



THE SUNRISE CITY

**FORT PIERCE**

CITY ATTORNEY'S OFFICE

LATONYA HUBBARD, PURCHASING AGENT

*Florida*

SARA HEDGES, CITY ATTORNEY *SH*

TO:

FROM:

RE:

PIGGYBACK FPUA UNIT PRICE CONTRACT WITH MASTEC, INDIAN RIVER DRIVE ELECTRICAL  
RELOCATION, REF. BID No. 2024-016

CAO RLS FILE:

24-370

DATE:

NOVEMBER 1, 2024

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I have reviewed the above Request for Legal Services (RLS) related to a Piggyback Agreement with Mastec. I have made suggested changes to the Agreement. Please review them carefully. Most significantly, you will need to obtain the Technical Specifications from the Engineering Department to include as Exhibit D. You will also need to obtain the completion date from the Engineering Department to include in Section 10 of the Agreement. Additionally, I have changed this to accurately reflect the Parties and their responsibilities based on the information you provided in Agenda Quick. This Agreement must be approved by both the City and the FPRA.

I reviewed the Statement of Work that was provided. The Statement of Work is vague and does not provide significant detail on the work the Vendor will be performing. As an example, the exact geographic boundaries of the improvements are not outlined. It is recommended the Statement of Work be amended to include better detail outlining the exact expectations of the Vendor's work to supplement the Technical Specifications.

I have uploaded the Agreement in a Track Changes format. After including the completion date in the document, accepting all changes, and amending the Statement of Work for specificity, it is approved as to form and correctness.

Please note the Exhibits have changed from what was submitted in the draft. You will need to include all Exhibits, as numbered in the Agreement, and the documents they reference (the FPUA's original contract references numerous attachments that you must include) when presenting to the City Commission and the FPRA.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

SH



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

**FORT PIERCE**  
*Florida*

November 8, 2024

**Mastec North America Inc.**  
800 S Douglas Road, Suite 1200  
Coral Gables, FL 33134  
Attn: Jerry Cook, Senior Vice President

**SUBJECT: Notice of Award**  
**Bid No. 2024-016 Kings Landing Offsite Water Main Upgrade- Avenue B and**  
**Indian River Dr.**  
**Piggyback Fort Pierce Utilities Authority ("FPUA") Contract Bid No. ITB 22-06,**  
**Electric Underground Unit Price Contract Indian River Drive**

Dear Mr. Cook:

The Fort Pierce Redevelopment Agency Board of the City of Fort Pierce met in regular session, Wednesday, June 11, 2024, and awarded subject bid to your firm, in the amount of \$194,740.94.  
*(Includes Material--Material provided by FPUA)*

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Piggyback Agreement
3. Please provide a Certification of Liability, Property Damage, and Workers' Compensation in accordance with item numbered 8b of the Piggyback Contract.
4. **Return documents enclosed within five (5) days after receipt, via email to:**

**Email:**  
**LaTonya Hubbard, Purchasing Agent**  
**City of Fort Pierce**  
[purchasing@cityoffortpiece.com](mailto:purchasing@cityoffortpiece.com)

**Carbon Copy:**  
**Tracy Telle, Assistant City Engineering**  
**City of Fort Pierce**  
[ttelle@cityoffortpiece.com](mailto:ttelle@cityoffortpiece.com)

**This letter must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.**



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT

*Florida*

## PIGGYBACK CONTRACT

The City of Fort Pierce ("City") and the Fort Pierce Redevelopment Agency ("FPRA") enters this Piggyback Contract with **Mastec North America Inc.** (hereafter referred to as the "Vendor") this \_\_\_ day of \_\_\_\_\_, 2024, under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies.
2. The Parties agree that the Vendor has entered a competitively bid and awarded contract with **Fort Pierce Utilities Authority ("FPUA")**, said contract being identified as: Electric Underground Unit Price Contract Bid No. ITB 22-06, attached hereto as Exhibit "A".
3. The Parties agree that the Electric Underground Unit Price Contract Bid No. ITB 22-06 was subsequently renewed by FPUA and Vendor through September 30, 2024, attached hereto as Exhibit "B".
4. The Parties agree that the Electric Underground Unit Price Contract Bid No. ITB 22-06 and the Renewal was subsequently amended by FPUA and Vendor through the First Amendment, attached hereto as Exhibit "C".
5. The Parties agree the First Amendment included an extension of the Electric Underground Unit Price Contract Bid No. ITB 22-06 through September 30, 2027.
6. The Parties agree the Electric Underground Unit Price Contract Bid No. ITB 22-06 at Exhibit "A", the Renewal at Exhibit "B", and the First Amendment at Exhibit "C" shall be collectively known as the "Original Government Contract".
7. The Original Government Contract is incorporated herein by reference and is attached as Exhibit "A", Exhibit "B", and Exhibit "C" to this Piggyback Contract. The terms and conditions of the Original Government Contract shall be fully binding upon the City and the Vendor.
8. Notwithstanding the requirement that the Original Government Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Original Government Contract as applied to this Contract between the Vendor and the City of Fort Pierce, as follows:
  - a) Time Period ("Term") of agreement: **No Change**

b) Insurance Requirements:

1. The following increased insurance requirements shall apply:

Automobile Liability Insurance \$1,000,000 each occurrence

Professional Liability Insurance shall be carried by the Vendor as follows:  
\$2,000,000 each occurrence / Max-Deductible \$10,000.

2. The City of Fort Pierce, its officials, employees, agents, and officers shall be named as the additional insured on all policies.
3. The City of Fort Pierce, 100 N. US Highway 1, Fort Pierce, FL 34950 shall be the Certificate Holder on all policies. Such shall be to the Attention of Risk Management.
4. All other insurance coverage requirements are to remain the same.

- c) Contract Price: **Amount not to exceed \$194,740.94. Such funding to be provided by the FPRA.** Material Included in contract price--Material will be provided by FPUA.

- d) Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in the Original Government Contract, the Vendor agrees to send notices to:

City of Fort Pierce, Florida  
Attention: Jack Andrews, City Engineering  
100 N. U.S. Hwy 1  
Fort Pierce, FL 34954  
Telephone: (772) 467-3000  
Email: [jandresws@cityoffortpierce.com](mailto:jandresws@cityoffortpierce.com)

**With a copy to:**  
City Attorney's Office  
100 N. U.S. Hwy 1  
Fort Pierce, FL 34950

- e) The Project Manager, to whom all communications by Vendor shall be directed, is:

Name: Tracy Telle  
Title: Assistant City Engineer, Project Manager  
Address: 100 North U.S. Hwy 1  
Fort Pierce, FL 34950  
Telephone: 772-467-3776  
Email: [ttelle@cityoffortpierce.com](mailto:ttelle@cityoffortpierce.com)

- f) All invoices shall be sent as follows:

Name: Tracy Telle  
Title: Assistant City Engineer, Project Manager  
Address: 100 North U.S. Hwy 1  
Fort Pierce, FL 34950  
Telephone: 772-467-3776  
Email: [ttelle@cityoffortpierce.com](mailto:ttelle@cityoffortpierce.com)

With a copy to:  
City of Fort Pierce, Florida  
Attention: Finance  
100 N. U.S. Hwy 1  
Fort Pierce, FL 34954  
Telephone: (772) 467-3000  
Email: [dfaniel@cityoffortpierce.com](mailto:dfaniel@cityoffortpierce.com)

- g) Public Records. Vendor shall abide by all public records laws, and specifically:
1. Keep and maintain public records required by the public agency to perform the service.
  2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.
  4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 772-467-3065, LCOX@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.**

9. Vendor shall provide the improvements as outlined in the Statement of Work, attached as Exhibit "D".
10. Vendor shall complete all improvements to the satisfaction of the City by:  
\_\_\_\_\_.
11. Vendor shall provide the improvements to the Technical Specifications outlined in Exhibit "E".

[SIGNATURE PAGES TO FOLLOW]

Sincerely,  
CITY OF FORT PIERCE

*LaTonya Hubbard*

LaTonya Hubbard, Purchasing Agent

ACCEPTED BY:  
MASTEC NORTH AMERICA, INC.

*[Handwritten Signature]*

Signature (Manual)

Manuel Arismendy

Signature (Typed or Printed)

Senior Vice President

Title

Date

1/17/2025

**NOTARIZATION**

STATE OF Broward

COUNTY OF Florida

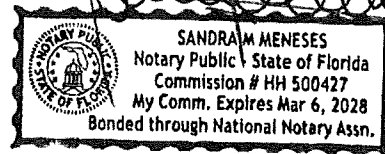
The foregoing instrument was acknowledged before me this January day of 17 2025,  
by Manuel Arismendy, Executive Vice President, of  
Officer of Firm Title

Master North America a Florida corporation, on behalf of the corporation.  
Name of Firm State

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Sandra Meneses  
Notary Public

*[Handwritten Signature]*



My commission expires: 3/6/2028

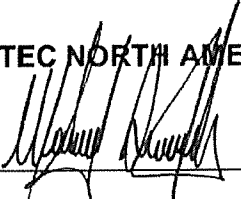
/h

Attachments

cc: Tracy Telle, Assistant City Engineering, Project Manager

IN WITNESS WHEREOF, the Parties hereto set their hands and seals to this Contract the day and year first set forth above.

**MASTEC NORTH AMERICA, INC.:**

By:  \_\_\_\_\_

Name and Title: Manuel Arismendy, Senior Vice President

Date: 1/17/2025

**Witnessed By:**

 \_\_\_\_\_

Name: Julia Acosta

Address: 620 SW 133 Terr Davie, FL 33325

Date: 01/17/25

**Witnessed By:**

 \_\_\_\_\_

Name: Maureen Popovich

Address: 7221 E. MLK Blvd, Tampa, FL 33619

Date: 01/17/2025

**CITY OF FORT PIERCE:**

\_\_\_\_\_  
Linda Hudson, Mayor

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

**ATTEST:**

\_\_\_\_\_  
City Clerk

(seal)

**APPROVED AS TO  
FORM AND CORRECTNESS:**

\_\_\_\_\_  
Sara K. Hedges, City Attorney

**FORT PIERCE REDEVELOPMENT AGENCY:**

\_\_\_\_\_  
Linda Hudson, Chairwoman

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

**ATTEST:**

\_\_\_\_\_  
City Clerk

(seal)

**APPROVED AS TO  
FORM AND CORRECTNESS:**

\_\_\_\_\_  
Sara K. Hedges, City Attorney

**Exhibit A – Electric Underground Unit Price Contract Bid No. ITB 22-06 (FPUA)**

**Exhibit B – Contract Renewal (FPUA)**

**Exhibit C – First Amendment (FPUA)**

**Exhibit D – Project Statement of Work**

**Exhibit E – Technical Specifications**



**CITY OF FORT PIERCE**  
**AFFIDAVIT REGARDING THE USE COERCION**

Vendor name: MasTec North America, Inc.

Authorized Representative's Name and Title: Manuel Arismendy, Senior Vice President

Address: 7221 E. Martin Luther King Blvd.

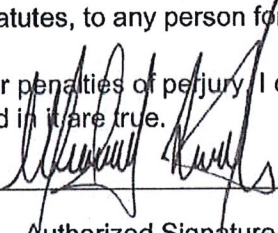
City: Tampa State: FL Zip Code: 33619

Phone Number: 813-621-0881 Email Address: manuel.arismendy@mastec.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury I declare that I have read the foregoing document and that the facts stated in it are true.

By:  Manuel Arismendy, Senior Vice President 1/17/2025

Authorized Signature

Printed Name and Title

Date

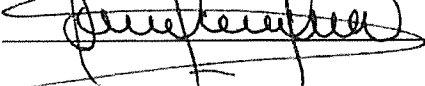
STATE OF FLORIDA

COUNTY OF Florida

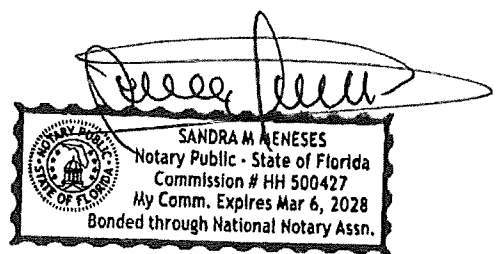
Sworn (or affirmed) and subscribed before me by means of  physical presence or  online notarization

this 17 day of January, 2025 by \_\_\_\_\_, who is

personally known or  
 produced identification (ID produced: \_\_\_\_\_).

