

**TOWN OF SURFSIDE
INVITATION TO BID (ITB)**



ITB No. 2023-01

**ABBOTT AVENUE STORMWATER IMPROVEMENTS
PROJECT**

The Town of Surfside Commission:

**Mayor Shlomo Danzinger
Vice Mayor Jeffrey Rose
Commissioner Fred Landsman
Commissioner Marianne Meisheid
Commissioner Nelly Velasquez**

Town of Surfside
9293 Harding Ave
Surfside, Florida 33154

**ISSUE DATE: FRIDAY, FEBRUARY 24, 2023
BID OPENING DATE: FRIDAY, APRIL 14, 2023
BID OPENING TIME: 2:00 P.M.**



PUBLIC NOTICE

INVITATION TO BID (ITB) No. 2023-01 **ABBOTT AVENUE STORMWATER IMPROVEMENTS PROJECT**

NOTICE IS HEREBY GIVEN that the Town of Surfside ("Town") is soliciting bids for the Abbott Avenue Stormwater Improvements Project. Interested companies, firms, and individuals ("Bidders") may obtain a copy of Invitation to Bid No. 2023-01 (the "ITB") to be issued on February 24, 2023 at the Town of Surfside 9293 Harding Avenue, Surfside, FL 33154 or on the Town's website at www.townofsurfsidefl.gov. The ITB contains detailed information about the scope of work, submission requirements, and selection procedures. All notices and any addenda issued by the Town with respect to the ITB will be made available on the Town's website. It is the Bidder's sole responsibility to ensure receipt of any issued notice or addenda relating to this ITB once posted to the website. The bid submission shall be submitted to the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154, and marked "Bid to Town of Surfside, ITB No. 2023-01 for the Abbott Avenue Stormwater Improvements Project." Responses must be received by the Town by no later than April 14, 2023 at 2:00 P.M. at Town Hall. Responses will be opened publicly on April 14, 2023 at 2:00 P.M. at Town Hall. Any bid submission received after this time and date, whether by mail or otherwise, will not be considered. Bidders are responsible for ensuring that their bid is received in the Town Clerk's Office by the deadline.

A non-mandatory pre-response conference will be held on March 9, 2023 at 11:00 A.M. at 9293 Harding Avenue, Surfside, FL 33154. All Bidders planning to submit a bid are strongly encouraged to attend this meeting. Bidders should allow sufficient time to ensure arrival prior to the indicated time.

The Town hereby provides notice to all Bidders of the imposition of a Cone of Silence for this solicitation, as set forth in Section 3-17 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular request for qualifications ("ITB") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town commissioners, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee. Please contact the Town Clerk and/or Town Attorney with any questions on the Cone of Silence.

Date Issued: February 24, 2023

SECTION 1:
INFORMATION FOR BIDDERS

1.1. INTRODUCTION/GENERAL BACKGROUND.

The Town of Surfside, Florida (the “Town”) is soliciting bids for the Abbott Avenue Stormwater Improvements Project (the “Project”). The Town hereby requests bids for the selection of one firm (“Contractor” or “Bidder”) to provide the work set forth in Section 3 of this ITB. The Project shall be funded through a State of Florida appropriation administered by the Florida Department of Environmental Protection (the “Department” or “FDEP”), pursuant to a Standard Grant Agreement (Contract No. 22SRP55) dated December 9, 2022, which is attached hereto as Attachment “A” and incorporated herein by reference.

The Contractor shall provide the services, design, labor, materials, equipment, and all incidentals necessary, as further defined in Section 3 of this ITB (the “Work”) for the Project.

The Town intends to award a contract to the lowest, most responsive and responsible Bidder whose bid meets the requirements and criteria set forth in this ITB for the Work described in this ITB.

1.2. SCHEDULE OF EVENTS.

The following schedule is anticipated for this ITB process, but is subject to change by the Town, in its sole discretion, at any time during the ITB procurement process.

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of ITB	February 24, 2023	2:00 PM
2	Non-Mandatory Pre-Bid Conference / Site Visit 9293 Harding Avenue, Surfside, FL 33154	March 9, 2023	11:00 AM
3	Deadline to Submit Questions / Requests for Clarification	March 24, 2023	5:00 PM
4	Town Issues Addenda and Responds to Questions	TBA	TBA
5	Deadline to Submit Sealed Bids – Submission Deadline	April 14, 2023	2:00 PM
6	Bid Opening & Evaluation of Bids	April 14, 2023	2:00 PM
7	Town Manager issues recommendation to Town Commission	TBA	TBA

8	Award Bid(s) and Agreement(s) at Commission Meeting	TBA	TBA
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1.3. BID DUE DATE.

Sealed Bids will be received at the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154, until **2:00 p.m. local time, April 14, 2023** (the “Submission Deadline”), at which time all Bid will be publicly opened.

Bid must be addressed and delivered to:

ITB No. 2023-01
Office of the Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

1.4. NON-MANDATORY PRE-BID CONFERENCE AND SITE(S) VISIT.

A non-mandatory pre-bid conference, will be held at 11:00 a.m. on **Thursday, March 9, 2023 at the Town Hall. Attendance at this conference is encouraged in order to submit a Bid in response to this ITB and for the Project.** The meeting is not mandatory, but Bidders planning to submit Bid are encouraged to attend this meeting. All persons attending the pre-submission conference will receive the answers to all questions asked or submitted. A site(s) visit for interested Bidders will occur immediately following the pre-Bid conference.

Prior to submitting a Bid, each Bidder should visit the site and become familiar with the conditions that may, in any manner, affect the Work to be performed by Contractor or affect the equipment, materials and labor required. The Bidder is also required to examine carefully the Specifications set forth in Section 3 of this ITB and be thoroughly informed regarding any requirements or conditions that may in any manner affect the Work to be performed under the Agreement. No allowances will be made because of lack of knowledge of any conditions or requirements.

1.5. ADDENDA, CHANGES, OR REQUESTS FOR INTERPRETATION DURING BID PROCESS.

The Town will not respond to oral inquiries or questions concerning this ITB. All written inquiries, requests for interpretation or clarification shall be sent to:

Sandra McCreedy, MMC.
Town of Surfside Clerk
9293 Harding Ave, Second Floor
Town of Surfside, FL 33154
smccreedy@townofsurfsidefl.gov

Any written inquiry or request for interpretation or clarification must be sent by e-mail or written correspondence and received by the Town no later than Friday, March 24, 2023 at 5:00pm.

All such interpretations or clarifications will be made in writing in the form of an Addendum to this ITB issued by the Town to all known and/or registered prospective Bidders. Each prospective Bidder shall acknowledge receipt of such Addenda by including it in the Bid Form. All Addenda shall be a part of this ITB and a part of the Agreement and each Bidder will be bound by such Addenda, whether or not received. It is the responsibility of each prospective Bidder to verify that it has received all Addenda issued before Bid are submitted and opened.

1.6. SUBMISSION OF BID.

One (1) original, two (2) copies, and one (1) electronic copy on a USB drive of the Bid PLUS a USB containing all documents submitted shall be submitted no later than the Submission Deadline in a sealed envelope which must be plainly marked on the outside "Bid to Town of Surfside, ITB No. 2023-01, Abbott Avenue Stormwater Improvements Project" to:

Town Clerk Sandra McCreedy, MM.
9293 Harding Ave, Second Floor
Town of Surfside, FL 33154
smccreedy@townofsurfsidefl.gov

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE TOWN IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS ITB WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED BID SHALL NOT BE CONSIDERED.

Hand-delivered Bid may be delivered to the above address during the Town's regular business hours, Monday through Friday, excluding holidays observed by the Town, but not beyond the Submission Deadline. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service. Any Bid received after the appointed time, whether by mail or otherwise, shall **not** be accepted. Any uncertainty regarding the time a Bid is received shall be resolved against the Bidder.

The Bid must be signed by an authorized officer of the Bidder who is legally authorized to bind the Bidder and enter into a contractual relationship in the name of the Bidder. The submittal of a Bid by a Bidder will be considered by the Town as constituting an offer by the Bidder to perform the required Work, upon the terms and at the prices stated by the Bidder.

Bids will be publicly opened and read. All Bidders and their representative may be invited to be present. Bids shall be typed or printed in ink. All blanks on the Bid form(s) must be completed. Names must be typed or printed below the signature. Facsimile and email Bids will **not** be accepted.

Only one (1) Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Bidder has interest in more than one (1) Bid for Work contemplated; all Bid in which such a Bidder is interested will be rejected. Bidder by submitting this Bid certifies that this Bid is made without previous understanding, contract, or connection with any person, firm or corporation making a Bid for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

1.7. BID REQUIREMENTS & FORMAT.

Bidders must submit one (1) original, two (2) copies, and one (1) electronic copy on a USB drive to the Town Clerk by the Submission Deadline. Bids must be typed or filled in with ink and submitted on 8 ½" x 11" size paper, using a single method of fastening. Each Bidder must present its products, services, and applicable features in a clear and concise manner that demonstrates the Bidder's capabilities to satisfy the requirements of this ITB. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the Work. Bids **MUST** include the following:

1.7.1. Bidder shall provide complete and accurate copies, with all required signatures and notarizations, for all the forms in the Bid Package:

- Form 1. Bid Form Package Acknowledgement.
- Form 2A. Bidder's Certification (if Company or Corporation)
- Form 2B. Bidder's Certification (if Partnership)
- Form 3. Single Execution Affidavits
- Form 4. Dispute Disclosure
- Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
- Form 6. Bidder's Qualifications Survey
- Form 7. Bid Form
- Form 8. Reference List
- Form 9. Bid Guaranty/Bid Bond
- Form 10. Payment and Performance Bonds

1.7.2. Proof of Experience. Provide documentation evidencing the experience of the Bidder and demonstrating that the Bidder has successfully provided Work similar to those specified herein to other firms and/or agencies of similar size and needs as the Town. The Bidder firm shall be currently engaged in Work on a full time basis and shall have been in existence and continuous operation providing the Work for a minimum of five (5) years.

1.7.3. Safety Record. Bidder shall provide documentation evidencing the safety and compliance record of the Bidder in performing similar Work, including information as to any safety or any noncompliance violations, assessments or citations issued by applicable governmental agencies in the past five (5) years.

1.7.4. Bidder's Qualifications. Include name, function, and qualifications of key personnel in the organization who will be providing Work. The key person or contact assigned to the Work shall within the past three (3) years have conducted and been responsible for providing Work in a similar project or environment. Please note, to receive further consideration, all Bidders must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

1.7.4.1. Service and Incorporation – Contractor shall have been in business and continuous operation and service and incorporated in the State of Florida for a minimum of five (5) years.

