA DR	10949 KEY VEGA DR	S 675ft.	675	60	32218
1					18520	Feet	
2					3.51	Miles	

Typical Vertical Easement Clear Zone