Notary Public Signature:  (Seal)

Print Name: Sandra Menezes My Commission Expires: 3/6/2028





THE SUNRISE CITY

**FORT PIERCE**

PURCHASING  
DEPARTMENT

*Florida*

# Exhibit A

**EXHIBIT "A"**

**FORT PIERCE UTILITIES AUTHORITY BID NO. ITB22-06**

**INSTALLATION AND/OR REPAIR OF ELECTRIC UNDERGROUND FACILITIES**

**FORT PIERCE UTILITIES AUTHORITY AGREEMENT  
FOR  
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT**

Agreement is made this between Fort Pierce Utilities Authority (FPUA) and MasTec North America, Inc., of the City of Coral Gables, State of Florida, hereinafter referred to as Contractor.

The parties to this Agreement in consideration of the mutual covenants and stipulations set out herein agree as follows:

**Section 1**

Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA. Terms used in this Agreement, which are defined in the Standard General Conditions of the Construction Contract (Standard General Conditions), shall have the meanings assigned to them in the Standard General Conditions or as modified in the Supplementary Conditions.

**Section 2**

Contractor is hereby contracted with to perform the following services: Installation and/or repair of electric underground facilities in accordance with Bid No. ITB 22-06, attachment B AND FEMA Addendum 00510A appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Agreement.

**Section 3**

The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: FPUA electric service territory

**Section 4**

The job upon which Contractor is to perform the services shall be referred to as the Electric Underground Unit Price Contract, Bid No. ITB 22-06 job.

**Section 5**

Contractor shall be paid by FPUA in the following manner: Task Orders with Monthly Progress Payments and in accordance with the Local Government Prompt Payment Act, Sections 218.70-79. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total annual job price: not to exceed \$750,000.00 (Seven hundred fifty thousand dollars and no cents) annually, on the terms contained in Contractor's said Bid for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Agreement.

### **Section 6**

Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Agreement, during the performance of this Agreement, shall be at the sole risk of Contractor.

### **Section 7**

Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

### **Section 8**

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Contract Documents, which comprise the entire agreement between FPUA and Contractor, are designated as follows:

1. This Agreement
2. Drug-Free Work Place Form
3. Trench Safety Act Certification of Compliance
4. Non-Collusion Affidavit
5. Performance Bond
6. Payment Bond
7. Notice of Award
8. Notice to Proceed
9. Task Order
10. Certificate of Substantial Completion
11. Affidavit
12. Final Release of Lien
13. Application for Payment
14. Change Order
15. Bid Form
16. Standard General Conditions
17. Supplementary Conditions
18. Specifications (materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto)
19. Exhibit T – PVC Conduit & Fittings Technical Specifications
20. All Addenda
21. Documentation submitted by Contractor prior to Notice of Award: Contractor's Bid Submission pages 1 to 62, inclusive, and Best and Final Offer (BAFO) Acceptance dated 09/06/2022.

22. The following, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the Standard General Conditions.

The documents listed following 1 above are incorporated here by reference expressly made part of this Agreement except as noted otherwise above. There are no Contract Documents other than those listed above in this Section 8.

#### **Section 9**

This Agreement shall commence on October 5, 2022 and end on September 30, 2023. There shall be four (4), one (1)-year renewal options on terms and conditions that are mutually acceptable in writing to the parties, with escalation agreed upon in but not to exceed the Engineering News Record Construction Cost Yearly Average Index (ENR) and not-to-exceed factor of 3%. This Agreement will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

#### **Section 10**

Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

#### **Section 11**

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

#### **Section 12**

This Agreement may be terminated in accordance with Article 15 of the Standard General Conditions.

#### **Section 13**

- A. **Indemnification.** Contractor's indemnification shall be in accordance with Article 6.20 of the Standard General Conditions.
- B. **Audit Rights.** In accordance with section 2-439 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
- C. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written approval of FPUA.
- D. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
- E. **Choice of Law and Venue.** This Agreement shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.
- F. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, effective January 1, 2021, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to verify the

work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract with, or subcontract with any person not authorized to work in the united states, and the contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. A contract terminated under 448.095(2)(c) is not a breach of contract and may not be considered as such.

- G. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

H. **Public Records.**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.**

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

- 1) Keep and maintain public records required by FPUA to perform the service;
- 2) Upon request from FPUA's custodian of public records, provide FPUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to FPUA;
- 4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform

the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year set forth below.

Signed, sealed and delivered in the presence of:

**MASTEC NORTH AMERICA, INC.**

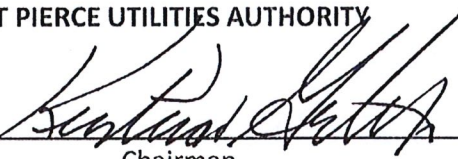
BY:   
Signature/Officer of Firm (Manual)

Jeffrey C. Schmidt P.E.  
Name (Typed or Printed)

TITLE: Executive Vice President

ATTEST:

  
Secretary  
(FPUA Seal)

**FORT PIERCE UTILITIES AUTHORITY**  
BY:   
Chairman

DATE: 10/18/22

APPROVED AS TO FORM & CORRECTNESS:

BY:   
Fort Pierce Utilities Authority Attorney

## SECTION III – REQUIRED LIMITS OF INSURANCE

### ATTACHMENT A

#### TYPE III

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA (and if required the project engineer) and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 500,000	(Each Accident)
	\$ 500,000	(Disease-Each Employee)
	\$1,000,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability policy. FPUA (and if required the project engineer) and its board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in

### SECTION III – REQUIRED LIMITS OF INSURANCE

the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000
---	-----------

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Professional Liability - If the Contract includes a requirement for professional liability insurance, such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	\$1,000,000
	Project Specific

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

### SECTION III – REQUIRED LIMITS OF INSURANCE

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

**Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.**

**Certificates of Insurance must be completed as follows:**

**Additional Insured:**

FPUA (and if required the project engineer) and its board members, officials, officers and employees

**Certificate Holder**

Fort Pierce Utilities Authority

Attn: Risk Management

PO Box 3191

Fort Pierce FL 34948-3191

Certificates may be emailed to: [risk@fpu.com](mailto:risk@fpu.com)

(Rev. 2/2019)

ATTACHMENT B



Fort Pierce Utilities Authority  
Regulatory Affairs  
500 Boston Avenue (PO Box 3191)  
Fort Pierce, FL 34950 (34948)

September 2, 2022

VIA E-MAIL TO: [Maureen.popovich@mastec.com](mailto:Maureen.popovich@mastec.com)

Mastec North America, Inc.  
800 S Douglas Road  
Coral Gables, FL 33134

**RE: ITB No. 22-06 – ELECTRIC UNDERGROUND UNIT PRICE CONTRACT- BEST AND FINAL OFFER**

Dear Mr. Mas:

Fort Pierce Utilities Authority (FPUA) has reviewed the bid that your company submitted in response to ITB No. 22-06 Electric Underground Unit Price Contract, along with the other submitted bids. At the Non-mandatory pre-bid meeting FPUA confirmed that two or more contractors would be selected. Due to the substantial disparity across the bids submitted, it will be nearly impossible to ensure there is equity between the required utility work and the assigned contractor(s).

Therefore, FPUA is proposing the attached revised/averaged FPUA Best and Final Offer (BAFO) Unit Price Bid Form (Attachment A) for your company's consideration. Please submit the BAFO form as a replacement for your original ITB Response Form submittal. You must submit the BAFO to the Fort Pierce Utilities Authority, Purchasing Program Manager, on or before **Wednesday, September 14, 2022 by 2:00 PM** to be considered for selection for contract negotiations.

This document must be signed by a company officer or director listed on the company's Annual Report that is filed with the State of Florida (Florida Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org))).



Our mission is to provide our customers with economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community.

772.466.1600 \* [www.fpua.com](http://www.fpua.com)  
Page 1 of 8



ATTACHMENT B

ITB No. 22-06 – ELECTRIC UNDERGROUND UNIT PRICE CONTRACT – BEST AND FINAL OFFER

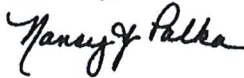
Page 2 of 2

If signed by someone other than one of the people listed on the attached Annual Report, please include a copy of a Secretary's Certificate, Board Resolution or other documentation to show that they have the authority to sign contracts for the company.

If two or more contractors do not accept the FPUA revised Bid Form, FPUA will recommend award of the contract to the responsible bidder with the lowest overall responsive bid.

**This letter is only an invitation to participate further in the Bid process; it does not convey or imply anything more.** This letter is not intended to be an award of the bid or binding commitment to contract, nor will FPUA be obligated in any manner until a formal written contract has been executed by all necessary parties.

Sincerely,



Nancy Palka  
Purchasing Program Manager

Enclosure



Our mission is to provide our customers with economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community.

772.466.1600

[www.fpu.com](http://www.fpu.com)



ATTACHMENT B

BEST AND FINAL OFFER

FORT PIERCE UTILITIES AUTHORITY  
INVITATION TO BID (ITB) NO. 22-06  
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT

Requested By: Nancy J. Palka, Purchasing Program Manager  
Phone: 772-466-1600 x3272

Submit by: **2:00 PM, Wednesday, September 14, 2022** by mail, personal delivery, e-mail.

**E-mail Preferred**

**Mailing Address:** PO Box 3191, Fort Pierce, FL 34948-3191  
**Physical Address:** 500 Boston Avenue, Fort Pierce, FL 34950-4291  
**E-mail:** PurchasingManager@FPUA.com  
**Fax:** 772-465-0267

This document represents your "Best and Final Offer" and shall be made part of your response to ITB No. 22-06. This "Best and Final Offer" will supersede any and all other bid offers submitted by your firm.

**BID RESPONSE SUBMISSION OF:**

Mastec North America, Inc.  
800 S Douglas Road  
Coral Gables, FL 33134

Contractor agrees to the "price not to exceed" for labor unit price, and the material cost plus markup percentage for the FPUA Best and Final Offer (BAFO) Unit Price Bid Form for Invitation to Bid No. 22-06, Attachment A.

Your signature here indicates acceptance of the "Best and Final Offer" for the unit prices stated in the FPUA BAFO Unit Price Bid Form for Invitation to Bid No. 22-06.

  
\_\_\_\_\_  
(Authorized Signature)

Jeffrey C. Schmidt, P.E., Executive Vice President  
\_\_\_\_\_  
(Printed Name/Title)

09/06/2022  
\_\_\_\_\_  
(Date)