1.7.4.2. Licenses – Contractor must be fully licensed with any and all applicable and required licenses, certifications and permits for Work, including government licenses, certifications, and permits from the State of Florida, Miami-Dade County, the Town, and any other governing governmental regulatory authorities.

1.7.5. Insurance Certificates. Bidder shall provide certificates of insurance demonstrating compliance with the requirements set forth under Section 2 of this solicitation, including:

1.7.5.1. Commercial General Liability

1.7.5.2. Workers Compensation & Employer's Liability

1.7.5.3. Business Automobile Liability

THE TOWN MAY REQUIRE HIGHER LIMITS OF INSURANCE OR ADDITIONAL COVERAGE IF DEEMED NECESSARY.

1.7.6. Bidder may provide any additional information that highlights experience or expertise, which is relevant and directly applicable to this ITB.

1.8. EVALUATION CRITERIA/AWARD OF CONTRACT.

Award shall be made to the lowest responsible and responsive Bidder whose qualifications indicate the Award will be in the best interest of the Town and whose Bid complies with the requirements of this ITB.

In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town Manager is satisfied that the Bidder is qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes. The responsible bidder shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of

good faith performance, and a person who has submitted a bid which conforms in all material respects to the ITB (the “Responsible Bidder”). In evaluating responsibility, the Town may also consider previous contracts with the Town, past performance and experience with other contracts, compatibility of the project team with Town personnel, and any other criteria deemed relevant by the Town. The Town Manager or designee may reject those bids that do not meet the minimum requirements of the ITB.

If the Town accepts a bid, the Town will provide a written notice of award to the lowest responsible and responsive Bidder who meets the requirements of this ITB. If the successful bidder to whom the contract is awarded forfeits the award by failing to meet the conditions of this ITB, the Town may, at the Town’s sole option, award the contract to the next lowest, most responsive, and responsible bidder or reject all bids or re-advertise the Work.

Neither this ITB, nor the notice of award of the Agreement(s) constitutes an agreement or contract with the Successful Bidder(s). An agreement or contract is not binding until a written agreement or contract, in substantially the form attached hereto as Attachment “C,” has been executed by the Town and the Successful Bidder(s) and approved as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

1.9. TOWN’S RIGHTS; WAIVER OF IRREGULARITIES.

The Town reserves the right to reject any or all bids which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into contracts with more than one Contractor.

The Town reserves the right to accept or reject any and/or all Bid or parts of Bid, to workshop or negotiate any and all Bid, to select and award Bidder(s) for all or any of the Work, waive irregularities in Bid, to cancel or discontinue this ITB process, and to request new Bid on the required Work or services. The Town Commission shall make the final determination and award of Bid(s).

All materials submitted in response to this Invitation to Bid become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any Bid or responses to the ITB, whether amended or not, and selection or rejection of Bid does not affect this right.

1.10 CONE OF SILENCE.

The provisions of Town’s Cone of Silence are applicable to this ITB. The Town’s Cone of Silence provisions can be found under Section 3-17 of the Town Code of Ordinances. Questions regarding the Cone of Silence may be sent to:

Sandra McCready, MMC, Town Clerk
Town of Surfside
9293 Harding Avenue, Surfside, Florida 33154
smccready@townofsurfsidefl.gov

The Cone of Silence prohibits any communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular request for proposal ("RFP"), request for qualification ("RFQ"), request for expression of interest or bid, between:

- (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and
- (2) The Town Commissioners, Town Staff, including but not limited to, the Town Manager and his or her staff, or any member of the Town's Selection Committee or Evaluation Committee.

The Cone of Silence shall be imposed upon this ITB upon advertisement of the ITB. The Cone of Silence shall terminate at the beginning of the Town Commission meeting at which time the Town Manager makes his or her written recommendation to the Town Commission. However, if the Town Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Commission.

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection or evaluation committees;
- (3) Public presentations made to the Town Commissioners during any duly noticed public meeting;
- (4) Written communications at any time with any Town employee, unless specifically prohibited by the applicable solicitation documents. The respondent, bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) Written communications regarding a particular solicitation between a potential respondent, vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's purchasing agent or Town employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (6) Communications with the Town Attorney and his or her staff;
- (7) Duly noticed site visits to determine the competency of respondents regarding a particular solicitation during the time period between the opening of solicitations and the time the town manager makes his or her written recommendation;
- (8) Any solicitation or procurement which is exempt from the competitive bidding procedures as set forth in sections 3-12 and 3-13 of this chapter;
- (9) Responses to the town's request for clarification or additional information;
- (10) Contract negotiations during any duly noticed public meeting;

(11) Written communications to enable town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the town's professional staff including, but not limited to, the town manager and his or her staff are in writing or are made at a duly noticed public meeting;

(12) Unsolicited proposals or solicited proposals pursuant to a public-private partnership with the town in accordance with F.S. § 255.065, as amended from time to time, including, but not limited to, contract negotiations between the town staff, consultants, and individuals or representatives of entities proposing a public-private partnership.

END OF SECTION

SECTION 2
TERMS AND CONDITIONS

2.1. PURPOSE OF BID.

The Town requests Bids from qualified firms for the Abbott Avenue Stormwater Improvements Project (the "Project"). The Work to be performed includes, but is not limited to, furnishing and installing new stormwater piping, manholes, valves, etc.; connecting to existing stormwater management system; abandoning/relocating/upsizing existing piping; and all ancillaries associated with completion of this work. The frequency, nature, scope and definition of the Work desired or required by the Town may change from time to time, at the Town's discretion.

The Town intends to secure a source of supply(s) for the Work from a qualified contractor(s) that conform to the requirements of this ITB and is most advantageous to the Town and in its best interest. The Town reserves the right to award the Bid(s) considered to best serve the Town's interests.

2.2. DELIVERY.

All equipment, materials, and goods in connection with the Work shall be delivered F.O.B. destination (i.e., at a specific Town address), and delivery costs and charges (if any) will be included in the Bid pricing. Exceptions should be noted.

2.3. EQUIPMENT.

Any equipment or products used by Contractor to provide Work pursuant to this ITB shall remain the property of the Contractor. In the event equipment or products used by the Contractor are found to be defective, of unsatisfactory quality, or do not conform to the requirements of this ITB or the Specifications, the Town reserves the right to reject the equipment or product(s), at the Contractor's expense.

2.4. PRICING.

The Bid form attached to this ITB under Section 4 and to be included with each Bid shall specify the Bidder's pricing and/or fees for the equipment and Work requested herein. Bidder should include any and all applicable taxes in Bid prices. If the Bidder is awarded an Agreement pursuant to this ITB, the prices and fees quoted in the Bid shall remain fixed and firm during the term of the Agreement.

2.5. BID COSTS.

Bidders submitting Bid do so entirely at their own cost and expense. There is no expressed or implied obligation by the Town to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting Bid, providing additional information when requested by the Town, or for participating in any selection interviews.

2.6. LICENSES AND PERMITS.

Bidder shall secure any and all necessary and required licenses, certifications and permits to conduct the Work, including, but not limited to, all Federal, State, County and Town licenses and permits. All Bidders must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements.

By submitting a Bid in response to this ITB, Bidder represents and warrants to the Town that it holds all licenses, certifications and permits (“Licenses”) required by applicable law and by any other governmental authority or agency to perform the Work. Bidder represents and warrants to the Town that the Licenses shall be in full force and effect on the date of performance of the Work and further represents that it holds and will hold all Licenses throughout the term of the Agreement. Bidder shall provide the Town with copies of all Licenses and any additional permits that may be required for performance of the Work with its Bid and during the term of the Agreement.

Where the Contractor is required to enter onto Town property, public rights-of-way or other property to deliver equipment or to perform the Work as a result of a Bid award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary approvals, licenses, permits, inspections and insurance required. The Contractor shall be liable for any damages or loss to the Town property, or other property or persons, occasioned by the acts or omissions, or the negligence of the Bidder (or their agent) or any person the Bidder has designated in the performance of the Work, as a result of the Bid.

2.7. INSURANCE.

2.7.1 If selected, the Contractor shall secure and maintain throughout the duration of the awarded contract insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor’s insurance and shall not contribute to the Contractor’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent. Copies of Contractor’s actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Town. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Work.

2.7.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily

Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

2.7.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this ITB who is not covered by Worker's Compensation insurance.

2.7.1.3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

2.7.2 The Contractor agrees to indemnify, defend and hold harmless the Town from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Contractor's performance of the Work required by this ITB.

2.7.3 The Contractor shall also, upon request by the Town, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Agreement.

2.7.4 THE TOWN MAY REQUIRE HIGHER LIMITS OF INSURANCE OR ADDITIONAL COVERAGE IF DEEMED NECESSARY.

2.7.5 Pursuant to the Standard Grant Agreement (Contract No. 22SRP55) dated December 9, 2022, which is attached hereto as Attachment "A," Insurance Requirements listed above must cover the Town and the Florida Department of Environmental Protection. Certificates of Insurance must identify the Town and the Florida Department of Environmental Protection as Additional Insureds.

2.8. BONDS.

The selected Contractor must, prior to performing any portion of the Work and within three (3) days of the Effective Date of the Construction Contract, deliver to the Town the Bonds required to be provided by Bidder hereunder and the Construction Contract (collectively, the "Bonds"). The Town, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the Town will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be

listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Construction Contract is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the Town.

2.8.1 Performance Bond. If this provision is selected, the selected Contractor must deliver to the Town a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Contractor defaults on the contract with the Town by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the Town shall select this box: .

2.8.2 Payment Bond. If this provision is selected, the selected Contractor must deliver to the Town a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Contractor and the Town if the selected Contractor fails to make any required payments only. If a payment bond is required, the Town shall select this box: .

2.9. BID GUARANTY/BID BOND. Each bid must be accompanied by a Bid Bond or Cashier's Check, in the amount of five percent (5%) of the bid, in the form provided in Form 10. Bid Guaranty shall be made by certified or cashier's check or by a bid bond made payable to the Town and provided by a surety company authorized to do business as a surety in the state. All Bid Bonds shall be valid for a period of at least 90 days from the bid submission date. The Bid Bonds for all unsuccessful bids shall be returned after the 90-day period. The purpose of the bid bond is to ensure that bids are honored and that they remain valid for the required period. Accordingly, bid bonds are subject to forfeiture any time Bidders refuse to honor their bids for at least 90 days after bid opening. The Bid Guaranty of the successful bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the Town. If the successful bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the Town may annul the notice of award and the entire sum of the Bid Guaranty shall be forfeited to the Town. All Bid Guarantees of unsuccessful Bidders will be returned after the Contract is awarded and executed.

2.10. COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.

Contractor shall conduct its operations in compliance with all applicable federal, State, County and Town laws and regulations in providing the Work required by this ITB.