MASTEC						FPUA Best and Final Offer (BAFO) Unit Orice Bid Form Bid No. 22-06	
Dated: 9/2/2022 EM/NP		BEST AND FINAL OFFER (bafo) BID FORM FOR ITB NO. 22-06					
ELECTRIC UNDERGROUND UNIT PRICE CONTRACT							
BOTH CIVIL and ELECTRICAL CONTRACTORS							
Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
<b>A - EXCAVATION AND BACKFILL - Including machine excavation, compacted backfill, placement of marking tape and normal surface restoration.</b>							
1A	Trench, 12"W by 24" deep (top of conduit)	ft.	500	\$ 5.63	\$ 6.10	2,812.50	3,051.56
2A	Trench, 12" W by 30" deep (top of conduit)	ft.	100	\$ 8.30	\$ 9.01	830.00	900.55
3A	Trench, 12" W by 36" deep (top of conduit)	ft.	5000	\$ 9.85	\$ 10.69	49,250.00	53,436.25
4A	Trench, 12" W by 42" deep (top of conduit)	ft.	500	\$ 10.81	\$ 11.73	5,406.25	5,865.78
5A	Adder to Hand Dig, 12"W by 24" depth	ft.	125	\$ 4.23	\$ 4.58	528.13	573.02
6A	Adder to Hand Dig, 12"W by 30" depth	ft.	25	\$ 5.64	\$ 6.12	140.94	152.92
7A	Adder to Hand Dig, 12"W by 36" depth	ft.	100	\$ 6.46	\$ 7.01	646.25	701.18
8A	Adder to Hand Dig, 12"W by 42" depth	ft.	100	\$ 6.46	\$ 7.01	646.25	701.18
9A	Trench, 24"W by 24" deep (top of conduit)	ft.	100	\$ 5.69	\$ 6.17	568.75	617.09
10A	Trench, 24" W by 30" deep (top of conduit)	ft.	100	\$ 8.45	\$ 9.17	845.00	916.83
11A	Trench, 24" W by 36" deep (top of conduit)	ft.	5000	\$ 11.39	\$ 12.36	56,937.50	61,777.19
12A	Trench, 24" W by 42" deep (top of conduit)	ft.	500	\$ 12.35	\$ 13.40	6,175.00	6,699.88
13A	Adder to Hand Dig, 24"W by 24" depth	ft.	25	\$ 3.53	\$ 3.82	88.13	95.62
14A	Adder to Hand Dig, 24"W by 30" depth	ft.	25	\$ 6.19	\$ 6.71	154.69	167.84
15A	Adder to Hand Dig, 24" W by 36" depth	ft.	100	\$ 7.08	\$ 7.68	707.50	767.64
16A	Adder to Hand Dig, 24"W by 42" depth	ft.	100	\$ 7.08	\$ 7.68	707.50	767.64
<b>B - CONDUIT INSTALLATION - Material shall adhere to FPUA specifications; elbows to have a minimum 24" radius</b>							
<b>BELOW GRADE</b>							
1B	Schedule 40, PVC, 2", labor only	ft.	5000	\$ 0.78	\$ 0.84	3,875.00	4,204.38
1B-1	Schedule 40, PVC, 2", labor and material	ft.	5000			-	-
2B	Schedule 40, PVC, 3", labor only	ft.	125	\$ 0.79	\$ 0.85	98.44	106.80
2B-1	Schedule 40, PVC, 3", labor and materials	ft.	125			-	-
3B	Schedule 40, PVC, 4", labor only	ft.	1500	\$ 1.40	\$ 1.52	2,100.00	2,278.50
3B-1	Schedule 40, PVC, 4", labor and material	ft.	1500			-	-
4B	Schedule 80, PVC, 6", labor only	ft.	2500	\$ 1.58	\$ 1.71	3,937.50	4,272.19
4B-1	Schedule 80, PVC, 6", labor and material	ft.	2500			-	-
5B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	20	\$ 2.33	\$ 2.52	46.50	50.45
5B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	20			-	-
6B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	\$ 2.36	\$ 2.56	11.81	12.82
6B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5			-	-
7B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	\$ 4.20	\$ 4.56	21.00	22.79
7B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5			-	-
8B	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5	\$ 4.73	\$ 5.13	23.63	25.63
8B-1	Sch 80 PVC Risers to Meter Base to below grade elbow	ea.	5			-	-
9B	Furnish & install 1/8" nylon pull string in conduit	ft.	18320	\$ 0.06	\$ 0.07	1,145.00	1,242.33
10B	Install #14 Tracer Wire in conduit	ft.	1500	\$ 0.34	\$ 0.37	506.25	549.28
11B	Install #14 Tracer Wire in trench	ft.	13000	\$ 0.13	\$ 0.14	1,625.00	1,763.13
<b>C - DIRECTIONAL BORE - Includes machine grounding, bore, pipe fusing and normal surface restoration (labor only, material p</b>							
1C	Directional Bore 2"	ft.	500	\$ 19.70	\$ 21.37	9,850.00	10,687.25
1C-1	Additional 2" with pull back	ft.	500	\$ 12.68	\$ 13.75	6,337.50	6,876.19
2C	Directional Bore 3"	ft.	100	\$ 24.99	\$ 27.11	2,498.75	2,711.14
2C-1	Additional 3" with pull back	ft.	100	\$ 16.88	\$ 18.31	1,687.50	1,830.94
3C	Directional Bore 4"	ft.	1000	\$ 22.50	\$ 24.41	22,500.00	24,412.50
3C-1	Additional 4" with pull back	ft.	1000	\$ 16.88	\$ 18.31	16,875.00	18,309.38
4C	Directional Bore 6"	ft.	300	\$ 28.13	\$ 30.52	8,437.50	9,154.69
4C-1	Additional 6" with pull back	ft.	300	\$ 21.10	\$ 22.89	6,330.00	6,868.05
<b>D - DIRECTIONAL BORE - Includes bore pipe per FPUA specifications, machine grounding, bore, pipe fusing and normal surface restoration (labor and MATERIALS SUPPLIED BY CONTRACTOR) (COST + %) - ONLY put in COST in this section for Labor see line 292 below for %.*</b>							
1D	Directional Bore 2" Labor only*	ft.	1500	\$ 19.70	\$ 21.37	29,550.00	32,061.75
1D-1	Additional 2" with pull back	ft.	1500	\$ 12.68	\$ 13.75	19,012.50	20,628.56
2D	Directional Bore 3" Labor only*	ft.	150	\$ 24.99	\$ 27.11	3,748.13	4,066.72
2D-1	Additional 3" with pull back	ft.	150	\$ 16.88	\$ 18.31	2,531.25	2,746.41
3D	Directional Bore 4" Labor only*	ft.	3000	\$ 22.50	\$ 24.41	67,500.00	73,237.50
3D-1	Additional 4" with pull back	ft.	3000	\$ 16.88	\$ 18.31	50,625.00	54,928.13
4D	Directional Bore 6" Labor only*	ft.	950	\$ 28.13	\$ 30.52	26,718.75	28,989.84
4D-1	Additional 6" with pull back	ft.	950	\$ 21.10	\$ 22.89	20,045.00	21,748.83

**ATTACHMENT B**  
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
<b>E - MISSILE - and normal surface restoration (25' Maximum) (labor only, material provided by FPUA)</b>						-	-
1E	36" deep minimum (top of conduit), 2"	ft.	50	\$ 14.08	\$ 15.27	703.75	763.57
2E	36" deep minimum (top of conduit), 3"	ft.	50	\$ 14.06	\$ 15.26	703.13	762.89
3E	36" deep minimum (top of conduit), 4"	ft.	50	\$ 18.74	\$ 20.33	936.88	1,016.51
<b>F - POLYMER CABLE GUARD - (also referred to as U-GUARD) (labor only, materials provided by FPUA)</b>						-	-
1F	10 ft. sections, 2 inch	ea.	150	\$ 98.48	\$ 106.85	14,771.25	16,026.81
2F	10 ft. sections, 5 inch	ea.	225	\$ 211.04	\$ 228.98	47,483.44	51,519.53
<b>G - PULL BOX (labor only, material provided by FPUA)</b>						-	-
<b>INSTALL</b>						-	-
1G	Feeder Concrete Coffin 4'x6'	ea.	1	\$ 1,249.59	\$ 1,355.80	1,249.59	1,355.80
2G	Primary Hand Hole 24"x36"	ea.	100	\$ 379.85	\$ 412.14	37,985.00	41,213.73
3G	Secondary Hand Hole 13"x24"	ea.	100	\$ 133.65	\$ 145.01	13,365.00	14,501.03
4G	Street Light Pull Box 10"x10"	ea.	30	\$ 126.61	\$ 137.37	3,798.38	4,121.24
<b>REMOVE</b>						-	-
5G	Feeder Concrete Coffin 4'x6'	ea.	1	\$ 137.28	\$ 148.94	137.28	148.94
6G	Primary Hand Hole 24"x36"	ea.	20	\$ 68.64	\$ 74.47	1,372.75	1,489.43
7G	Secondary Hand Hole 13"x24"	ea.	20	\$ 77.38	\$ 83.95	1,547.50	1,679.04
8G	Street Light Pull Box 10" x 10"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
<b>MODIFY (Straighten, Level)</b>						-	-
9G	Feeder Concrete Coffin 4'x6'	ea.	1	\$ 137.28	\$ 148.94	137.28	148.94
10G	Primary Hand Hole 24"x36"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
11G	Secondary Hand Hole 13"x24"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
12G	Street Light Pull Box 10" x 10"	ea.	10	\$ 68.64	\$ 74.47	686.38	744.72
<b>H - WIRE AND CABLE</b>						-	-
<b>INSTALL - to include meggering, contractor must provide the necessary trailer and pulling equipment to handle three (3) six (6) foot reels - (labor only, materials provided by FPUA)</b>						-	-
<b>PRIMARY</b>						-	-
1H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	40000	\$ 1.69	\$ 1.83	67,500.00	73,237.50
2H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	500	\$ 1.83	\$ 1.98	912.50	990.06
3H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	7000	\$ 1.91	\$ 2.08	13,387.50	14,525.44
4H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	500	\$ 1.80	\$ 1.95	900.00	976.50
5H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	\$ 2.00	\$ 2.17	500.00	542.50
6H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	10000	\$ 2.11	\$ 2.29	21,125.00	22,920.63
7H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.	3000	\$ 7.74	\$ 8.40	23,212.50	25,185.56
<b>SECONDARY</b>						-	-
8H	#6 URD DUPLEX, 600V, AL	ft.	3000	\$ 1.34	\$ 1.45	4,012.50	4,353.56
9H	#2 URD TRIPLEX, 600V, AL	ft.	100	\$ 1.65	\$ 1.79	165.00	179.03
10H	#1/0 URD TRIPLEX, 600V, AL	ft.	11000	\$ 3.16	\$ 3.43	34,787.50	37,744.44
11H	#4/0 URD TRIPLEX, 600V, AL	ft.	12000	\$ 2.81	\$ 3.05	33,750.00	36,618.75
12H	350MCM URD TRIPLEX, 600V, AL	ft.	1300	\$ 1.65	\$ 1.79	2,145.00	2,327.33
13H	500MCM URD TRIPLEX, 600V, AL	ft.	300	\$ 2.14	\$ 2.32	641.25	695.76
14H	#1/0 URD QUADPLEX, 600V, AL	ft.	500	\$ 1.40	\$ 1.52	700.00	759.50
15H	#4/0 URD QUADPLEX, 600V AL	ft.	200	\$ 1.65	\$ 1.79	330.00	358.05
16H	350MCM URD QUADPLEX, 600V AL	ft.	1100	\$ 1.83	\$ 1.98	2,007.50	2,178.14
17H	500MCM URD QUADPLEX, 600V AL	ft.	100	\$ 2.38	\$ 2.58	237.50	257.69
18H	#4, CU, THW/THHN, 2 per conduit	ft.	100	\$ 1.30	\$ 1.41	130.00	141.05
19H	#4, CU, THW/THHN, 3 per conduit	ft.	100	\$ 1.61	\$ 1.75	161.25	174.96
20H	#2, CU, THW/THHN, 2 per conduit	ft.	100	\$ 1.30	\$ 1.41	130.00	141.05
21H	#2, CU, THW/THHN, 3 per conduit	ft.	100	\$ 1.61	\$ 1.75	161.25	174.96
22H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.43	\$ 1.55	142.50	154.61
23H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.16	\$ 2.35	216.25	234.63
24H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.43	\$ 1.55	142.50	154.61
25H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.16	\$ 2.35	216.25	234.63
26H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.43	\$ 1.55	142.50	154.61
27H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.16	\$ 2.35	216.25	234.63
28H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.80	\$ 1.95	180.00	195.30
29H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.54	\$ 2.75	253.75	275.32
30H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 3.61	\$ 3.92	361.25	391.96
31H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 4.33	\$ 4.69	432.50	469.26
32H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 5.75	\$ 6.24	575.00	623.88
33H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 6.50	\$ 7.05	650.00	705.25

**ATTACHMENT B**  
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
<b>REMOVE</b>							
<b>PRIMARY</b>							
34H	#1/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	\$ 1.24	\$ 1.34	309.38	335.67
35H	#1/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	\$ 1.33	\$ 1.44	331.25	359.41
36H	#1/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	\$ 1.56	\$ 1.70	390.63	423.83
37H	#4/0 15kV AL CABLE, 133% INSUL, 1 per conduit	ft.	250	\$ 1.44	\$ 1.56	359.38	389.92
38H	#4/0 15kV AL CABLE, 133% INSUL, 2 per conduit	ft.	250	\$ 1.63	\$ 1.76	406.25	440.78
39H	#4/0 15kV AL CABLE, 133% INSUL, 3 per conduit	ft.	250	\$ 1.70	\$ 1.84	425.00	461.13
40H	1000MCM 15kV AL Cable, 133% Insul. 3 per conduit	ft.	250	\$ 5.99	\$ 6.50	1,496.88	1,624.11
<b>SECONDARY</b>							
41H	#6 OH DUPLEX, 600V, AL	ft.	100	\$ 1.04	\$ 1.13	103.75	112.57
42H	#2 OH TRIPLEX, 600V, AL	ft.	100	\$ 1.13	\$ 1.22	112.50	122.06
43H	#1/0 OH TRIPLEX, 600V, AL	ft.	100	\$ 1.23	\$ 1.33	122.50	132.91
44H	#4/0 OH TRIPLEX, 600V, AL	ft.	100	\$ 1.39	\$ 1.51	138.75	150.54
45H	350MCM OH TRIPLEX, 600V, AL	ft.	100	\$ 1.98	\$ 2.14	197.50	214.29
46H	500MCM OH TRIPLEX, 600V, AL	ft.	100	\$ 2.23	\$ 2.41	222.50	241.41
47H	#1/0 OH QUADPLEX, 600V, AL	ft.	100	\$ 1.39	\$ 1.51	138.75	150.54
48H	#4/0 OH QUADPLEX, 600V AL	ft.	100	\$ 1.56	\$ 1.70	156.25	169.53
49H	350MCM OH QUADPLEX, 600V AL	ft.	100	\$ 1.98	\$ 2.14	197.50	214.29
50H	500MCM URD QUADPLEX, 600V AL	ft.	100	\$ 2.23	\$ 2.41	222.50	241.41
51H	#4, CU, THW/THHN, 2 per conduit	ft.	100	\$ 1.04	\$ 1.13	103.75	112.57
52H	#4, CU, THW/THHN, 3 per conduit	ft.	100	\$ 1.30	\$ 1.41	130.00	141.05
53H	#2, CU, THW/THHN, 2 per conduit	ft.	100	\$ 1.04	\$ 1.13	103.75	112.57
54H	#2, CU, THW/THHN, 3 per conduit	ft.	100	\$ 1.30	\$ 1.41	130.00	141.05
55H	#1/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.18	\$ 1.27	117.50	127.49
56H	#1/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 1.75	\$ 1.90	175.00	189.88
57H	#2/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.18	\$ 1.27	117.50	127.49
58H	#2/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 1.75	\$ 1.90	175.00	189.88
59H	#4/0 CU, 7 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.18	\$ 1.27	117.50	127.49
60H	#4/0 CU, 7 str, THW/THHN, 4 per conduit	ft.	100	\$ 1.75	\$ 1.90	175.00	189.88
61H	250MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 1.44	\$ 1.56	143.75	155.97
62H	250MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 2.06	\$ 2.24	206.25	223.78
63H	500MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 2.94	\$ 3.19	293.75	318.72
64H	500MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 3.50	\$ 3.80	350.00	379.75
65H	750MCM CU 37 str, THW/THHN, 3 per conduit	ft.	100	\$ 4.66	\$ 5.06	466.25	505.88
66H	750MCM CU 37 str, THW/THHN, 4 per conduit	ft.	100	\$ 5.25	\$ 5.70	525.00	569.63
<b>I - TERMINATIONS - NEMA two-hole spade lug, compression type unless otherwise noted (labor only)</b>							
<b>PRIMARY</b>							
11	15kV ELBOW for #1/0 15kV jacketed cable	ea.	175	\$ 246.21	\$ 267.14	43,087.19	46,749.60
21	15kV ELBOW for #4/0 15kV jacketed cable	ea.	50	\$ 242.11	\$ 262.69	12,105.63	13,134.60
31	15kV TBODY for 1000MCM 15kV jacketed Cable	ea.	20	\$ 242.11	\$ 262.69	4,842.25	5,253.84
41	15kV POTHEAD for #1/0 15kV jacketed cable	ea.	20	\$ 239.16	\$ 259.49	4,783.25	5,189.83
51	15kV POTHEAD for #4/0 15kV jacketed cable	ea.	10	\$ 242.11	\$ 262.69	2,421.13	2,626.92
61	15kV POTHEAD for 1000MCM 15kV jacketed Cable	ea.	10	\$ 239.16	\$ 259.49	2,391.63	2,594.91
<b>SECONDARY</b>							
71	#6 URD, 600V, AL	ea.	1000	\$ 7.03	\$ 7.62	7,025.00	7,622.13
81	#2 URD, 600V, AL	ea.	250	\$ 8.88	\$ 9.63	2,218.75	2,407.34
91	#1/0 URD, 600V, AL or CU	ea.	750	\$ 9.71	\$ 10.54	7,284.38	7,903.55
101	#4/0 URD, 600V, AL or CU	ea.	2000	\$ 8.09	\$ 8.77	16,175.00	17,549.88
111	350MCM URD, 600V, AL or CU	ea.	100	\$ 11.25	\$ 12.21	1,125.00	1,220.63
121	500MCM URD, 600V, AL or CU	ea.	100	\$ 19.70	\$ 21.37	1,970.00	2,137.45
131	#4 THW/THHN, CU	ea.	100	\$ 7.80	\$ 8.46	780.00	846.30
141	#2 THW/THHN, CU	ea.	100	\$ 7.80	\$ 8.46	780.00	846.30
151	#1/0 THW/THHN, CU	ea.	100	\$ 8.50	\$ 9.22	850.00	922.25
161	#2/0 THW/THHN, CU	ea.	100	\$ 8.50	\$ 9.22	850.00	922.25
171	#4/0 THW/THHN, CU	ea.	100	\$ 8.50	\$ 9.22	850.00	922.25
181	250MCM THW/THHN, CU	ea.	100	\$ 9.90	\$ 10.74	990.00	1,074.15
191	500MCM THW/THHN, CU	ea.	100	\$ 17.00	\$ 18.45	1,700.00	1,844.50
201	750MCM THW/THHN, CU	ea.	100	\$ 19.84	\$ 21.52	1,983.75	2,152.37

**ATTACHMENT B**  
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price
<b>J - SPLICES (Labor only, materials provided by FPUA)</b>						-	-
<b>PRIMARY</b>							
1J	Cable, #1/0, 15kV URD, 133% Insulation	ea.	100	\$ 228.89	\$ 248.34	22,888.75	24,834.29
2J	Cable, #4/0, 15kV URD, 133% Insulation	ea.	75	\$ 221.36	\$ 240.18	16,602.19	18,013.37
3J	Cable, 15kV 1000MCM AL UG 133%	ea.	10	\$ 455.49	\$ 494.20	4,554.88	4,942.04
<b>SECONDARY</b>							
4J	Cable, 600V, 2/#C12 W/GRD "Type UF"	ea.	10	\$ 2.29	\$ 2.48	22.88	24.82
5J	Wire, Copper, #4 THW/THHN	ea.	10	\$ 3.44	\$ 3.73	34.38	37.30
6J	Wire, Black, THHN/THWN, #2 CU	ea.	10	\$ 3.44	\$ 3.73	34.38	37.30
7J	Wire, Copper, #1/0, THW/THHN, 7 STR	ea.	10	\$ 5.19	\$ 5.63	51.88	56.28
8J	Wire, Copper, #2/0, THW/THHN, 7 STR	ea.	10	\$ 5.19	\$ 5.63	51.88	56.28
9J	Wire, Copper, #4/0 THW/THHN, 7 STR	ea.	10	\$ 5.19	\$ 5.63	51.88	56.28
10J	Wire, Copper 250 MCM THW/THHN	ea.	10	\$ 11.53	\$ 12.50	115.25	125.05
11J	Wire, Copper 500MCM THW/THHN 37 STR	ea.	10	\$ 17.29	\$ 18.76	172.88	187.57
12J	Wire, Copper 750MCM THW/THHN 37 STR	ea.	10	\$ 21.91	\$ 23.78	219.13	237.75
13J	Cable, 600V #6 AL DUPLX #4 NEUTRAL UG	ea.	10	\$ 8.31	\$ 9.02	83.13	90.19
14J	Cable, 600V #2 AL TRIPLEX NEUTRAL UG	ea.	10	\$ 9.20	\$ 9.98	92.00	99.82
15J	Cable, 600V 1/0 AL TRIPLEX URD 1/0	ea.	10	\$ 13.83	\$ 15.00	138.25	150.00
16J	Cable, 600V 1/0 AL QUADPLEX #2 NEUTRAL	ea.	10	\$ 16.79	\$ 18.21	167.88	182.14
17J	Cable, 600V 4/0 AL TRIPLEX 2/0 NEUTRAL UG	ea.	10	\$ 13.83	\$ 15.00	138.25	150.00
18J	Cable, 600V 4/0 AL QUADPLEX UG 2/0 NEUTRAL	ea.	10	\$ 16.79	\$ 18.21	167.88	182.14
19J	Cable, 600V AL 350MCM TPX UG	ea.	10	\$ 28.81	\$ 31.26	288.13	312.62
20J	Cable, 600V 350 QPX AL UG 4/0 NEUTRAL	ea.	10	\$ 37.68	\$ 40.88	376.75	408.77
21J	Cable, 600V AL 500MCM TPX UG	ea.	10	\$ 46.11	\$ 50.03	461.13	500.32
<b>K - EQUIPMENT &amp; PAD includes transportation from stores location to job site, fastening equipment to concrete base with lead anchors, bolts and washers - (Labor only, materials provided by FPUA)</b>						-	-
<b>INSTALL - Includes all grounding, ground rods, secondary connections, parking bushing, lightning arrestor and dust covers</b>						-	-
1K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	40	\$ 144.91	\$ 157.23	5,796.50	6,289.20
2K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	40	\$ 271.53	\$ 294.60	10,861.00	11,784.19
3K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	15	\$ 844.14	\$ 915.89	12,662.06	13,738.34
4K	SWITCH GEAR CABINET	ea.	20	\$ 967.19	\$ 1,049.40	19,343.75	20,987.97
5K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	\$ 203.98	\$ 221.31	203.98	221.31
6K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	5	\$ 291.03	\$ 315.76	1,455.13	1,578.81
7K	Concrete Pad for Switchgear	ea.	5	\$ 516.16	\$ 560.04	2,580.81	2,800.18
8K	Fiberglass Primary Cabinet Pad	ea.	5	\$ 541.11	\$ 587.11	2,705.56	2,935.54
9K	Concrete Pad, Secondary Cabinet	ea.	1	\$ 163.21	\$ 177.09	163.21	177.09
10K	Concrete Pad, 1ph transformer	ea.	50	\$ 163.19	\$ 177.06	8,159.38	8,852.92
11K	Concrete Pad, 3ph transformer	ea.	65	\$ 271.53	\$ 294.60	17,649.13	19,149.30
<b>REMOVE</b>							
12K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	\$ 74.94	\$ 81.31	749.38	813.07
13K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	\$ 115.09	\$ 124.87	1,150.88	1,248.70
14K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	\$ 386.89	\$ 419.77	1,160.66	1,259.32
15K	SWITCH GEAR CABINET	ea.	5	\$ 358.40	\$ 388.86	1,792.00	1,944.32
16K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	\$ 80.66	\$ 87.52	80.66	87.52
17K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	\$ 115.09	\$ 124.87	115.09	124.87
18K	Concrete Pad for Switchgear	ea.	1	\$ 204.15	\$ 221.50	204.15	221.50
19K	Fiberglass Primary Cabinet Pad	ea.	1	\$ 214.00	\$ 232.19	214.00	232.19
20K	Concrete Pad, Secondary Cabinet	ea.	1	\$ 65.60	\$ 71.18	65.60	71.18
21K	Concrete Pad, 1ph transformer	ea.	15	\$ 66.13	\$ 71.75	991.88	1,076.18
22K	Concrete Pad, 3ph transformer	ea.	20	\$ 55.80	\$ 60.54	1,116.00	1,210.86
<b>MODIFY (Straighten, Level)</b>							
23K	PADMOUNTED TRANSFORMER, 25-50kVA	ea.	10	\$ 71.19	\$ 77.24	711.88	772.38
24K	PADMOUNTED TRANSFORMER, 75-225kVA	ea.	10	\$ 109.34	\$ 118.63	1,093.38	1,186.31
25K	PADMOUNTED TRANSFORMER, 300-500kVA	ea.	3	\$ 318.30	\$ 345.36	954.90	1,036.07
26K	SWITCH GEAR	ea.	1	\$ 340.46	\$ 369.40	340.46	369.40
27K	EQUIPMENT CABINET, SECONDARY (48"x48")	ea.	1	\$ 80.08	\$ 86.88	80.08	86.88
28K	EQUIPMENT CABINET, 3ph PRIMARY (96"x24")	ea.	1	\$ 109.34	\$ 118.63	109.34	118.63