2.11. ASSIGNMENT.

The Contractor shall not transfer or assign the performance of the Work required by this ITB and the Agreement without the Town's prior written consent. Any award issued pursuant to this ITB and monies which may be payable by the Town, are not assignable except with the Town's prior written approval.

2.12. ATTORNEY'S FEES.

If the Town incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

2.13. CONTRACTOR'S RELATION TO THE TOWN.

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Work hereunder, and that the Contractor is in no respect an agent, servant or employee of the Town. This ITB specifies the Work to be performed by the Contractor, but the method to be employed to accomplish the Work shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the Town.

2.14. DISCRIMINATORY PRACTICES.

The Contractor shall not discriminate or deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

2.15. CANCELLATION.

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Town, shall be just cause for cancellation of the award, with the Contractor holding the Town harmless.

2.16. INDEMNIFICATION.

The Contractor shall indemnify, save harmless and defend the Town, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, its agents, servants or employees, in the performance of the Work pursuant to this ITB and/or from any procurement decision of the Town including without limitation, awarding the Agreement to a Contractor.

2.17. MULTIPLE /OTHER VENDORS.

The Town reserves the right to select and award multiple Bidders to provide one, some or all of the Work. If the selected contractors are unavailable, the Town reserves the right to seek and obtain other sources.

2.18. PUBLIC ENTITY CRIME/DISQUALIFICATION.

Pursuant to Section 287.133(3)(a), Florida Statute, all Bidders are advised as follows:

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

2.19. NO CONTINGENT FEE.

Bidder shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement, without liability, at its discretion.

2.20. PUBLIC RECORDS; CONFIDENTIALITY.

Bidders are hereby notified that all information submitted as part of or in support of Bid submitted pursuant to this ITB are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes. If there is any apparent conflict between Florida’s Public Records Law and this ITB, Florida Law will govern and prevail.

All Bid submitted in response to this ITB shall become the property of the Town. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid in its best interest. Acceptance or rejection of any Bid shall not nullify the Town’s rights hereunder.

2.21. AMERICAN RESCUE PLAN ACT PROVISIONS.

Bidder acknowledges that the Services may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act (“ARPA”). The selected Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent

amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Addendum to this solicitation.

If compliance with this section is required, the Town shall select this box: .

2.22. BUILD AMERICA, BUY AMERICA (BABA). Pursuant to the successful bidder shall be required to comply with the Build America, Buy America (BABA) requirements, which includes compliance with the following provisions:

2.22.1. All iron and steel used in the Project must be produced in the United States-
-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2.22.2. All manufactured products used in the Project must be produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

2.22.3. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

END OF SECTION 2

SECTION 3
SCOPE OF WORK, SPECIFICATIONS, AND REQUIREMENTS

3.1. PROJECT OVERVIEW.

The Project is located within the residential area of the Town of Surfside from Abbott Avenue to Bay Drive along 91st Street and 92nd Street. During a rainfall event, the intersections at 91st Street and 92nd Street along Abbott Avenue, see an average of 15-inches of flooding above the crown of road. The proposed roadway drainage improvements aim to eliminate this flooding condition. These improvements include a stormwater pump station with three (3) drainage wells at each intersection. In addition, two forcemains will be installed. The existing storm pipes plan to be upsized prior to entering the pump station. The pump station will ultimately discharge, via the 16-inch forcemain into the proposed wells. An overflow/bypass system will connect back into the existing stormwater management system, to the west along Bay Drive. Additional water quality control structures will be installed along Bay Drive to receive the increased water flow and comply with regulatory requirements.

3.2. GENERAL SCOPE OF WORK REQUIREMENTS.

The work to be performed includes, but is not limited to, furnishing and installing new stormwater piping, manholes, valves, etc.; connecting to existing stormwater management system; abandoning/relocating/upsizing existing piping; and all ancillaries associated with completion of this work. The Contractor is responsible for the proper handling and disposal of any existing piping being demolished and/or connected to. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the work in good faith shall be provided by the Contractor as though originally so indicated, at no increase in cost to the Town.

The work comprises furnishing, installation, and construction of the following:

1. Two (2) stormwater pump stations and the associated control structures, electrical control panels, downstream defenders, and trash rack structures.
2. Six (6) Drainage Injection Well(s)
3. Approximately 3,521 Linear feet of 16-inch PVC (C900) stormwater piping
4. Approximately 403 Linear feet of 24-inch PVC (C900) stormwater piping
5. Approximately 250 Linear feet of 24-inch HDPE stormwater piping
6. Replacement of damaged concrete sidewalks, driveways, curb and gutter, concrete pavers, asphalt pavement and sod.
7. Milling and Overlaying the WORK area.

The work shall include furnishing and installing all piping, services, fire hydrants, and appurtenances complete in place, including all hot taps and cut-in connections to existing piping; surveying for both horizontal and vertical control for construction of the pipeline and appurtenances, all earthwork, trench excavation, transporting excess material to the Town's onsite storage area, removal and disposal of unsuitable material, dewatering, furnishing and installing pipe bedding material, all backfill, and compaction; furnishing and

installing pipe restraint; including the temporary and permanent restoration of pavement and pavement markings; construction of supports for existing utilities, repair of damaged existing utilities indicated on the drawings; temporary and final restoration of all improvements incidental to the pipeline construction including restoration of sodding, landscaping, fences, driveways, and other existing features removed or damaged during pipeline construction; flushing, pressure testing of pipelines; disposal of existing asbestos concrete pipe in conformance with regulatory requirements; training, monitoring, and safety gear for handling asbestos concrete pipe; restoration and cleanup; providing maintenance of traffic; coordination with the Town, permitting agencies, and private lot owners; including required surveying for the preparation of record drawings and completion of record drawings, and all other work required a complete installation, all in accordance with the requirements of the Contract Documents.

Plans and Specifications for the Project work requirements, prepared by KEITH & Associates, Inc., are attached hereto as Attachment "B" and incorporated herein by reference. Bidder should refer to Attachment "B" for detailed requirements relating to this Project.

3.3. PROJECT MILESTONES.

The Contractor's attention is directed to the project milestones as follows:

- Milestone 1 – Apply for all required permits and submit all required information for permits within 45 days of Notice to Proceed (NTP) as required by Specification 01 77 40 Permits.
- Milestone 2 – Obtain all required permits within 120 days of NTP as required by Specification 01 77 40 Permits.
- Milestone 3 – Substantial Completion within 365 days of Notice of Commencement (NOC). Substantial completion shall consist of completion and acceptance of the following:
 - a. All stormwater forcemains, pressure tested, and cleared by the Miami-Dade County DERM, and placed into service.
- Milestone 4 – Final Completion within 395 days of Notice to Proceed.

3.4. USE OF SITE AND SITE ACCESS

The Contractor shall be responsible for obtaining the necessary storage/staging areas for materials and equipment within the public Right of Way or any available vacant/empty lot adjacent to the Right of Way. The Contractor's use of the Site shall be limited to its construction operations. The Contractor shall regularly remove construction debris, unsuitable excavated material/rocks, and refuse from the Staging Area. The Contractor shall obtain all required municipal or other governmental permits for any offsite storage yards, processing areas, or other operations. Refer to Attachment "B" for additional Site and Right of Way requirements.

The Contractor shall ensure that each residence and/or business has safe, stable, and reasonable access to their driveways at all times. Vehicular access to residential driveways shall be maintained to the property line except, when necessary, construction precludes such access for reasonable periods of time. The Contractor shall notify the owner or occupant (if not owner-occupied) of the closure of the driveways to be closed at least 3 working days prior to the closure. The Contractor shall minimize the inconvenience and minimize the time period that the driveways will be closed.

If required to complete the work, the Contractor may close a roadway to thru traffic. However, access to residents and emergency vehicles shall be always maintained. The Contractor shall not block or unduly restrict any road or street crossing near the project unless approved by the Engineer. At the end of the day, the Contractor must ensure all roadways and driveways are not blocked and access to and from residences and businesses are continuously maintained.

3.5. PROJECT MEETINGS.

The Contractor will conduct project meetings in accordance with the Contract for Construction and Specification 01 32 20 – Project Meetings. The Contractor's project meetings shall be conducted no less than biweekly and shall include the Contractor's administrative, managerial, supervisory personnel, and representatives of each Subcontractor working on the site. The Town and its consultants may attend the meetings. Meetings required include, but are not limited to, Project Kickoff Meeting, Pre-Construction Meeting, Permitting Meetings, and Progress Meetings.

3.6. PROJECT PERMIT REQUIREMENTS.

The Contractor shall be familiar with, and comply with, all requirements of the project permits. The Contractor's particular attention is called to any Special Conditions of the permits relating to construction procedures, excavation and backfill requirements, open trench restrictions, turbidity control and all other general and special conditions, including flowable fill and pavement details. In the event any of the conditions of the permits are in conflict with the requirements of these Specifications, the more stringent conditions shall take precedence. The Contractor is to conform to all regulations of the governmental agencies having jurisdiction over this work, whether or not included in the permit. Any deviations from the Plans, Specifications or permits appended thereto, must first be approved by the Engineer even if approval for the change has been given by the permitting agency.

The Engineer will obtain permits on behalf of the Town from the following agencies:

1. Class II Water Control Permit – Miami-Dade County Water Control Division
2. Drainage Well Permit – Florida Department of Environmental Protection

The Contractor will obtain permits on behalf of the Town from the following agencies:

1. Class V Dewatering Permit - Miami-Dade County Water Control Division

Refer to Attachment “B” for further details on permitting requirements.

3.7. PROJECT CLOSE-OUT.

Contractor will comply with requirements stated in the Contract Documents and in the Specifications for administrative procedures in closing out the work. The contractor shall promptly remove from the vicinity of the completed work, all rubbish, unused materials, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the work by the Town will be withheld until the Contractor has satisfactorily performed the final cleanup of the Site.

3.8. PLANS AND TECHNICAL SPECIFICATIONS.

Contractor should further review Attachment “B” to this ITB for additional Project details and requirements as provided within the Plans and Technical Specifications prepared by the Town’s engineering consultant, KEITH & Associates, Inc. All sections of Attachment “B” are referenced and made part of the requirements of this Project Scope of Work.

END OF SECTION

SECTION 4
BID FORM PACKAGE

As provided in the ITB, the following items must be attached to this Bid:

FORMS	STATUS
Form 1 – Bid Form Package Acknowledgement	<input type="checkbox"/>
Form 2A. Bidder’s Certification (if Company or Corporation)	<input type="checkbox"/>
Form 2B. Bidder’s Certification (if Partnership)	<input type="checkbox"/>
Form 3. Single Execution Affidavits	<input type="checkbox"/>
Form 4. Dispute Disclosure	<input type="checkbox"/>
Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions	<input type="checkbox"/>
Form 6. Bidder’s Qualifications Survey	<input type="checkbox"/>
Form 7. Bid Form	<input type="checkbox"/>
Form 8. Reference List	<input type="checkbox"/>
Form 9. Bid Guaranty/Bid Bond	<input type="checkbox"/>
Form 10. Payment and Performance Bonds	<input type="checkbox"/>

The Town is attaching the following Attachments:

1. Attachment A: Standard Grant Agreement (Contract No. 22SRP55) dated December 9, 2022
2. Attachment B: Plans and Technical Specifications prepared by KEITH & Associates, Inc.
3. Attachment C: Form of Sample Construction Contract
4. Attachment D: American Rescue Plan Act Addendum

FORM 1
BID FORM PACKAGE ACKNOWLEDGEMENTS

I hereby propose to furnish the goods and services specified in the Invitation to Bid, ITB No. 2023-01. I agree that my Bid will remain firm for a period of 180 days after opened by the Town in order to allow the Town adequate time to evaluate the Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid; no officer, employee or agent of the Town of Surfside or any other Bidder has an interest in said Bid. Furthermore, I certify that the undersigned executed this Bid Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Bidder acknowledges receipt of all Addenda issued by the Town in connection with the ITB (Check the box next to each addendum received).

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Attached hereto are the following forms/documents which form a part of this Bid:

- Form 1. Bid Form Package Acknowledgement.
- Form 2A. Bidder's Certification (if Company or Corporation)
- Form 2B. Bidder's Certification (if Partnership)
- Form 3. Single Execution Affidavits
- Form 4. Dispute Disclosure
- Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
- Form 6. Bidder's Qualifications Survey
- Form 7. Bid Form
- Form 8. Reference List
- Form 9. Bid Guaranty/Bid Bond
- Form 10. Payment and Performance Bonds

FORM 1
BID FORM PACKAGE ACKNOWLEDGEMENTS (CONTINUED)

NAME OF BIDDER FIRM

SIGNATURE OF BIDDER

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

(____) _____
TELEPHONE NUMBER

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _ online notarization, this __ day of _____, 20__, by____
_____(name of person) as _____
(type of authority) for _____(name of party on behalf of whom instrument is executed).

**Notary Public (Print, Stamp, or Type as
Commissioned)**

____ Personally known to me; or
____ Produced identification (Type of Identification: _____
____)
____ Did take an oath; or
____ Did not take an oath

FORM 2A
BIDDER'S CERTIFICATION

(if Company or Corporation)

CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of

a corporation or company existing under the laws of the State of
_____, held on _____, 2023, the
following resolution was duly passed and adopted:

RESOLVED, that, as _____ of the Corporation/Company, be and is
hereby authorized to execute the Bid dated, _____, 2023 to the Town of
Surfside for ITB No. 2023-01 Abbott Avenue Stormwater Improvements Project,
and that this execution thereof, attested by the Secretary of the
Corporation/Company, and with the Corporate/Company Seal affixed, shall be the
official act and deed of this Corporation/Company.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal
of corporation/company on this the _____ of _____, 2023.

Secretary

(SEAL)

**FORM 3
SINGLE EXECUTION AFFIDAVITS**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE BIDDER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE BIDDER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE BIDDER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A BID/BID. THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF SURFSIDE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Bidder Initials

Public Entity Crimes Affidavit

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

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors,

executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Bidder Initials

No Conflict of Interest or Contingent Fee Affidavit

Bidder warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Bidder also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County and Town of Surfside conflict of interest or code of ethics ordinances. Further, Bidder acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Bidder should the Bidder be selected for the performance of this contract.

Bidder Initials

Business Entity Affidavit

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the Town of Surfside (the " Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any

exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Bidder recognizes that with respect to this transaction or bid, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or Bid is submitted and may be further disqualified from submitting any future bids or Bid for goods or services to Town.

Bidder Initials

Anti-Collusion Affidavit

1. Bidder/Bidder has personal knowledge of the matters set forth in its Bid/Bid and is fully informed respecting the preparation and contents of the attached Bid/Bid and all pertinent circumstances respecting the Bid/Bid;
2. The Bid/Bid is genuine and is not a collusive or sham Bid/Bid; and
3. Neither the Bidder/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder/Bidder, firm, or person to submit a collusive or sham Bid/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Bidder, firm, or person to fix the price or prices in the attached Bid/Bid or of any other Bidder/Bidder, or to fix any overhead, profit, or cost element of the Bid/Bid price or the Bid/Bid price of any other Bidder/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed Contract.

Bidder Initials

Scrutinized Company Certification

1. Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder or its subcontractors are found to have submitted a false certification; or if the Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town

may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Bidder Initials

Drug-Free Workplace Affidavit

Bidder hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/Bid are equal with respect to price, quality, and service. Bidder understands that in order to qualify as a drug-free workplace, Bidder must:

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

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.
- The entity submitting this sworn statement is not a drug-free workplace.

Bidder Initials

Town Non-Discrimination Requirements Affidavit

Bidder understands that pursuant to Section 3-1.1 of the Code of the Town of Surfside, the Town will not enter into or award a contract to an entity engaged in a boycott.

Bidder understands that “Boycott” as defined under Section 3-1.1 of the Code of the Town of Surfside means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Bidder certifies that it is not engaged in a boycott, and is in full compliance with Section 3-1.1 of the Code of the Town of Surfside.

Bidder Initials

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **ITB No. 2023-01** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Commission or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Bid is true and accurate.

Bidder Initials

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.
SIGNATURE PAGE FOLLOWS.]**

In the presence of:
by:

Signed, sealed and delivered

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or _ online notarization, this __ day of _____, 20__, by____
_____(name of person) as _____
(type of authority) for _____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- ____ Personally known to me; or
- ____ Produced identification (Type of Identification: _____)
- ____ Did take an oath; or
- ____ Did not take an oath

**FORM 4
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid or Bid for the Town of Surfside.

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 5
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name _____

Date _____

By: _____
Signature of Authorized
Representative

Name and Title of Authorized
Representative

**FORM 6
BIDDER'S QUALIFICATIONS SURVEY**

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the ITB, you certify that any and all information contained in the bid is true, that your response to the ITB is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the ITB for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the ITB, and certify that you are authorized to sign for the Bidder's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number

Facsimile Number

Email Address

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category	License No.	Date Licensed
----------	-------------	---------------

Please indicate the type of entity form of the Firm (if other, please describe):

Individual Partnership Corporation LLC LLP Other _____

Please identify the Firm's primary business: _____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	

Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name _____ **Insurance Carrier Contact Person** _____

Insurance Carrier Address _____ **Telephone No.** _____ **Email** _____

Has the Firm filed any insurance claims in the last five (5) years? No Yes
 If yes, please identify the type of claim and the amount paid out under the claim: _

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Name	Entity	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Name	Entity	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Bidder certifies that the information contained herein is complete and accurate to the best of Bidder's knowledge.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**FORM 7
BID FORM**

**QUOTATION FORM
FOR
ABBOTT AVENUE DRAINAGE IMPROVEMENTS**

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Total</u>
1.	2 Each	For furnishing and installing pump station(s) _____ Dollars and _____ Cents (_____ \$/each)	\$ _____
2.	2 Each	For furnishing and installing electrical control panel(s) _____ Dollars and _____ Cents (_____ \$/each)	\$ _____
3.	2 Each	For furnishing and installing downstream defender(s) _____ Dollars and _____ Cents (_____ \$/each)	\$ _____
4.	2 Each	For furnishing and installing control structure(s) _____ Dollars and _____ Cents (_____ \$/each)	\$ _____
5.	2 Each	For furnishing and installing trash rack structure(s) _____ Dollars and _____ Cents (_____ \$/each)	\$ _____
6.	6 Each	For furnishing and installing drainage injection well(s) _____ Dollars and _____ Cents (_____ \$/each)	\$ _____

**QUOTATION FORM
FOR**

ABBOTT AVENUE DRAINAGE IMPROVEMENTS

- | | | | | |
|-----|------------|--|----|-------|
| 7. | 3,521 LF | For furnishing and installing 16-inch PVC (C-900) stormwater forcemain piping | | |
| | | _____ Dollars and | | |
| | | _____ Cents (_____ \$/CY) | \$ | _____ |
| 8. | 403 LF | For furnishing and installing 24-inch PVC (C-900) stormwater forcemain piping | | |
| | | _____ Dollars and | | |
| | | _____ Cents (_____ \$/CY) | | |
| 9. | 250 LF | For furnishing and installing 24-inch HDPE stormwater piping | | |
| | | _____ Dollars and | | |
| | | _____ Cents (_____ \$/CY) | \$ | _____ |
| 10. | 4,700 SY | For pipe bedding; joint restraints; temporary pavement materials if apply; material for restoration of asphalt (including limerock base, asphaltic concrete surface course and asphaltic concrete structural course) | | |
| | | _____ Dollars and | | |
| | | _____ Cents (_____ \$/CY) | \$ | _____ |
| 11. | 1,450 Tons | For 1-inch asphalt, milling and resurfacing | | |
| | | _____ Dollars and | | |
| | | _____ Cents (_____ \$/CY) | \$ | _____ |
| 12. | Subtotal | Bid Item 1 through 11, the sum of | \$ | _____ |

**QUOTATION FORM
FOR**

ABBOTT AVENUE DRAINAGE IMPROVEMENTS

13. Dedicate Allowance For providing a certified industrial hygienist or State of Florida licensed engineer in environmental discipline to develop health and safety plan; the aggregate sum of.
- _____ Dollars and
_____ Cents \$ _____
14. Dedicate Allowance For all costs of required permit fees, inspections, impact fees, if authorized by the Engineer, the sum of 5% of the Subtotal Item 14, (0.05) X (Subtotal, Item 12).
- _____ Dollars and
_____ Cents \$ _____
15. Contingency Allowance For unforeseen conditions, for minor construction changes and for quantity adjustments, if ordered by the Engineer, the sum of 10% of the Subtotal, Item 15, (.10) X (Subtotal, Item 12)
- _____ Dollars and
_____ Cents \$ _____
16. **TOTAL BID** Bid items 12 through 15, the sum of \$ _____

Time Allowance Account For unforeseen conditions, for minor construction changes and for Quantity adjustments, if ordered by the Engineer the total of Forty (40) Calendar Days.