**ATTACHMENT B**  
BEST AND FINAL OFFER PRICING

Item No.	Description	Unit of Measure	Approx Quantity	Unit Price Mastec	+8.5% Best and Final Offer Unit Price	Total Unit Price Submitted	Best and Final Offer Total Unit Price	
<b>MISC</b>								
29K	Concrete Pad, Adder for 6 inch increments above 12"	ea.	20	\$ 93.75	\$ 101.72	1,875.00	2,034.38	
<b>L - OUTDOOR &amp; STREET LIGHT - (labor only, materials provided by FPUA)</b>								
1L	Pole: 18' cement, 14' above ground	ea.	100	\$ 134.50	\$ 145.93	13,450.00	14,593.25	
2L	One Light: Decorative fixture or single pole top	ea.	100	\$ 70.46	\$ 76.45	7,046.25	7,645.18	
3L	Two Light: Decorative fixture or single pole top	ea.	10	\$ 98.61	\$ 106.99	986.13	1,069.95	
4L	Three Light: Decorative fixture or single pole top	ea.	5	\$ 126.75	\$ 137.52	633.75	687.62	
5L	Four Light: Decorative fixture or single pole top	ea.	1	\$ 140.83	\$ 152.80	140.83	152.80	
6L	Five Light: Decorative fixture or single pole top	ea.	1	\$ 168.95	\$ 183.31	168.95	183.31	
7L	Base, Decorative Street Light Aluminum, 2"x4", 6"	ea.	10	\$ 340.01	\$ 368.91	3,400.13	3,689.14	
8L	Concrete Street Light Pole Base (Spread Footer)	ea.	10	\$ 358.70	\$ 389.19	3,587.00	3,891.90	
9L	Prefabricated Street Light Pole Base	ea.	10	\$ 341.88	\$ 370.93	3,418.75	3,709.34	
10L	Photo Cell / Short Cap	ea.	150	\$ 34.00	\$ 36.89	5,100.00	5,533.50	
11L	Replace Lamp / Refractor	ea.	10	\$ 34.00	\$ 36.89	340.00	368.90	
12L	Pull Cable Thru Pole	ea.	100	\$ 45.34	\$ 49.19	4,533.75	4,919.12	
<b>M - MISCELLANEOUS - (labor and MATERIALS SUPPLIED BY CONTRACTOR) COST+ % - ONLY put in COST In this section for Labor see line 29</b>								
<b>INSTALL</b>								
1M	Surface Restoration-Sod	Labor only*	sq. ft.	15000	\$ 1.00	\$ 1.09	15,000.00	16,275.00
2M	Asphalt Repair	Labor only*	sq. ft.	2500	\$ 9.00	\$ 9.77	22,500.00	24,412.50
3M	Concrete Repair	Labor only*	sq. ft.	2500	\$ 10.00	\$ 10.85	25,000.00	27,125.00
4M	Soil Compaction Test		ea.	10	\$ 156.19	\$ 169.46	1,561.88	1,694.63
5M	Seed & Mulch	Labor only*	sq. ft.	2500	\$ 0.25	\$ 0.27	625.00	678.13
6M	Removable bollard	Labor only*	ea.	40	\$ 300.00	\$ 325.50	12,000.00	13,020.00
7M	Permanent bollard	Labor only*	ea.	100	\$ 200.00	\$ 217.00	20,000.00	21,700.00
<b>REMOVE</b>								
8M	Asphalt Removal		sq. ft.	4000	\$ 2.68	\$ 2.90	10,700.00	11,609.50
9M	Concrete Removal		sq. ft.	4000	\$ 3.51	\$ 3.81	14,050.00	15,244.25
<b>N - MISCELLANEOUS CONSTRUCTION HOURS (to be used on T&amp;E task orders only)</b>								
1N	Working Foreman		per hr.	250	\$ 77.38	\$ 83.95	19,343.75	20,987.97
2N	Working Foreman Overtime		per hr.	50	\$ 100.28	\$ 108.80	5,013.75	5,439.92
3N	Equipment Operator		per hr.	250	\$ 56.28	\$ 61.06	14,068.75	15,264.59
4N	Equipment Operator Overtime		per hr.	50	\$ 76.05	\$ 82.51	3,802.50	4,125.71
5N	Laborer		per hr.	500	\$ 36.58	\$ 39.68	18,287.50	19,841.94
6N	Laborer Overtime		per hr.	100	\$ 44.80	\$ 48.61	4,480.00	4,860.80
7N	Lineman (N/A)		per hr.	100				
8N	Lineman Overtime (N/A)		per hr.	25				
9N	Apprentice Lineman		per hr.	50	\$ 42.94	\$ 46.59	2,146.88	2,329.36
10N	Apprentice Lineman Overtime		per hr.	10	\$ 64.43	\$ 69.90	644.25	699.01
11N	Cable Lift Truck		per hr.	25	\$ 23.34	\$ 25.32	583.44	633.03
12N	Air Compressor		per hr.	1000	\$ 10.99	\$ 11.92	10,987.50	11,921.44
13N	Concrete Saw (inc. blade)		per hr.	100	\$ 6.88	\$ 7.46	687.50	745.94
14N	Flat Bed Truck		per hr.	125	\$ 28.15	\$ 30.54	3,518.75	3,817.84
15N	Pump (up to 4")		per hr.	25	\$ 10.99	\$ 11.92	274.69	298.04
16N	Pulling Truck		per hr.	125	\$ 32.41	\$ 35.17	4,051.56	4,395.95
17N	Pole Truck		per hr.	50	\$ 78.10	\$ 84.74	3,905.00	4,236.93
18N	Tractor Trailer		per hr.	125	\$ 89.84	\$ 97.47	11,229.69	12,184.21
19N	50' Bucket Truck		per hr.	50	\$ 98.48	\$ 106.85	4,923.75	5,342.27
20N	Pickup Truck		per hr.	250	\$ 16.88	\$ 18.31	4,218.75	4,577.34
21N	Splicing Van		per hr.	10	\$ 16.46	\$ 17.86	164.63	178.62
22N	Dump Truck		per hr.	50	\$ 56.28	\$ 61.06	2,813.75	3,052.92
23N	Rubber Tire Backhoe		per hr.	250	\$ 70.35	\$ 76.33	17,587.50	19,082.44
						1,332,393.04	1,445,646.45	
<b>MATERIALS (ONLY) MARKUP PERCENTAGE: COST PLUS</b>				20%	15%			

**FEMA ADDENDUM**  
**TO FPUA GENERAL TERMS AND CONDITIONS**  
**FEMA REQUIRED CONTRACT PROVISIONS**  
**(CONSTRUCTION)**

The following contract provisions shall apply to any and all purchases of services or equipment that is subject to funding or reimbursement through the Federal Emergency Management Agency (FEMA).

**A. Administrative, Contractual or Legal Remedies.**

***(For contracts exceeding \$150,000)***

If the Contractor fails to perform any material requirement or violates any material provision of this Contract, FPUA shall provide written notice that the breach or noncompliance be corrected within 10 (ten) days of Contractor's receipt of such notice. Failure to comply within the time specified shall result in the termination of the Contract in accordance with its terms, and at FPUA's discretion may provide justification for rejection of any future bids, awards or contracts with Contractor.

**B. Contract Work Hours and Safety Standards Act.**

***(For contracts exceeding \$100,000)***

Compliance with the Contract Work Hours and Safety Standards Act:

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* FPUA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**C. Clean Air Act and the Federal Water Pollution Control Act.**

***(For contracts exceeding \$150,000)***

**(i) Clean Air Act:**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**(ii) Federal Water Pollution Control Act:**

1. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
2. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
3. The Contractor agrees to report each violation to FPUA and understands and agrees that the FPUA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
4. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**D. Suspension and Debarment.**

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by FPUA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FPUA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**E. Procurement of Recovered Materials.**

To the extent possible Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product (1) cannot be acquired competitively in the marketplace or within the required timeframe at a reasonable price. Information about this requirement and the list of EPA-designated items see:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**F. Access to Records:**

The following access to records requirements apply to this contract: The Contractor agrees to provide FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the FPUA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**G. DHS Seal, Logo and Flags.**

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or the likenesses of DHS agency officials without specific FEMA pre-approval.

**H. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of this contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**I. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the FPUA, Contractor, or any other party pertaining to any matter resulting from the contract.

**J. Program Fraud and False or Fraudulent Statements or Related Acts.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to this Contract.

**K. Equal Employment Opportunity.**

***[Required when the BID/RFP or contract is for construction, or the supervision or inspection of construction work, or other on-site functions related to construction].***

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by on or behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**L. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).**

Contractor shall provide a signed copy of the **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM** attached hereto. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, or a member, officer or employee of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Contractor shall require that this paragraph and a copy of the BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM is included in all Contracts with its subcontractors.**



**SECRETARY'S CERTIFICATE**

The undersigned, being the Executive Vice President and Secretary of **MASTEC NORTH AMERICA, INC.**, a Florida corporation ("MasTec"), hereby certifies on behalf of MasTec, to the best of his knowledge, information and belief:

- (1) He holds the offices with respect to MasTec as set forth below;
- (2) MasTec is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and
- (3) Jeffrey C. Schmidt, P.E. is a duly qualified and acting Executive Vice President – Utility Services Division of MasTec and he continues to occupy such office as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 26<sup>th</sup> day of February, 2021.

A handwritten signature in blue ink, appearing to read 'A. de Cardenas', written over a horizontal line.

Alberto de Cardenas  
Executive Vice President and Secretary

(CORPORATE SEAL)





THE SUNRISE CITY

**FORT PIERCE**

PURCHASING  
DEPARTMENT

*Florida*

# Exhibit B



Fort Pierce Utilities Authority  
Regulatory Affairs Department  
500 Boston Avenue (PO Box 3191)  
Fort Pierce, FL 34950 (34948)

June 8, 2023

SENT VIA EMAIL TO: [KevinBrickman@mastec.com](mailto:KevinBrickman@mastec.com)

Kevin Brickman  
**Mastec North America, Inc.**  
800 S. Douglas Road, Suite 1200  
Coral Gables, FL 33134

Re: **Bid No. ITB22-06: ELECTRIC UNDERGROUND – CONTRACT RENEWAL**

Dear Mr. Brickman:

This is official notification to your firm that Fort Pierce Utilities Authority (FPUA) has agreed to renew your current contract for **“Installation and/or repair of electric underground facilities”** for a period of 12 months beginning **October 1, 2023 and ending on September 30, 2024**. This is the **1<sup>st</sup> of 4 1-year** renewal options. This renewal is granted under the same terms and conditions as the original Contract in an amount not to exceed **\$750,000** annually. In addition, FPUA accepts the 3% increase in the labor/installation rate. A purchase order will be issued to you upon your acceptance of the renewed contract term.

This document must be signed by a person registered with the Florida Department of State as a company officer (or by someone authorized by such a person via affidavit or corporate resolution) that is authorized to sign contracts on behalf of the company. If signed by someone not listed as a company officer on the web site [www.sunbiz.org](http://www.sunbiz.org), please return with this document, a copy of the affidavit or resolution giving contracting signature authority to the signer.

Beginning January 1<sup>st</sup> 2020, FPUA and all contractors and subcontractors that provide labor, supplies and services to FPUA must register with and use the E-Verify system to verify the work authorization status of all newly hired employees (hired after Dec. 31, 2020). E-Verify is an online employment verification system provide by the Department of Homeland Security (see [www.e-verify.gov/](http://www.e-verify.gov/)). Under the new law FPUA, and its contractors or subcontractors, may not enter into a contract unless each party registers with and uses the E-Verify system.

We also need a current copy of your Certification of Insurance for the coverage required by the contract. **Certificates of Insurance must be completed as follows:**



Our mission is to provide our customers with economical, reliable and friendly service in a continuous effort to enhance the quality of life in our community.

772.466.1600

[www.fpua.com](http://www.fpua.com)



**Bid No. 22-06: ELECTRIC UNDERGROUND – CONTRACT RENEWAL**

Page 2 of 2

**Certificate Holder**

Fort Pierce Utilities Authority  
Attn: Risk Program Manager  
PO Box 3191  
Fort Pierce FL 34948-3191

**Additional Insured**

Fort Pierce Utilities Authority Please return this properly executed document by e-mail to indicate acceptance.

Thank you.

Sincerely,

Elba Cendejas  
Risk Program Manager

ACCEPTED BY:  
**MASTEC NORTH AMERICA, INC.**

\_\_\_\_\_  
Signature/Officer of Firm

Manuel Arismendy  
\_\_\_\_\_  
Name (Typed or Printed)

Senior Vice President  
\_\_\_\_\_  
Title

8/15/2023  
\_\_\_\_\_  
Date



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.





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DEPARTMENT

*Florida*

# Exhibit C

**AMENDMENT 1**  
**TO THE CONTRACT FOR**  
**ELECTRIC UNDERGROUND UNIT PRICE CONTRACT**  
**POA NO. 22-06**

**THIS FIRST AMENDMENT** (“First Amendment”) is made and entered into between the Fort Pierce Utilities Authority (“FPUA”) and MasTec North America, Inc. (“Contractor”).

**WHEREAS**, the parties entered into a contract for installation and/or repair of electric underground facilities services effective October 5, 2022; and

**WHEREAS**, the parties desire to amend the Contract to increase the Contract amount and to extend the term of the Contract.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Section 5 of the Contract is amended to increase the total job price from “not to exceed \$750,000.00 annually” to “not to exceed \$850,000.00 annually.”
2. Section 9 of the Contract is deleted in its entirety and replaced with the following section 9:

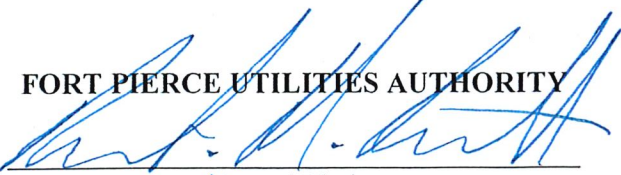
**Section 9:**


This Contract shall commence on October 22, 2022 and end on September 30, 2027, unless otherwise extended or earlier terminated in the sole discretion of FPUA. Annual escalation is not to exceed the Engineering News Record Cost Yearly Average Index (ENR) and not-to-exceed factor of 3%. This Contract will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

3. This First Amendment is effective as of the date last signed below. Except as amended hereby, the terms and conditions of the Contract remain in full force and effect. Any conflict between the provisions of this First Amendment and the Contract shall be resolved in favor of the provisions of this First Amendment.