NOTE: For a detailed description of each Quotation Item, refer to Section 01 29 00 "Measurement and Payment" of the Specifications

**QUOTATION FORM
FOR**

ABBOTT AVENUE DRAINAGE IMPROVEMENTS

FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that included in the various items of the Quotation and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$				_____

**FORM 8
REFERENCE LIST**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.**

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event
Start/Completion, Details on Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event
Start/Completion, Details on Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event
Start/Completion, Details on Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ **No** _____

FORM 9
BID GUARANTY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
as Principal and Bidder, and _____
Hereinafter called Surety, are held and firmly bound unto the Town of Surfside, a municipality within the
State of Florida, and represented by its Town Manager, in the sum of five percent of the proposed annual
base bid amount of: \$ _____ (Written Dollar
Amount) dollars (\$ _____) lawful money of the United States of America, for the
payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the Town of Surfside for the
furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment,
machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the
bid and solicitation, entitled:

IN WITNESS WHEREOF, the said _____ as Principal herein, has caused
these presents to be signed in its name by its _____
_____ and attested by its _____
_____ under its corporate seal, and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by
its _____
and attested in its name by its _____
under its corporate seal, this _____ day of _____, 20____.
In the presence of: _____ Signed, sealed and delivered by:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Print Name: _____
Title: _____
Principal/Firm: _____

In the presence of:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

Attorney-In-Fact: _____
(Power of Attorney to be attached)

Resident Agent

FORM 10
FORM OF PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the Town of Surfside (the "Town"), as Obligee, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract pursuant to ITB No. 2023-01, which was awarded on _____, 2023, pursuant to Resolution No. _____, with the Town, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PAYMENT BOND/OBLIGATION are that if Contractor shall promptly make payment to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida Statutes; and
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit; and
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection;
 - b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore;
 - c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;
 - d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
6. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide

General Policyholder's rating of " _____ " and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 2023, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: If Sole Ownership or Partnership, two (2) Witnesses Required; If Corporation, Secretary Only will attest and affix seal.

FOR THE CONTRACTOR:
WITNESS:

Secretary
(Affix Corporate Seal)

FOR THE SURETY:
WITNESS:

Name of Corporation
By: _____
Print Name: _____
Title: _____

Agent and Attorney-in-Fact
Print Name: _____
Title: _____
Address: _____

Telephone: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(Affix Corporate Seal)

Corporate Secretary

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

State of Florida
County of _____

Before me, a Notary Public, duly commissioned, qualified and acting, appeared _____ by means of physical presence or online notarization who being by me first duly sworn upon oath, says that s/he is the Attorney-in-Fact, for the _____ and that s/he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Town of Miami Springs, Florida

Sworn and subscribed to before me this _____ day of _____, 20____.

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

(Attach Power of Attorney)

PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the Town of Surfside (the "Town"), as Oblige, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract ITB No. 2023-01, awarded on _____, 2023, pursuant to Resolution No. _____, with the Town, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

- 7. Performs the Contract between Contractor and Town for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
- 8. Pays the Town all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the Town sustains as a result of default by Contractor under the Contract; and
- 9. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
- 10. Whenever Contractor is, and declared by the Town to be, in default under the Contract, the Town having performed the Town's obligations, the Surety may promptly remedy the default or will promptly:
 - a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
 - b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the Town elects, upon determination by the Town and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Town, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by the Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Town to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the Town; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____ day of _____, 20____.

FOR THE CONTRACTOR:

WITNESS:

Secretary
(Affix Corporate Seal)

Name of Corporation
By: _____
Print Name: _____
Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-in-Fact
Print Name: _____
Title: _____
Address: _____
Telephone: _____

Attachment A
Standard Grant Agreement (Contract No. 22SRP55) dated December 9, 2022

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, *Florida Statutes*:

1. Project Title (Project): Town of Surfside's Abbott Avenue Stormwater Improvements Agreement Number: 22SRP55

2. Parties: State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Town of Surfside Entity Type: Local Government
Grantee Address: 9293 Harding Avenue, Surfside, Florida, 33154 FEID: 59-6000434 (Grantee)

3. Agreement Begin Date: 7/1/2022 Date of Expiration: 6/30/2025

4. Project Number: _____ Project Location(s): Miami-Dade County +
(If different from Agreement Number)

Project Description: The project will conduct necessary stormwater improvements along Abbott Avenue, between 88th Street and 96th Street, and along Harding Avenue in the Town of Surfside. The project will increase pipe size and connections and install new pump stations with three drainage wells at each station.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$2,000,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 2022/2023 GAA Line Item #1775A	\$2,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$2,600,000.00
Total Amount of Funding + Grantee Match, if any:			\$4,600,000.00

6. Department's Grant Manager Name: George Frisby or successor
Address: Resilient Florida Program
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: 850-245-8332
Email: George.Frisby@FloridaDEP.gov

Grantee's Grant Manager Name: Irina Mocanu or successor
Address: Town of Surfside
9293 Harding Avenue
Surfside, Florida, 33154
Phone: 305-993-1052
Email: imocanu@townofsurfsidefl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grant Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with § 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification

8. The following information applies to Federal Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

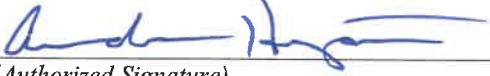
IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Surfside

GRANTEE

Grantee Name

By


(Authorized Signature)

Date Signed

November 22, 2022

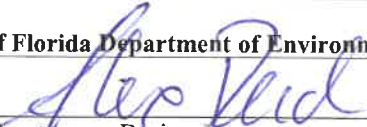
Andrew Hyatt, Town Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By


Secretary or Designee

Date Signed

12/9/2022

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

Additional signatures attached on separate page.

ORCP Additional Signatures



DEP Grant Manager, George Frisby



DEP QC Reviewer, Jeremy Jiménez

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Attachment 1

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22SRP55**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Town of Surfside's Abbott Avenue Stormwater Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 56.5% match on the part of the Grantee. Therefore, the Grantee is responsible for providing 2,600,000.00 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

15. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

16. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22SRP55**

ATTACHMENT 3

PROJECT TITLE: Town of Surfside's Abbott Avenue Stormwater Improvements

PROJECT LOCATION: The Project is located in the Town of Surfside within Miami-Dade County, Florida.

PROJECT DESCRIPTION:

The Town of Surfside's Abbott Avenue Stormwater Improvements Project (Project) will conduct necessary stormwater improvements along Abbott Avenue within the Town of Surfside (Grantee). The Project will be completed between 88th Street and 96th Street and will increase pipe size and connections within Abbott Avenue and along Harding Avenue as well as install two new stormwater pump stations with three drainage wells at each station.

TASKS AND DELIVERABLES:

Task 1: Construction

Description: The Grantee will construct stormwater improvements along Abbott Avenue, between 88th Street and 96th Street, and will increase pipe size and connections as well as install two new pump stations with three drainage wells at each station, in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. The Project may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits. The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover only a portion of the work described herein.

Deliverables: The Grantee will submit: 1) a copy of the final design and record (as-built) drawings; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding

Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than monthly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department’s receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Construction	Contractual Services	\$2,000,000	\$2,600,000	\$4,600,000	7/1/2022	3/31/2025
Total:			\$2,000,000	\$2,600,000	\$4,600,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see "AUDITS" below*), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 22.23	37.098	Resilient Florida Programs	2,000,000	140065
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$2,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
 - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form**

Exhibit A

DEP Agreement No.:	22SRP55		
Project Title:	Town of Surfside's Abbott Avenue Stormwater Improvements		
Grantee Name:	Town of Surfside		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		
<p>INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in Attachment 3, Grant Work Plan: Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 3: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 4: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p>			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F

DEP AGREEMENT NO. 22SRP55

TOWN OF SURFSIDE'S ABBOTT AVENUE STORMWATER IMPROVEMENTS

Town of Surfside

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22SRP55

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: **22SRP55**

Project Title: **Town of Surfside's Abbott Avenue Stormwater Improvements**

Grantee: **Town of Surfside**

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

Attachment B
Drawings and Technical Specifications



**INVITATION TO BID
(ITB) BID # 2023-01**

**EXHIBIT B
TECHNICAL SPECIFICATIONS**

Abbott Avenue Drainage Improvements

PREPARED FOR:

**TOWN OF SURFSIDE
DEPARTMENT OF PUBLIC WORKS
AND PROCUREMENT DEPARTMENT**

Prepared by:



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DIVISION 00 – BIDDING AND CONTRACTING REQUIREMENTS

DIVISION 01 – GENERAL REQUIREMENTS

01 10 00 SUMMARY OF WORK

PART 1 - GENERAL

1.1 THE REQUIREMENTS

- A. The WORK to be performed under this Contract includes, but is not limited to, furnishing and installing new stormwater piping, manholes, valves, etc.; connecting to existing stormwater management system; abandoning/relocating/upsizing existing piping; and all ancillaries associated with completion of this work. The CONTRACTOR is responsible for the proper handling and disposal of any existing piping being demolished and/or connected to. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the TOWN (OWNER).

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK of this Contract comprises furnishing, installation, and construction of the following:
 - 1. Two (2) stormwater pump stations and the associated control structures, electrical control panels, downstream defenders, and trash rack structures.
 - 2. Six (6) Drainage Injection Well(s)
 - 3. Approximately 3,521 Linear feet of 16-inch PVC (C900) stormwater piping
 - 4. Approximately 403 Linear feet of 24-inch PVC (C900) stormwater piping
 - 5. Approximately 250 Linear feet of 24-inch HDPE stormwater piping
 - 6. Replacement of damaged concrete sidewalks, driveways, curb and gutter, concrete pavers, asphalt pavement and sod.
 - 7. Milling and Overlaying the WORK area.
- B. The WORK shall include furnishing and installing all piping, services, fire hydrants, and appurtenances complete in place, including all hot taps and cut-in connections to existing piping; surveying for both horizontal and vertical control for construction of the pipeline and appurtenances, all earthwork, trench excavation, transporting excess material to the OWNER's onsite storage area, removal and disposal of unsuitable material, dewatering, furnishing and installing pipe bedding material, all backfill, and compaction; furnishing and installing pipe restraint; including the temporary and permanent restoration of pavement

and pavement markings; construction of supports for existing utilities, repair of damaged existing utilities indicated on the drawings; temporary and final restoration of all improvements incidental to the pipeline construction including restoration of sodding, landscaping, fences, driveways, and other existing features removed or damaged during pipeline construction; flushing, pressure testing of pipelines; disposal of existing asbestos concrete pipe in conformance with regulatory requirements; training, monitoring, and safety gear for handling asbestos concrete pipe; restoration and cleanup; providing maintenance of traffic; coordination with the OWNER, permitting agencies, and private lot owners; including required surveying for the preparation of record drawings and completion of record drawings, and all other work required a complete installation, all in accordance with the requirements of the Contract Documents.

C. The WORK is located within the TOWN OF SURFSIDE in Miami-Dade County, Florida. The project area extends from Abbott Avenue (to the east) to Bay Road (to the west).

D. The CONTRACTOR's attention is directed to the project milestones as follows:

1. Milestone 1 – Apply for all required permits and submit all required information for permits within 45 days of Notice to Proceed (NTP) as required by Specification 01 77 40 Permits.
2. Milestone 2 – Obtain all required permits within 120 days of NTP as required by Specification 01 77 40 Permits.
3. Milestone 3 – Substantial Completion within 365 days of Notice of Commencement (NOC). Substantial completion shall consist of completion and acceptance of the following:
 - a. All stormwater forcemains, pressure tested, and cleared by the Miami Dade County DERM, and placed into service.
4. Milestone 4 – Final Completion within 395 days of Notice to Proceed.

1.3 CONTRACT METHOD

A. The WORK hereunder will be constructed under a lump sum contract.

1.4 WORK BY OTHERS

A. Where two (2) or more contracts are being performed at one time on the same Site or adjacent land in such manner that work under one contract may interfere with work under another, the OWNER will determine the sequence and order of the Work in either or both contracts. When the Site of one contract is the necessary or convenient means of access for performance of work under another, the OWNER may grant privilege of access or other reasonable privilege to the contractor so desiring, to the extent, amount, and in manner and at time that the OWNER may determine. No OWNER determination of method or time or sequence or order of the work or access privilege shall be the basis for a claim for delay

or damage except under provisions of the General Conditions for temporary suspensions of the work. The CONTRACTOR shall conduct its operations to cause a minimum of interference with the work of such other contractors and shall cooperate fully with such contractors to allow continued safe access to their respective portions of the Site, as required to perform work under their respective contracts.

- B. Interference With Work on Utilities:** The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.5 CONTRACTOR USE OF SITE AND OR PUBLIC RIGHT OF WAY

- A. The CONTRACTOR shall be responsible obtaining the necessary storage/staging areas for materials and equipment within the public Right of Way or any available vacant/empty lot adjacent to the Right of Way. Excavated materials and/or backfill materials shall not be stored in the roadway Right of Way for more than 48 hours. If suitable for backfill elsewhere, excavated material must be stockpiled within the staging area. Materials unsuitable for backfill must be removed and disposed of immediately.
1. Wherever possible, open trenches must be backfilled/plated, and barricades removed while maintaining adequate safety measures.
 2. Streets must be graded/leveled to provide reasonable assurance against personal injury, vehicle damage, etc.
 3. Streets temporarily restored, as described above, must be regularly maintained. For example, streets must be watered, new potholes filled and disturbed, and adjacent paved streets swept.
- B. The CONTRACTOR's use of the Site shall be limited to its construction operations, including on-Site storage of materials, on-Site fabrication facilities, and field offices.
- C. The CONTRACTOR shall not store or leave any equipment or materials within the Right-of-Way or on private property during non-construction hours, other than equipment that cannot be reasonably moved daily.
- D. The CONTRACTOR shall regularly remove construction debris, unsuitable excavated material/rocks, and refuse from the Staging Area and shall remove it within 48 hours when directed to do so by the OWNER. All removed corrugated metal pipe, storm drain structures, and other demolished items shall be removed from the site or placed in dumpster within 24 hours of removal.
- E. The CONTRACTOR shall obtain all required municipal or other governmental permits for any offsite storage yards, processing areas, or other operations. Refer to Specification 01 77 40 Permits.

1.6 OUTAGE PLANS

- A. The CONTRACTOR shall not remove from service any existing operating potable water pipeline, fire hydrant, or close any valves without permission from the OWNER. The CONTRACTOR shall coordinate with the OWNER and ENGINEER for when the WORK requires removing any potable water, from service to conduct tie-ins.
- B. The CONTRACTOR shall develop an Outage Plan detailing the identifying the existing pipelines to be isolated and removed from service, the valves to be closed, lots that will be affected by the outage, the tasks to be performed, the anticipated duration of each task, and the total anticipated time to complete the work and return the pipelines back into service. The CONTRACTOR shall submit the Outage Plan to the OWNER and ENGINEER for review and approval a minimum of two weeks before the outage.
 - 1. The OWNER shall operate all existing valves as required by the Outage Plan. Under no circumstances shall the contractor operate any existing valves.
 - 2. The CONTRACTOR shall be responsible for providing written notification to the lot owners indicating the date, time, and duration of the outage at no additional cost to the OWNER. The notification shall be provided to the lot owner a minimum of one week in advance.
 - 3. The CONTRACTOR shall provide written confirmation of the shutdown date and time two working days prior to the actual shutdown.

1.7 PROJECT MEETINGS

- A. A Project Kickoff and a Pre-Construction Meeting shall be held in accordance with Specification 01 32 20 – Project Meetings
- B. Permitting Meetings with permitting agencies shall be held in accordance with Specification 01 32 20 – Project Meetings
- C. Progress Meetings shall be held in accordance with Specification 01 32 20 – Project Meetings

1.8 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project Superintendent, provide a dedicated Project Manager specific to this project as a supervisor to oversee proper performance of the WORK. Project Manager shall attend all meetings and have the authority to make decisions on behalf of the CONTRACTOR. Project Manager shall attend the site at a minimum once a day to evaluate the construction and to prepare a daily job report. Project Manager shall be responsible for all coordination, document handling, submittals review and processing, quality control, and project scheduling. The Project Manager, once approved, shall not be replaced without prior consent of the Owner and Engineer.

B. Project Superintendent shall be a direct employee of the CONTRACTOR.

C. Project Superintendent shall fluently speak, read and write in English.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 10 10 ABBREVIATIONS OF INSTITUTIONS

PART 1 - GENERAL

1.1 GENERAL

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various international, national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of the Specifications, the following acronyms or abbreviations which may appear shall have the meanings indicated herein.

1.2 ABBREVIATIONS

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ABMA	American Bearing Manufacturer's Association
ACGIH	American Conference of Governmental Industrial Hygienists
ACI	American Concrete Institute
ACOE	Army Corps of Engineers
ACPA	American Concrete Pipe Association
AF&PA	American Forest and Paper Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AHGDA	American Hot Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIHA	American Industrial Hygiene Association
AIIM	Association for Information and Image Management
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMA	Acoustical Material Association
AMCA	Air Movement and Control Association International, Inc
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	The Engineered Wood Association
APHA	American Public Health Association
API	American Petroleum Institute APWA American Public Works Association
ARI	Air-Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASLE	American Society of Lubricating Engineers

ASME	American Society of Mechanical Engineers
ASMM	Architectural Sheet Metal Manual
ASNT	American Society of Nondestructive Testing
ASQ	American Society for Quality
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWCI	American Wire Cloth Institute
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials, and Code Administrators International
BHMA	Builders Hardware Manufacturer's Association
CABO	Council of American Building Officials
CDA	Copper Development Association
CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturer's Institute
CLPCA	California Lathing and Plastering Contractors Association
CMA	Concrete Masonry Association
CMAA	A division/section of the Material Handling Industry of America
CRSI	Concrete Reinforcing Steel Institute
DCDMA	Diamond Core Drilling Manufacturer's Association
DERM	Department of Environmental Resource Management
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Research Association
DTPW	Department of Transportation and Public Works
EI	Energy Institute
EIA	Electronic Industries Alliance
EPA	Environmental Protection Agency
ETL	Electrical Test Laboratories
FBC	Florida Building Code, 2007 Edition with 2009 Supplement
FCC	Federal Communications Commission
FCI	Fluid Controls Institute
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Association
FHWA	Federal Highway Administration
FM	Factory Mutual System
FPL	Forest Products Laboratory
FS	Federal Specifications
HI	Hydronics Institute, Hydraulic Institute
HSWA	Federal Hazardous and Solid Waste Amendments
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IBC	International Building Code
ICC	International Code Council
ICEA	Insulated Cable Engineers Association
ICCEC	Electrical Code
ICC-ES	International Code Council Evaluation Service

IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IESNA	Illuminating Engineering Society of North America
IFC	International Fire Code
IFGC	International Fuel Gas Code
IMC	International Mechanical Code
IME	Institute of Makers of Explosives
IPC	International Plumbing Code, Association Connecting Electronic Industries
IPCEA	Insulated Power Cable Engineers Association
IRC	International Residential Code
ISA	Instrument Society of America
ISDI	Insulated Steel Door Institute
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
ITU-T	Telecommunications Standardization Sector of the International Telecommunications Union
LPI	Lightning Protection Institute
LRQA	Lloyd's Register Quality Assurance
MBMA	Metal Building Manufacturer's Association
MDCHD	Miami-Dade County Health Department
MIL	Military Standards (DoD)
MPTA	Mechanical Power Transmission Association
MSS	Manufacturers Standardization Society
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
DASMA	Door and Access Systems Manufacturers Association International
NAPF	National Association of Pipe Fabricators
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association or National Fluid Power Association
NISO	National Information Standards Organization
NIST	National Institute of Standards and Technology
NLGI	National Lubricating Grease Institute
NRCA	National Roofing Contractors Association
NSF	National Sanitation Foundation
NWWDA	National Wood Window and Door Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PPI	Plastic Pipe Institute
RCRA	Resource Conservation and Recovery Act
RIS	Redwood Inspection Service, a division of the California Redwood Association, CRA
RMA	Rubber Manufacturers Association
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SDI	Steel Door Institute, Steel Deck Institute

SFWMD	South Florida Water Management District
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPFA	Steel Plate Fabricator's Association
SPIB	Southern Pine Inspection Bureau
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Society for Protective Coating
SSPWC	Standard Specifications for Public Works Construction
STLE	Society of Tribologists and Lubricating Engineers
TAPPI	Technical Association of the Worldwide Pulp, Paper, and Converting Industry
TFI	The Fertilizer Institute
TIA	Telecommunications Industries Association
TPI	Truss Plate Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WDMA	National Window and Door Manufacturers Association
WEF	Water Environment Federation
WI	Woodwork Institute
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 10 15 INDEX OF DRAWINGS

PART 1 - GENERAL

1.1 CONTRACT DRAWINGS

- A. Plans labeled **ISSUED FOR BID DATED TBD** and any subsequent revision thereto introduced by Addenda prior to Bid, showing the work of the Contract are hereby made a part of the Contract Documents and are listed as follows:

SURVEY

1 of 6	TOPOGRAPHIC SURVEY ABBOTT AVENUE DRAINAGE IMPROVEMENTS PHASE-2
2 of 6	TOPOGRAPHIC SURVEY ABBOTT AVENUE DRAINAGE IMPROVEMENTS PHASE-2
3 of 6	TOPOGRAPHIC SURVEY ABBOTT AVENUE DRAINAGE IMPROVEMENTS PHASE-2
4 of 6	TOPOGRAPHIC SURVEY ABBOTT AVENUE DRAINAGE IMPROVEMENTS PHASE-2
5 of 6	TOPOGRAPHIC SURVEY ABBOTT AVENUE DRAINAGE IMPROVEMENTS PHASE-2
6 of 6	TOPOGRAPHIC SURVEY ABBOTT AVENUE DRAINAGE IMPROVEMENTS PHASE-2

GENERAL

GI-000	COVER SHEET
GI-001	LEGEND AND ABBREVIATIONS
GI-002	GENERAL CONSTRUCTION NOTES
GI-003	GENERAL CONSTRUCTION SPECIFICATIONS
GI-004	KEY MAP

CIVIL

CG-101 - 105	EROSION CONTROL PLANS – 92 ND STREET
CG-106 - 110	EROSION CONTROL PLANS – 91 ST STREET
CG-501	EROSION CONTROL DETAILS
CP-101 - 104	DRAINAGE PLANS – 92 ND STREET
CP-106 - 109	DRAINAGE PLANS – 91 ST STREET
CP-401 - 402	PUMP STATION PLAN
CP-403	PUMP STATION DETAILS
CP-501 - 504	DRAINAGE DETAILS

- B. Due to the possibility of typing errors or omissions, the above list shall not be considered as necessarily complete, nor shall the Standard Details which may be included elsewhere herein be considered as forming a complete listing of all Standard Details which may apply

to this Project. Perform all work shown on all sheets of the Plans, as specified herein or necessary for a complete functional installation and no extra compensation will be made due to the omission or incorrect listing of a Drawing in this Section. The CONTRACTOR shall field investigate and verify as necessary for this work prior the construction.