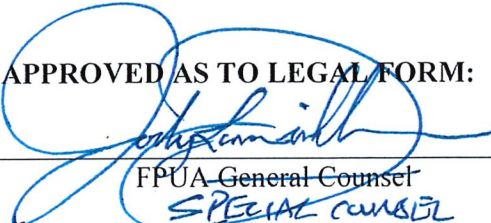
*[remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date set forth below.

**FORT PIERCE UTILITIES AUTHORITY**  
  
\_\_\_\_\_  
Board Chair  
9/17/2024  
\_\_\_\_\_  
Date

**MASTEC NORTH AMERICA, INC.**  
  
\_\_\_\_\_  
Signature  
Jerry Cook  
\_\_\_\_\_  
Printed Name  
Senior Vice President  
\_\_\_\_\_  
Title  
9/13/2024  
\_\_\_\_\_  
Date

**ATTEST:**  
  
\_\_\_\_\_  
Board Secretary

**APPROVED AS TO LEGAL FORM:**  
  
\_\_\_\_\_  
FPUA General Counsel  
SPECIAL COUNSEL



THE SUNRISE CITY  
**FORT PIERCE**  
PURCHASING  
DEPARTMENT *Florida*

# Exhibit D

**EXHIBIT “D”**  
**PROJECT STATEMENT OF WORK**

The work entails the rerouting of the existing underground primary electrical mains which currently traverse across the Kings Landing development. The new electrical utilities will be situated within the limits of the AE Backus and Indian River Drive public rights-of-way and not result in conflicts with the proposed Kings Landing improvements.



THE SUNRISE CITY

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*Florida*

# Exhibit E

## SECTION 02016

### EXISTING UTILITIES AND UNDERGROUND STRUCTURES

#### **PART 1 – GENERAL**

##### **1.01 GENERAL**

- A. The plans depict the approximate location of the existing utilities. The locations of those facilities (horizontal and vertical) were obtained from record drawings. Guarantee is not made that all existing underground utilities are shown or that the location of those shown are entirely accurate. Finding the actual location of any existing utilities is the contractor's responsibility and shall be done before he commences any work in the vicinity. Furthermore, the contractor shall be fully responsible for any and all damages due to the contractor's failure to exactly locate and preserve any and all underground utilities.

##### **1.02 CONTRACTOR'S RESPONSIBILITIES**

- A. Contractor shall notify the Sunshine State One Call of Florida (SSOCF) service at 811, 48 hours prior to digging.
- B. Locate the cables, ducts, conduit, pipeline, etc. in advance of the proposed construction.
- C. Notify Engineer of any substantial changes and/or conflicts that would require a deviation in the plans. Late discovery of existing underground utilities does not constitute "required" deviations should early discovery prevent them.
- D. Repair any damage done to existing utilities at no additional expense to the Owner.
- E. Remove or modify those utilities scheduled to be removed or modified on the plans.

##### **1.03 PRECONSTRUCTION VIDEO**

- A. At least one (1) week prior to the start of construction, the contractor shall have video recordings taken of the entire project area. This area includes but is not limited to, the entire site work area, the construction staging area, site access driveways, and the area around the existing buildings. Such recordings shall be provided to the Owner and Engineer before the commencement of construction. These recordings shall serve as record of the conditions as they existed prior to the start of the work. They will be used in the event of a dispute that arises from restoration or damage claims. The contractor shall pay particular attention to

**SECTION 02016**

**EXISTING UTILITIES AND UNDERGROUND STRUCTURES**

existing damage on public and private property near the work area and ensure that these items are documented on the video.

- B. Video recordings are to be delivered to the Owner and Engineer on a DVD, or via a digital method of file transfer, in a standard video format that is able to be viewed on a Windows operating system. All video recordings shall become the property of the Owner.

**END OF SECTION**

**SECTION 02065**

**DEMOLITION**

**PART 1 - GENERAL**

**1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all supervised labor, materials, equipment, and incidentals required for the removal of items indicated on the plans for disposal
- B. The Contractor is responsible for removal of all debris from the site and proper disposal of debris.

**1.02 ACCESS**

- A. Conduct demolition and modification operations, and the removal of equipment and debris to ensure minimum interference with roads and walks both on-site and off-site and to ensure minimum interference with occupied or used facilities.
- B. Special attention is directed towards maintaining safe and convenient access to the existing facilities by Owner's operations personnel and associated vehicles.
- C. Do not close or obstruct streets, walks or other occupied or used facilities without permission from the Engineer. Provide alternate routes around closed or obstructed traffic in access ways.

**1.03 PROTECTION**

- A. The Contractor shall conduct construction activities to minimize damage to adjacent buildings, structures, utilities, storm drainage, and other facilities, including persons.

**1.04 UTILITIES**

- A. It shall be the Contractor's responsibility to maintain existing utilities in service and protect against damage during demolition operations.

**PART 2 - PRODUCTS**

- A. Not Used

**SECTION 02065**

**DEMOLITION**

**PART 3 - EXECUTION**

**3.01 REMOVAL OF EXISTING FACILITIES**

- A. Subject to the constraints of maintaining the existing utilities in operation; existing facilities not necessary for the operation of the new facility shall remain the property of the Owner unless otherwise directed by the Owner. The Contractor shall remove, clean, and prepare for storage all equipment to remain as directed by the Owner. If the Owner elects not to retain ownership of a certain item, the item shall become the property of the Contractor and shall be removed from the site at the Contractor's expense.

**END OF SECTION**

## SECTION 02200

### UTILITY EXCAVATION, TRENCHING, AND BACKFILLING

#### PART 1 - GENERAL

##### **1.01 GENERAL**

The provisions set forth in this section shall be applicable to all underground electric installations, regardless of location, unless prior approval is received from the Utilities Engineer for special design considerations. All excavations shall be properly shored, sheeted and braced or cut back at the proper slope to provide safe working conditions, to prevent shifting of material, to prevent damage to structures or other work and to avoid delay to the work, all in compliance with the U.S. Department of Labor Occupational Safety and Health Act (OSHA), the State of Florida Trench Safety Act (Chapters 90-96 of the laws of Florida, CS/CB 2626 or as amended), and under Section 107 of the Contract Work Hours and Safety Standards Act (Public Law 91-54 or as amended). The minimum shoring, sheeting, and bracing for trench excavations shall meet the general trenching requirements of the safety and health regulations. In all cases where a conflict exists in the requirements of OSHA Regulations, Florida Trench Safety Act, and these specifications, the requirements of the state agency shall prevail.

#### PART 2 - PRODUCTS

##### **2.01 MATERIALS:**

###### **A. SHEETING AND BRACING:**

1. Wood sheeting to be left in place shall be pressure treated with preservative in accordance with the current requirements of the American Wood Preservers Association Manual of Recommended Practice.
2. Steel sheeting to be left in place shall be as specified in ASTM Designation A328.

###### **B. CONCRETE:**

1. Required concrete shall have a minimum 3,000 pounds per square inch compressive strength.

## SECTION 02200

### UTILITY EXCAVATION, TRENCHING, AND BACKFILLING

#### **PART 3 – EXECUTION**

##### **3.01 TRENCHING:**

- A. Trench Dimensions: The minimum width of the trench bottom shall be 12 inches, and the maximum width of trench bottom shall be 24 inches unless otherwise shown on the drawing details or approved by the Engineer.
- B. Trench Grade: Standard trench grade shall be defined as the bottom surface of the utility to be constructed or placed within the trench. Trench grade for utilities in rock or other non-cushioning material shall be defined as six inches below the outside of the bottom of the utility, which six inches shall be backfilled with extra utility bedding material. Excavation below trench grade that is done in error shall be backfilled to trench grade with granular material and compacted.
- C. Utility Bedding: The bottom of the trench shall be shaped to provide a firm bedding for the utility pipe. The utility shall be firmly bedded in undisturbed firm soil, or hand-shaped unyielding material. The bedding shall be shaped so that the pipe will be in continuous contact therewith for its full length and shall provide a minimum bottom segment support for the pipe equal to the spring line of the pipe or one-half of the outside diameter of the barrel. Special bedding may be required, due to depth of cover, impact loadings, or other conditions.
- D. Sheeting and Bracing: In order to prevent damage to property, injury to persons, erosion, cave-ins, or excessive trench widths, adequate sheeting and bracing shall be provided, as required, and/or directed by the Engineer, in accordance with accepted standard practice. When the situation arises, sheeting and bracing shall be used as necessary to protect the integrity of the road shoulder. Sheeting shall be removed when the trench has been backfilled to at least one-half its depth, or when removal would not endanger the construction of adjacent structures. When required, to eliminate excessive trench width or other damage, sheeting, bracing, or shoring shall be left in place and the top cut off at an elevation of 5.0 feet below finished grade, unless otherwise directed.

All sheeting and bracing will be in accordance with OSHA, and the Florida Trench Safety Act.

## SECTION 02200

### UTILITY EXCAVATION, TRENCHING, AND BACKFILLING

- E. Excavated Material: Excavated material to be used for backfill shall be neatly and safely deposited at the sides of the trenches where space is available. Whenever possible, excavated material near a roadway should be deposited on the right-of-way side of the trench, away from the travel way. Where stockpiling of excavated material is required, the Contractor shall be responsible for obtaining the sites to be used and shall maintain his operations to provide for natural drainage and not present an unsightly appearance. All sites shall be restored after fill is removed.
- F. Material Disposal: Excess, unsuitable, or cleared and grubbed material resulting from the utility installation shall be removed from the work site and disposed of a location(s) secured by the Contractor, and in accordance with the agency having jurisdiction. Excess excavated material shall be spread on the disposal site and graded in a manner to drain properly and not disturb existing drainage conditions, in accordance with applicable permit requirements.
- G. Borrow: Should there be insufficient satisfactory material from the excavations to meet the requirements for fill material, borrow shall be obtained from pits secured by the Contractor. All borrow shall meet the provisions of these specifications.
- H. Rock Excavation: Rock excavation shall be defined as excavation of any hard natural substance that cannot be removed by a one cubic yard bucket and requires the use of explosives and/or special impact tools such as jackhammers, sledges, chisels, or similar devices specifically designed for use in cutting or breaking rock.
- I. De-watering: Utilities shall be laid "in the dry," unless otherwise approved. Trench excavations may be dewatered by using one or more of the following methods: well point system, sumps with pumps, or other methods(s) as approved by the Engineer. Dewatering systems shall be utilized in accordance with good standard practice and must be efficient enough to lower the water level in advance of the excavation and maintain it continuously to keep the trench bottom and sides firm and dry. If the material encountered at trench grade is suitable for the passage of water without destroying the sides or utility foundation of the trench, sumps may be provided at intervals at the side of the main trench excavation, with pumps used to lower the water level by taking their suction from said sumps. Discharge from dewatering shall be disposed of in such a manner that it will not interfere with normal drainage of the area, in which the work is being performed, create a public nuisance, or form pending. All discharge shall be in accordance with any SFWMD issued permits. The operations shall not cause injury to any portion of the work completed, or in progress, or to the surface of streets, or to private property. The proposed dewatering method(s)

## SECTION 02200

### UTILITY EXCAVATION, TRENCHING, AND BACKFILLING

and schedule shall be approved by the Utilities Engineer and necessary regulatory agencies prior to construction.

Additionally, where private property will be involved, advance permission shall be obtained in writing by the Contractor.

- J. Obstructions: It shall be the Contractor's responsibility to acquaint himself with existing conditions and to locate structures and utilities along the proposed utility alignment in order to avoid conflicts. Where actual conflicts are unavoidable, work shall be coordinated with the facility owner and performed so as to cause as little interference as possible with the service rendered by the facility disturbed. All affected utilities shall be notified prior to excavation in their vicinity.
- K. Backfill in Existing Traffic Zones:
1. General: Backfill material shall be clean earth fill composed of sand, clay, and sand, sand and rock, crushed rock, or an approved combination thereof. Backfilling shall be divided into three specified areas: First, from trench grade to a point 12 inches above the top of the utility, called the pipe zone; second, from the top of the pipe zone to the bottom of the sub-grade; and third, from the bottom of the replacement base course to the replacement surface, see standard details. Where encasements or other below-grade concrete work have been installed, backfilling shall not proceed until the concrete has obtained sufficient strength to support the backfill load. The frequency of density testing is to be specified by the Engineer on the Construction Drawings.  
  
At a minimum, density testing will be at the minimum distance or interval required by the local permitting agency where applicable or as specified by FPUA.
  2. Pipe Zone: Granular material shall be carefully placed and tamped around the lower half (springline) of the utility. Backfilling shall be carefully continued until the fill is 12 inches above the top of the utility, using the best available material from the excavation, if approved. The material shall be lowered to within two feet above the top of pipes before it is allowed to fall, unless the material is placed with approved devices that protect the pipes from impact. The pipe zone shall exclude stones, or rock fragments larger than one inch.

## SECTION 02200

### UTILITY EXCAVATION, TRENCHING, AND BACKFILLING

3. Second Area: The remainder of the trench, about the pipe zone and below the sub grade, shall be backfilled and compacted in layers not exceeding 12 inches. Compaction of each lift shall be equal to 98% of maximum density as determined by AASHTO Specification T-99.
  4. Shoulder Restoration: All shoulder restoration shall be in accordance with the applicable permit requirements of the agency having jurisdiction.
  5. Compaction Methods: The above-specified compaction shall be accomplished using accepted standard methods (powered tampers, vibrators, etc.), with the exception that the first 12 inches of backfilling over the pipe shall be compacted by hand-operated tamping devices. Flooding or puddling with water to consolidate backfill is not acceptable, except where sand is encountered and the operation has been approved by the Utilities Engineer.
  6. Density Tests: Density tests for determination of the above-specified compaction shall be made by a testing laboratory approved by the Engineer and at the expense of the Contractor, or as otherwise specified. Test locations will be determined by the Engineer, and the permit agency having jurisdiction. Tests shall also be made where a trench crosses a paved roadway or future paved roadway. If any test results are unsatisfactory, the Contractor shall re-excavate, re-compact the backfill, and retest, at his expense until the desired compaction is obtained. Additional compaction tests shall be made to each side of an unsatisfactory test, as directed, to determine the extent of re-excavation and re-compaction necessary.
- N. Backfill in New Traffic Zones: Compaction and testing requirements for backfill in areas of new road construction, i.e. subdivisions, shall be the same as for "Existing Traffic Zones," except:
1. One compaction test shall be required 24 inches above the top of the pipe.
  2. Although the trench must be backfilled and compacted in 12-inch lifts as required in "Existing Traffic Zones," compaction tests are required in each 12-inch lift.
- O. Backfill in Non-traffic Zones: Backfill must be placed as specified in Subsection M for the pipe zone. Above the pipe zone, the trench must be backfilled to natural density or to 95% of AASHTO T-99, whichever is greater.

**SECTION 02200**

**UTILITY EXCAVATION, TRENCHING, AND BACKFILLING**

- P. Protective Concrete Slab: Protective concrete slabs shall be installed where required by the Utilities Engineer, to protect the installed utility against excessive loads, or when insufficient cover exists.
  
- Q. Seed and Mulch: Fertilizing, seeding and mulching operations will be carried out in accordance with the permit agency having jurisdiction.
  
- R. Sodding: Fertilizing and sodding operations will be carried out in accordance with the permit agency having jurisdiction.

**END OF SECTION**

## SECTION 02320

### HORIZONTAL DIRECTIONAL DRILLING

#### PART 1-GENERAL

##### **1.01 SECTION DESCRIPTION**

The work specified in this section consists of furnishing and installing underground utilities using the horizontal directional drilling (HDD) method of installation, also commonly referred to as directional boring or guided horizontal boring. This work shall include all services, equipment, materials, and labor for the complete and proper installation, testing, restoration of underground utilities and environmental protection and restoration.

##### **1.02 REFERENCES**

Not Used

##### **1.03 QUALITY ASSURANCE**

The requirements set forth in this document specify a wide range of procedural precautions necessary to insure that the very basic, essential aspects of a proper directional bore installation are adequately controlled. Strict adherence shall be required under specifically covered conditions outlined in this specification. Adherence to the specifications contained herein, or the Engineer's approval of any aspect of any directional bore operation covered by this specification, shall in no way relieve the Contractor of their ultimate responsibility for the satisfactory completion of the work authorized under the Contract.

##### **1.04 SUBMITTALS**

###### **A. WORK PLAN**

Prior to beginning work, the Contractor must submit to the Engineer a general work plan outlining the procedure and schedule to be used to execute the project. Plan should document the thoughtful planning required to successfully complete the project.

###### **B. EQUIPMENT**

Contractor will submit specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the project.

###### **C. MATERIALS**

Specifications on material to be used shall be submitted to Engineer. Material shall include the pipe, fittings and any other item which is to be an installed component of the project.

## SECTION 02320

### HORIZONTAL DIRECTIONAL DRILLING

#### PART 2 - EQUIPMENT REQUIREMENTS

##### **2.01 EQUIPMENT**

The directional drilling equipment shall consist of a directional drilling rig of sufficient capacity to perform the bore and pullback the pipe, a drilling fluid mixing & delivery system of sufficient capacity to successfully complete the crossing, a guidance system to accurately guide boring operations and trained and competent personnel to operate the system. All equipment shall be in good, safe operating condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project.

##### **2.02 DRILLING SYSTEM**

###### **A. DRILLING RIG**

The directional drilling machine shall consist of a hydraulically powered system to rotate, push and pull hollow drill pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. The machine shall be anchored to the ground to withstand the pulling, pushing and rotating pressure required to complete the crossing. The hydraulic power system shall be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system shall be free of leaks. Rig shall have a system to monitor and record maximum pull-back pressure during pull-back operations.

###### **B. DRILL HEAD**

The drill head shall be steerable by changing its rotation and shall provide the necessary cutting surfaces and drilling fluid jets.

###### **C. MUD MOTORS(if required)**

Mud motors shall be of adequate power to turn the required drilling tools.

## SECTION 02320

### HORIZONTAL DIRECTIONAL DRILLING

#### **2.03 GUIDANCE SYSTEM**

The Guidance System shall be of a proven type and shall be setup and operated by personnel trained and experienced with this system. The Operator shall be aware of any magnetic anomalies and shall consider such influences in the operation of the guidance system if using a magnetic system.

#### **2.04 DRILLING FLUID (MUD) SYSTEM**

##### **A. MIXING SYSTEM**

A self-contained, closed, drilling fluid mixing system shall be of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water and appropriate additives. Mixing system shall be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank shall be sized for adequate storage of the mud. Mixing system shall continually agitate the drilling fluid during drilling operations.

##### **B. DRILLING FLUID**

Drilling fluid shall be composed of clean water and an appropriate additive. Water shall be from a clean source with a pH of 8.5 – 10 and/or as per mixing requirements of the Manufacturer. Water of a lower pH or with excessive calcium shall be treated with the appropriate amount of sodium carbonate or equal. The water and additives shall be mixed thoroughly and be absent of any clumps or clods. No hazardous additives may be used. Drilling fluid shall be maintained at a viscosity sufficient to suspend cuttings and maintain the integrity of bore wall.

##### **C. DELIVERY SYSTEM**

The mud pumping system shall have a minimum capacity to supply mud in accordance with the drilling equipment pull-back rating at a constant required pressure. The delivery system shall have filters in-line to prevent solids from being pumped into the drill pipe. Connections between the pump and drill pipe shall be relatively leak-free. Used drilling fluid and drilling fluid spilled during drilling operations shall be contained and properly disposed of. A berm, minimum of 12" high, shall be maintained around drill rigs, drilling fluid mixing system, entry and exit pits and drilling fluid recycling system (if used) to prevent spills into the surrounding environment. Pumps and or vacuum truck(s) of sufficient size shall be in place to convey excess drilling fluid from containment areas to storage facilities.

## SECTION 02320

### HORIZONTAL DIRECTIONAL DRILLING

#### **2.05 OTHER EQUIPMENT**

##### **A. PIPE RAMMERS**

Hydraulic or pneumatic pipe rammers may only be used if necessary and with the authorization of Engineer.

##### **B. RESTRICTIONS**

Other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work. Consideration for approval will be made on an individual basis for each specified location. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the project.

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

The Engineer must be notified 48 hours in advance of starting work. The Directional Bore shall not begin until the Engineer is present at the job site and agrees that proper preparations for the operation have been made. The Engineer approval for beginning the installation shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract. It shall be the responsibility of Engineer to provide inspection personnel at such times as appropriate without causing undue hardship by reason of delay to the Contractor.

#### **3.02 PERSONNEL REQUIREMENTS**

All personnel shall be fully trained in their respective duties as part of the directional drilling crew and in safety.

## SECTION 02320

### HORIZONTAL DIRECTIONAL DRILLING

#### **3.03 DRILLING PROCEDURE**

##### **A. SITE PREPARATION**

1. Prior to any alterations to work-site, contractor shall photograph or video tape entire work area, including entry and exit points. One copy of which shall be given to Engineer and one copy to remain with contractor for a period of one year following the completion of the project.
2. Work site as indicated on drawings, within right-of-way, shall be graded or filled to provide a level working area. No alterations beyond what is required for operations are to be made. Contractor shall confine all activities to designated work areas.

##### **B. DRILL PATH SURVEY**

Entire drill path shall be accurately surveyed with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If contractor is using a magnetic guidance system, drill path will be surveyed for any surface geo-magnetic variations or anomalies.

##### **C. ENVIRONMENTAL PROTECTION**

Contractor shall place silt fence between all drilling operations and any drainage, wetland, waterway or other area designated for such protection by contract documents, state, federal and local regulations. Additional environmental protection necessary to contain any hydraulic or drilling fluid spills shall be put in place, including berms, liners, turbidity curtains and other measures. Contractor shall adhere to all applicable environmental regulations. Fuel or oil may not be stored in bulk containers within 200' of any water-body or wetland.

##### **D. SAFETY**

Contractor shall adhere to all applicable state, federal and local safety regulations and all operations shall be conducted in a safe manner. Safety meetings shall be conducted at least weekly with a written record of attendance and topic submitted to Engineer.

## SECTION 02320

### HORIZONTAL DIRECTIONAL DRILLING

#### E. PILOT HOLE

1. Pilot hole shall be drilled on bore path with no deviations greater than 5% of depth over a length of 100'. In the event that pilot does deviate from bore path more than 5% of depth in 100', Contractor will notify Engineer and Engineer may require Contractor to pull-back and re-drill from the location along bore path before the deviation.
2. In the event that a drilling fluid fracture, inadvertent returns or returns loss occurs during pilot hole drilling operations, contractor shall cease drilling, wait at least 30 minutes, inject a quantity of drilling fluid with a viscosity exceeding 120 seconds as measured by a March funnel and then wait another 30 minutes. If mud fracture or returns loss continues, contractor will cease operations and notify Engineer. Engineer and contractor will discuss additional options and work will then proceed accordingly.

#### F. REAMING

Upon successful completion of pilot hole, contractor will ream bore hole to a minimum of 25% greater than outside diameter of pipe using the appropriate tools. Contractor will not attempt to ream at one time more than the drilling equipment and mud system are designed to safely handle.

#### G. PULL-BACK

1. After successfully reaming bore hole to the required diameter, contractor will pull the pipe through the bore hole. In front of the pipe will be a swivel. Once pull-back operations have commenced, operations must continue without interruption until pipe is completely pulled into bore hole. During pull-back operations contractor will not apply more than the maximum safe pipe pull pressure at any time.
2. In the event that pipe becomes stuck, contractor will cease pulling operations to allow any potential hydro-lock to subside and will commence pulling operations. If pipe remains stuck, contractor will notify Engineer. Engineer and contractor will discuss options and then work will proceed accordingly.

**SECTION 02320**

**HORIZONTAL DIRECTIONAL DRILLING**

**3.04 CONDUIT PROOFING**

- A. All conduit shall be proofed at the completion of the project to remove any obstructions as a result of normal construction.

**3.05 SITE RESTORATION**

- A. Following drilling operations, contractor will de-mobilize equipment and restore the work-site to original condition. All excavations will be backfilled and compacted to 95% of original density. Landscaping will be restored to original. All mud shall be disposed of by the CONTRACTOR.

**3.06 RECORD KEEPING**

- A. AS-BUILTS

Contractor shall maintain a daily project log of drilling operations and a guidance system log with a copy given to Engineer at completion of project. As-built drawings shall be certified as to accuracy by the Engineer.

**END OF SECTION**

## SECTION 02800

### RESTORATION OF SURFACE IMPROVEMENTS

#### **PART 1 - GENERAL**

##### **1.1 GENERAL**

All applicable provisions of the General Conditions are part of this section. Payment for all labor, equipment and materials shall be as set out in the General Conditions and Agreement. Any conflict between the Project Plans and Technical Specifications shall be constructed according to the Project Plans.

##### **1.2 DESCRIPTION OF WORK**

Work includes the restoration of driveways, lawn areas, trees and plants, roadways, and any other existing improvement affected by the proposed work. This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

##### **1.3 TEMPORARY RESTORATION**

The Contractor shall be aware and make provisions as necessary to provide temporary resurfacing if required by the governmental agency having jurisdiction for roadways, drives and/or sidewalks. If required, the Contractor will provide temporary resurfacing after final backfill over the open cut, for a period specified by the agency, prior to final roadway replacement.