C. APPENDICES

1. Boundary and Topographic Survey
2. Stormwater Management Report
3. Geotechnical Investigation Report

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTIONS

01 14 00 CONSTRUCTION CONSTRAINTS

PART 1 - GENERAL

1.1 THE SUMMARY

- A. WORK shall be scheduled, sequenced, and performed in a manner which minimizes disruption to the public and to the operation and maintenance of existing facilities along the pipeline alignment.
- B. The CONTRACTOR shall incorporate the construction and schedule constraints of this Section in preparing the construction schedules required under Specifications 01 32 16 – CPM Construction Schedule.

1.2 TEMPORARY CONNECTIONS

- A. Making connections to existing facilities or other operations that interfere with the operation of the existing equipment shall be thoroughly planned in advance, and required equipment, materials, and labor shall be on hand at the time of undertaking the connections. WORK shall be completed as quickly as possible and with as little delay as possible and shall proceed continuously (24 hours a day and seven days a week) if necessary, to complete modifications and/or connections in the minimum time.
- B. The cost of any temporary facilities and night, weekend, or holiday activity and overtime payments required during process interruptions shall be included in the WORK.
- C. Temporary facilities and piping shall be located to minimize interference with CONTRACTOR's construction facilities and OWNER's operation and maintenance of the distribution water system. Piping materials shall be suitable for the material being conveyed and be as required in the Contract Specifications.

1.3 CONSTRUCTION SEQUENCING

- A. Construction activities shall be scheduled and sequenced to ensure continuous operation of the existing distribution water system. The CONTRACTOR shall be responsible for development of the construction sequencing. In implementing the construction sequencing, the CONTRACTOR shall maintain the existing facilities in service until new facilities are constructed and are operational to supplement the existing capaTOWN. When new facilities are operational, the existing facilities may be taken out of service. The following general guidelines shall be used by the CONTRACTOR in planning the sequence of construction.
 - 1. Safe working conditions for personnel shall be maintained during installation, modification, and demolition WORK. The foregoing includes at least proper trench excavation, the provision of temporary equipment guards, supports, warning signs, sidewalk, and covers over openings.

2. Valves to be temporarily shut off during the WORK shall be operated by the owner.

1.4 SCHEDULE CONSTRAINTS

- A. General: It is the CONTRACTOR's responsibility to coordinate and plan the construction activities to integrate each schedule constraint into performance of the overall WORK.
- B. The listing of schedule constraints below does not mean that every constraint or special condition has been identified. The list does not substitute for the CONTRACTOR's coordination and planning for completion of the WORK within the Contract Times.
- C. The work will be performed in residential neighborhood. The CONTRACTOR shall reasonable minimize the inconvenience to the residents and property owners, and reasonably maximize the safety of residents.
 1. Approximately one week prior to the start of work in a particular (section of a street) the Contractor shall distribute flyers to all addresses in that location explaining the work that will be done, explaining the measures to be taken to protect the safety and the property of the residents, explaining how the Contractor will minimize inconvenience and to inform the residents of the contact information (cellphone number and emails) of key personnel: Contractor's Public Relations' Officer, Contractor's on-site Superintendent, OWNER's Project Manager, TOWN's on-site Representative. Contractor must also distribute flyers to all residents affected by water main shutdown to facilitate the connection to existing water mains.
 2. Prior to start of work in a particular (section of) street, the Contractor must field verify the actual size and type of existing mains and fittings prior to ordering fittings and tapping sleeves and valves required for connecting into existing water mains.
 3. At any given time, the length of the continuous, open trench shall no exceed 2,000 LF.
 4. Open trench, outside the direct area that workers and equipment require, shall barricaded on both sides.
 5. H-20 traffic rated steel plates shall cover open trenches across driveways.
 6. At the end of each workday, backfill of trenches, compaction, placement of temporary pavement, removal of barricades and other temporary construction and clean up shall not lag more than 200 LF behind pipe installation.
 7. Restoration to original or better condition of landscaping, private driveways, private fences, and all other types of private or public property, even if it is placed in the public right of way, and that has been affected by the construction activities, shall not lag more than 500 LF behind pipe installation.
 8. Full lane width pavement overlay shall not commence until installed stormwater distribution piping in that location has been accepted by the OWNER.

D. No construction activities shall take place between the hours of 5:00 PM to 7:00 AM. No deliveries shall be allowed between the hours of 5:00 PM and 7:00 AM.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 29 00 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 THE SUMMARY

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefor shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.
- B. The following explanation of the Measurement and Payment for the Bid Schedule items is provided; however, the omission of reference to any item shall not alter the intent of the Bid Schedule or relieve the CONTRACTOR of the necessity of constructing a complete project under this Contract.
- C. The quantities set forth in the Bid Schedule are approximate and are given to establish a uniform basis for the comparison of bids. The OWNER reserves the right to increase or decrease the quantity of any item or portion of the work during the progress of construction in accordance with the terms of the Contract.
- D. Unit prices are used as a means for computing bid, for Contract purposes, for periodic payments, and for determining the value of additions or deletions.
- E. Payments shall be made for the items listed on the Bid Forms on the basis of the work actually performed and completed. No payment to be made for materials stored on site or elsewhere. Payment for completed work is including but not limited to, the furnishing of all necessary labor, materials, equipment, tools, transportation, delivery, disposal of waste and surplus material, backfilling and site restoration as shown in the plans, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications. If any time of work, process, equipment or material is not specifically listed in the unit price bid item schedule of values, the CONTRACTOR shall include as provide said work, process, equipment or material of the best quality workmanship appropriate for the intended use at no additional cost.

1.2 ESTIMATED QUANTITIES

- A. Where quantities are shown, they are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. OWNER or ENGINEER do not assume any responsibility for the final quantities, nor shall CONTRACTOR claim

misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

- B. The ENGINEER'S estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface-of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary. The CONTRACTOR will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions or deductions caused by a variation in quantities as a result of more accurate measurement, or by any changes or alterations in the Work ordered by the OWNER, and for use in computation of the value of the Work performed for progress payments.

1.3 MEASUREMENT STANDARDS

- A. All work completed under the Contract shall be measured according to the United States Standards Methods.

1.4 METHOD OF MEASUREMENT AND PAYMENT

- A. **Lump Sum Items:** Where the payment is to be made on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item.
- B. **Unit Price Items:** Where payment is to be made on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Schedule. Any related work not specifically listed, but required for satisfactory completion of the Work, shall be considered to be included in the scope of the appropriate listed work items.
- C. **Measurement of Length:** Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.
- D. **Measurement of Area:** In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.
- E. **Failed Testing:** No additional payment will be allowed due to failed tests, generation additional work from the Contractor. Contractor shall correct the substandard condition and restore area to final condition at his own expense. The OWNER may back charge the contractor, via change order, for re-inspection expenses due to failed tests due to the negligence of the contractor.

1.5 BASIS OF PAYMENTS

- A. The various items of Work will be paid for in the unit-amounts per work item times units completed and accepted by Owner of work items listed in the Bid Form. The sum of all separate payments shall not exceed the contract price.
- B. **Furnish and Install 16"/24" Piping / LF:** This item shall be measured as LF of the horizontal projection along the center line of the pipe of pipe installed, and shall include the cost of providing the pipe and fittings on site, proper storage and protection on site, installation; disposal of debris, waste and refuse; preparing, obtaining approval and providing maintenance of traffic (MOT) and traffic control; furnishing, installation and removal of fill and flush connections for filling mains; hydrostatic testing, pressure testing, cleaning, flushing, disinfection, water quality sampling, and chlorine supply identification tape; the cost of trenching (including 1): sheeting, shoring, bracing, dewatering, and any measures associated with dewatering, such as turbidity barrier and sediment control; 2): additional excavation necessary for crossing under existing utilities]; backfill (including flowable fill if so directed by the OWNER), Type B Bedding per Trenching restoration Detail, removal hauling or additional suitable backfill material if required, compaction and density testing; the cost of temporary pavement over the trench, including removal of existing asphalt and temporary asphalt; the cost of placing, maintain and removing the necessary barricades and fencing for public safety. As-builts, soft digs, test pits, exploratory digging and restoration for existing utilities, repairs to damaged existing utilities, repaints to irrigation systems, and driveway and sidewalk restoration shall be included in these pay items. Silt fence, erosion control measures, fittings, pipe lubricant, connection couplings, adaptors, reducers, gaskets, joint restraints (also those additional fittings, gaskets, joint restraints necessary for crossing of existing utilities); temporary plugs and caps and all other consumables, appurtenances and incidentals as shown on the plans and specifications and/or necessary for a complete and operational water distribution system shall be included in the unit price for this pay item. This item also includes the cost for site clean-up during the execution of the work and final clean-up after completion of pipe installation and/or other construction activities as called for in the plans and specifications. This payment item includes the cost of labor, sweeping, consumables, equipment and all other necessary items and components to maintain a condition commensurate with a residential neighborhood: free of dust, waste and debris, no stock piles of construction materials other than in the designated locations; street sweeping and clean-up immediately following installation of temporary pavement; general clean-up at the end of each work day; watering site or other measures of dust control to minimize dust impact in the neighborhood. The Contractor shall apply good 'housekeeping' practices during the execution of the work. If the OWNER is dissatisfied with the cleanliness of the site, it may issue to the Contractor a written notice to improve cleanliness with specific instructions for improvement. If the Contractor does not improve cleanliness to the satisfaction of the OWNER, the payment for this pay item may be denied and a separate contractor may be hired to complete Dust Control and Clean-up operations. Denied payments and cost of independent contractor will be subtracted from the lump-sum amount for this pay item through a change order and from the retainage amount if necessary.