##### **1.4 QUALITY ASSURANCE**

- A. The work in this section shall generally conform to the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereafter called the FDOT Standard Specifications.
- B. Florida Grades and Standards for Nursery Plants, Part 1 shall be used when determining quality of plants and shrubs.

##### **1.5 SUBMITTALS**

Certification: Certification of quality by producer, nursery or manufacturer shall be delivered to Owner 10 days prior to use.

## SECTION 02800

### RESTORATION OF SURFACE IMPROVEMENTS

#### **PART 2 - PRODUCTS**

##### **2.1 SOD**

- A. The sod used for restoration shall match the existing in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without well-established sod, Argentine Bahia sod shall be used.
- B. The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. The sod shall be approved by the Owner before placing.

##### **2.2 PLANTS**

- A. Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Owner before placing.
- B. Existing plants may be removed, preserved, and replaced at the Contractor's option. Plants shall be handled by an approved nursery.
- C. Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced. Plants used shall be in accordance with the "Grades and Standards", Florida No. 1 or better. Plants shall conform to the sizes indicated by the Owner.

##### **2.3 GRASSING**

Technical Specifications shall conform to the latest edition of Section 570 "Grassing (By Seeding)", Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

##### **2.4 PLANTER MULCH**

Mulch for planter areas shall be Cypress Bark, clean, bright and free from weeds, moss, sticks, and other debris. Bark size shall not be over 2-1/2 inch diameter.

## SECTION 02800

### RESTORATION OF SURFACE IMPROVEMENTS

#### **2.5 WATER**

The water used in the grassing operations may be obtained from any approved spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used.

#### **2.6 EQUIPMENT**

- A. Fertilizer Spreader: The device for spreading fertilizer shall be capable of uniformly distributing the material at the specified rate.
- B. Seed Spreader: The seed spreader shall be an approved mechanical hand spreader or other approved type of spreader.
- C. Rollers: A cultipacker, traffic roller, or other suitable equipment will be required for rolling the grassed areas.

#### **2.7 BASE COURSES (SUBBASE)**

- A. Technical specifications shall conform to the latest edition of Section 200 through 286 Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.
- B. Typically subbase as specified in Section 240 is used on City projects with density requirements shown on plans and details.
- C. It is the responsibility of the Contractor to provide all materials to assure base courses meet the above-mentioned specifications.

#### **2.8 ASPHALTIC CONCRETE & PORTLAND CEMENT CONCRETE PAVEMENT**

- A. The standard technical specifications for the above-mentioned items shall meet the specifications as set forth in the latest edition of Sections 300 through 370 of the Florida Department of Transportation's Standard Specifications of Road and Bridge Construction. Materials for these items shall meet the requirements in Sections 901, 902, 916, and 917 of the same specifications.
- B. Certification by means of a job mix formula, as in Section 331- 4.3 F.D.O.T. Specifications, shall be submitted by the Contractor to the Engineer before the asphalt is placed on the project. If said certification is not submitted to the Engineer, the materials may be rejected or at the discretion of the Engineer, asphalt may be allowed to be placed at the risk of the Contractor.

**SECTION 02800**

**RESTORATION OF SURFACE IMPROVEMENTS**

**2.9 PORTLAND CEMENT CONCRETE**

- A. The standard technical specifications for Portland Cement Concrete shall meet the specifications as set forth in the latest edition of Section 345 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.
- B. Materials for Portland Cement Concrete shall meet the requirements in Sections 901, 902, 921, 923, and 924 of the same specifications.
- C. Certification as noted in Section 345-4.3 of the F.D.O.T. Specifications shall be obtained by the Contractor from the supplier, stating that the materials meet the above stated specifications and be submitted to the Engineer before the concrete is placed on the project. If said certification is not submitted to the Engineer, the concrete may be rejected or at the discretion of the Engineer, concrete may be allowed to be placed at the risk of the Contractor.
- D. Synthetic fibers are used at 1 1/2 pounds per cubic yard of concrete and can be introduced with the aggregates or after all of the above ingredients have been blended or mixed.

**2.10 CONCRETE CURB & GUTTER**

All curb and gutter shall conform to the latest edition of Section 520 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

**2.11 CONCRETE SIDEWALK**

All sidewalks shall conform to the latest edition of Section 522 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

**2.12 JOINT MATERIAL**

Perform joint filler, one-half inch thick, conforming to AASHTO M153 or AASHTO M213.

## SECTION 02800

### RESTORATION OF SURFACE IMPROVEMENTS

#### **PART 3 - EXECUTION**

##### **3.1 LANDSCAPING RESTORATION**

- A. General: All seeding, sodding and landscaping shall conform to the latest edition of Section 570 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

Regarding the warranty, the Contractor must provide (a) one (1) year warranty from date of final acceptance including coverage of plants from death or unhealthy conditions, and (2) replacement plants shall be of same size and species as specified, planted in the next growing season, with a new warranty commencing on date of replacement.

- B. Lawn Areas: Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

- C. Balled Plants: Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

- D. Option: Plants may be furnished as container grown instead of balled if all other requirements are met.

- E. Preparation of Plant Pits: All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or 3-gallon containers shall have pits that are two feet wider than the width of the plant ball and 6-inches deeper than the depth of the ball. Smaller shrubs shall have pits that are at least one foot wider than the width of the plant ball and 6-inches deeper than the ball depth.

- F. Setting Plant: All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palm trees shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The

## SECTION 02800

### RESTORATION OF SURFACE IMPROVEMENTS

rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

- G. Water: Water to be used initially during plant installation shall be furnished by the Contractor.

### **3.2 SOD PLACEMENT**

- A. Sod is required in all disturbed areas.
- B. The areas over which the sod is to be placed shall be scarified or loosened to suitable depth. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may, at his discretion, authorize the elimination of the ground preparation. Immediately before sod is placed, 12-8-8 fertilizer shall be applied at the rate of approximately 500 pounds per acre, by broadcasting and raking into the planting area.
- C. Sod shall be firmly embedded by light tamping. Wherever necessary to prevent an erosion condition caused by vertical edges at the outer limits of the sodded area, the sod shall be tamped so as to produce a featheredge at the outer limits. The sod shall be kept in a moist condition after it is planted. Water shall not be applied between the hours of 8:00 a.m. and 4:00 p.m., nor when there is danger of freezing. On areas where the sod may slide, due to height and slope, the Engineer may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.
- D. Maintenance: Contractor shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

### **3.3 SEEDING**

- A. Seeding and fertilizer shall only be used in areas where dirt is existing and no grass or grass/weed mixture is present.
- B. Execution of seeding shall be in accordance to the latest edition of Section 570 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.

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### RESTORATION OF SURFACE IMPROVEMENTS

#### **3.4 EXCAVATION AND EMBANKMENT**

- A. All excavated material which is suitable shall be used in the formation of embankments or shoulders, or for backfilling as directed. Excavated material which will be suitable when dry shall be allowed to dry and be used as required. All materials removed which are considered unsuitable or spoil material shall be disposed of outside the limits of the site at the Contractor's expense
- B. All other technical specifications shall conform to the latest edition of Section 120 Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, or as specified in the project plans and details.

#### **3.5 PAVEMENT REPLACEMENT**

- A. Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.
- B. Prior to replacing concrete or asphalt pavement, a subbase and base course corresponding to the required materials and thicknesses specified on the Construction Drawings shall be installed. The Contractor will have tests made by an independent testing laboratory to verify that the required compaction densities are obtained.
- C. Non-asphalt pavement replacement shall be replaced of like material and thickness in accordance to the Construction Drawings. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer. Where asphalt or built-up asphalt pavement is replaced by concrete, the concrete shall have a minimum of 6-inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric or as specified within the construction drawings. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.
- D. Road cuts shall be repaired with a temporary asphalt patch the same day as cut and maintained for a period of 90 days prior to placing the final wearing surface.
- E. Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

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### RESTORATION OF SURFACE IMPROVEMENTS

#### **3.6 CURB REMOVAL AND REPLACEMENT**

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, saw cutting curb is required to obtain a vertical roughened surface without spalling fractures, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer. Curb shall be replaced of like material and design in a manner and condition equal to or better than that existing at the time of removal. Materials and methods of replacing State Highway sidewalks or curbs shall conform to the FDOT Standard Specifications. It shall be the Contractor's responsibility to verify existing curb/gutter grades and place the new curb/gutter to these same grades.

#### **3.7 CONCRETE SIDEWALK**

- A. Concrete sidewalk shall be removed by saw cutting on a straight line with edges as vertical as possible. The new sidewalk segments shall match the existing sidewalk as to width, thickness, and elevation, and have a medium broom finish.
- B. Expansion joints between the sidewalk and the curb or driveway or at fixed objects and sidewalk intersections shall be 1/2-inch joints formed with a performed joint filler.

#### **3.8 TESTS**

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Contractor and at such locations as may be recommended by the Engineer. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

**END OF SECTION**

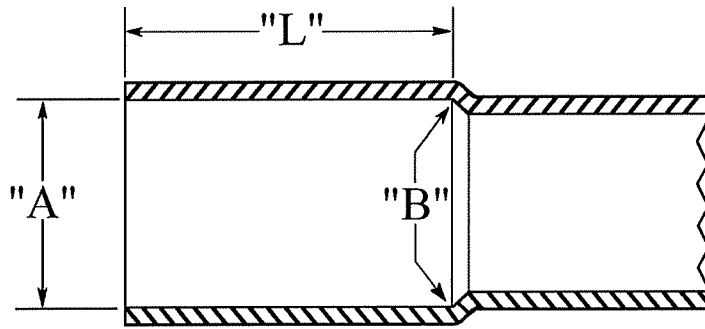
# TECHNICAL SPECIFICATION

**FMPA TECHNICAL SPECIFICATION FA-PVC-1  
SPECIFICATIONS FOR  
PVC CONDUIT & FITTINGS**

**1. SCOPE**

This specification covers the requirements for PVC Conduit and Fittings used in 60 cycle power distribution systems.

**2. DEEP BELL SPECIFICATIONS**



The diagram above and the dimensions below are to be used where "deep bell" ends on conduit or elbows are specified. The entrance and base bell dimensions are the same as standard UL listed bells, but the depth is greater than the UL allowance.

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Size	Bell Entrance Diameter "A"	Bell Bottom Diameter "B"	Bell Depth "L"
1-1/2"	1.916"±.006"	1.894"±.006"	2.75"±.25"
2"	2.393"±.006"	2.369"±.006"	3.25"±.25"
2-1/2"	2.890"±.007"	2.888"±.007"	3.25"±.25"
3"	3.515"±.008"	3.492"±.008"	4.00"±.25"
3-1/2"	4.015"±.008"	3.992"±.008"	4.25"±.25"
4"	4.515"±.009"	3.492"±.009"	4.75"±.25"
5"	5.593"±.010"	5.553"±.010"	5.75"±.25"
6"	6.656"±.011"	6.614"±.011"	6.25"±.25"

**3. SPECIFICATION BY MANUFACTURER PART NUMBER:**

The individual products supplied shall be equal to the unit described by the manufacturer and part number shown on the bid form. Manufacturing standards and production tests shall be in accordance with ANSI/IEEE Standards, as appropriate, and published by the manufacturer.

**4. COILABLE POLYETHYLENE DUCT**

**4.1 Description**

The duct shall be manufactured from virgin high – density polyethylene. The addition of clean rework material is permissible if generated in the manufacturer's own plant. The ducts are supplied with smooth gray walls. The duct shall be capable of being coiled (reeled) in continuous lengths, transported, stored outdoors and subsequently uncoiled for installation – without affecting its properties or performance.

**4.2 Workmanship**

The duct shall be free of visible cracks, holes or other physical defects that would degrade its performance. It shall be uniform as practicable in respect to overall dimensions, color density, thickness, etc.

**4.3 Markings**

The duct shall have a durable identification showing the name or the trademark of the manufacturer, duct size, date and reference code,

EXHIBIT T

and have “**CAUTION – HIGH VOLTAGE**” printed at intervals no greater than three feet.

4.4 Capping

The open ends of each length of reeled duct shall be sealed by plastic caps to prevent the entrance of dirt and/or moisture.

4.5 Dimensions

The dimensions of the duct shall be as per ASTM-D3035. Wall thickness to be SDR 13.5 rating.

4.6 Packaging

The duct shall be provided on lightweight metal reels in maximum lengths possible with no joints or splices. Reel sized shall be 8' in diameter.

4.7 Installation

The duct shall be capable to being directly buried with no special considerations to using selective backfill. The duct shall be capable of being encased in concrete.

**5. APPROVED EQUAL MANUFACTURERS:**

The following manufacturers are approved equals where exact equal products are available:

- 1) Carlon
- 2) Cantex
- 3) CSR Poly Pipe
- 4) Dura Line
- 5) PNA
- 6) ARNCO
- 7) Petroflex
- 8) Ameriplast