1. **Furnish and Install 16"/24" PVC (C900) Piping / LF:** Measurement for payment shall be based on the completion of the horizontal projection of LF measured along the centerline, including fittings for 16"/24" PVC (C900).
 2. **Furnish and Install 24" HDPE Piping / LF:** Measurement for payment shall be based on the completion of the horizontal projection of LF measured along the centerline, including fittings for 24" HDPE Pipe.
- C. **Furnish and Install 16"/24" Gate Valves with Valve Boxes / EA:** The unit price for this item shall include the cost of labor, equipment, the valve, transportation to the site, storage and protection on-site, bi-directional testing prior to installation, installation on new or existing water mains, mechanical restraints (Megalugs), riser, operator, valve box and cover, excavation [including sheeting, shoring, bracing, dewatering, and any measures associated with dewatering; backfill (including flowable fill if so directed by the OWNER) compaction and testing; the cost of temporary pavement (permanent pavement if the valve is located outside the limits of repaving); concrete collar, sodding and/or landscaping, if valve is located outside the roadway; the cost of placing, maintaining and removing the necessary barricades and fencing for public safety, the cost of providing the measures called for in the MOT. White Reflective Pavement Markers, as directed by the OWNER; painting of box cover as described in these specifications and as directed by the OWNER; disposal of debris, waste and refuse, and all other necessary items for a complete, installed and operable valve, and all items shown in the Miami-Dade County Standard Details.
- D. **8" Concrete Slab for Ground <2.5' / SY:** This item shall include all cost of the mixture, in place and accepted, for furnishing and constructing 8-inch reinforced concrete protective slab in areas of low ground cover per Miami-Dade County Standard Detail and will be paid for at the unit price bid times the number of square yards of concrete placed completed and accepted. Price and payment will be full compensation for each work related to the volume of concrete, steel reinforcement and shall include all forms, falsework, joints, weep holes, drains, pipes, conduits, bearing pads, setting anchors bolts and dowels, reinforcement, surface finish, and cleaning up, as shown in Plans. The price will also include excavation, backfilling, clearing and grubbing as indicated/required in Plans.
- E. **24"x16" Reducer / EA:** Measurement for payment shall be based on the completion of the number of reducers fully installed.
- F. **As-Built Drawings / LS:** This pay item shall include all costs associated with the production of final As-built drawings including all survey work and necessary requested revisions. As-built drawings shall be provided by the Contractor to the Engineer three weeks prior to final inspection. All As-built data shall be provided by a Florida licensed surveyor, signed and sealed and dated by the responsible party. At the completion of the work, deliver the drawings documenting As-built information, measured by a licensed surveyor, to the engineer, in good condition and free from any extraneous notation. Contractor shall provide three (3) hard copies 11"x17" of as-builts, one (1) AutoCAD file and one (1) PDF file. The As-built information on the water system is to include, but not

be limited to locations of all valves, fittings, fire hydrants and water service and top-of-pipe elevation on 100-foot intervals at a minimum. Measurement for payment shall be based on the completion of this pay item.

- G. **Restoration of 4” and 6” Concrete Sidewalk and Driveways / SF:** Measurement for payment for furnishing and constructing concrete sidewalks will be based upon the actual number of square feet of such sidewalks constructed as shown in the drawings, all in accordance with the requirements of the Contract Documents. Payment for furnishing and constructing concrete sidewalks will be made at the unit price per square foot named in the Bid Schedule which price shall constitute full compensation for completing said work, including all earthwork, excavation, clearing, grading, compaction of subgrade, importing and placement of clean fill material to meet proposed sidewalk grades, backfilling of sidewalk, furnishing and construction of the concrete sidewalk, ADA accessible ramps, driveway turnouts, adjustment of existing water meters and sewer cleanouts to finished grade, furnishing and setting for expansion joint material, reinforcement, disposal of excess material, and the appurtenant items for which separate payment is not specifically included in the Bid Schedule. Measurement for payment shall be based on the Square Feet (SF) installed as approved by the Engineer.
- H. **Sod / SY:** This pay item includes all labor, equipment and materials for sodding, grading, topsoil, the preparation of the surface prior to placement of sod, close placement of sod, fertilizing, watering and other maintenance as specified herein and not included under other pay items. The total pay requests for this pay item shall not exceed the contractual amount for this pay item without prior written approval from the OWNER. Sod restoration included in this pay item is necessary to restore original conditions damaged due to construction operations. Sod damaged by the contractor due to failure to exercise care at the construction site, shall be responsible for watering the shrub/ sod daily, for a minimum of four (4) weeks after installation. Measurement for payment shall be based on the Square Yard (SY) installed as approved by the Engineer.
- I. **Erosion and Sedimentation Control / LS:** This pay item includes all necessary operations to prevent contamination or disturbing of the environment of the properties adjacent to the work. This includes, but is not limited to; confining all runoff from disturbed surfaces and contaminated waters and utilizing barriers to prevent erosion and contamination and all de equipment and materials for sodding, grading, topsoil, the preparation of the surface prior to placement of sod, close placement of sod, fertilizing, watering and other maintenance as specified herein and not included under other pay items. The total pay requests for this pay item shall not exceed the contractual amount for this pay item without prior written approval from the OWNER. Sod restoration included in this pay item is necessary to restore original conditions damaged due to construction operations. Sod damaged by the contractor due to failure to exercise care at the construction site, shall be responsible for watering the shrub/ sod daily, for a minimum of four (4) weeks after installation. Measurement for payment shall be based on the Square Yard (SY) installed as approved by the Engineer.

- J. **1" Asphalt Pavement / SY:** The cost for this pay item shall include all labor, equipment and materials necessary to provide a 1 1/2" thick (after compaction) asphaltic concrete overlay of full pavement width at all work areas and as shown in the plans. Also included are disposal of debris, tack and prime coats, compaction, asphaltic concrete, paving of asphalt driveways damaged by constriction activities; protection of newly laid asphalt, and any other related activities required for providing a new asphalt pavement surface for all affected areas in this contract. This activity shall only take place after all work has been completed, after approval of the OWNER, and after clearance from the department of health has been obtained. Measurement for payment shall be based on the Square Yard (SY) installed as approved by the Engineer.
- K. **Installation of New Crosswalk Concrete and/or Pavers / SF:** The cost for this pay item shall include all labor, equipment and materials necessary to remove and install new pavers at existing crosswalks. This shall include the removal and installation of the existing concrete header curb, as per plan details. Measurement for payment shall be based on the Square Feet (SF) installed as approved by the Engineer.
- L. **Curbing Installation / LF:** Measurement for payment to remove and re-place curb and gutter / valley gutter / drop curb will be based upon the number of square feet of such curb and gutter / valley gutter actually removed and re-placed as determined by measurement along the centerline of the curb in place by the width of the curb and gutter, all in accordance with the requirements of the Contract Documents. Payment to remove and re-place curb and gutter / valley gutter / drop gutter will be made at the unit price per square foot of curb named in the bid schedule, which shall constitute full compensation for complete installation including excavation, grading, forming, saw cutting of pavement, 4" limerock pad, drop curb, removal and disposal of existing curbing/ curb and gutter, and cleanup of all areas disturbed by this construction. Measurement for payment shall be based on the Linear Feet (LF) installed as approved by the Engineer.
- M. **Striping and Pavement Markings / LS:** This pay item shall include all the necessary pavement markings needed to be restored after pavement overlay, including any initial stripping of paint to provide a proper finished product. Striping shall be with thermoplastic paint and as required to restore original conditions, to meet requirements of the Manual on Uniform Traffic Control Devices, FDOT and as shown in the drawing notes and specifications. Also included is maintenance of traffic and paint protection and reflective pavement markers (RPM's – yellow, white, blue and green), disposal of debris, and any other related activities required to provide thermoplastic striping at all resurfaced streets in this contract.
- N. **Mobilization / Demobilization / Permits / Bonds / Insurance / LS:** This item shall cover the costs for all necessary insurance, bonds and permits the Contractor must secure; the cost for obtaining the FDOH permit; the costs for making available on the work site the necessary temporary facilities and the necessary personnel, supplies, tools and equipment to perform the work (heavy construction equipment, hand tools, storage, lay-down yards, temporary and/or portable power supply, barricades, fence and safety equipment, and all other items necessary to start the work); submittal of all required

documentation, such as insurance certificates and bonds; posting OSHA required notices and establishment of safety programs; notifications to the affected public; Contractor's superintendent on site full-time. Demobilization shall be included in this item and shall be part of 'substantial completion' and includes the removal of all tools and equipment from site, the removal of all temporary facilities, the restoration of those areas to original or better conditions that were used for temporary facilities. No additional payments will be made for mobilization and demobilization activities due to shutdowns, suspension of work, or other mobilization requirements. Measurement for payment shall be based on the completion of the mobilization items, as described, to the satisfaction of the OWNER and shall not be more than 5% of the Total Bid. The lump sum amount for this bid item shall be distributed as follows: 60% at the completion of the mobilization requirements and 40% at substantial completion of the work.

- O. **Maintenance of Traffic / LS:** Measurement of payment shall include the preparation and processing of Maintenance of Traffic Plans to respective divisions and installation, thereafter, including a Florida Licensed Professional Traffic Engineer preparing the MOT plans to the satisfaction of the OWNER and shall not be more than 5% of the Total Bid. No lane closures during Holiday periods. Any additional costs including but not limited to barricades, lights, off duty police officers and other duties associated with nighttime work shall be incorporated into the cost for this item. The lump sum amount for this bid item shall be distributed as follows: equal monthly amounts during the duration of the contract time.
- P. **Cost for Compliance with Trench Safety Act – F.S. 553.60 through 553.64 if any / LS:** The Contractor must be in compliance with Florida Statutes Part III Trench Safety Act Chapter 553.60 through 553.64, if applicable for this project. Bid submission must reference the Trench Safety Standards that will be in effect during the period of construction of the project. Measurement for payment shall be based on the percentage of completion of the lump sum price in the bid form as determined by the Engineer.
- Q. **Cost for Compliance with Special Shoring Requirements– F.S. 553.60 through 553.64 if any / LS:** The Contractor must be in compliance with Florida Statutes Part III Trench Safety Act Chapter 553.60 through 553.64, if applicable for this project. Bid submission must reference the Trench Safety Standards that will be in effect during the periods of construction of the project. Measurement of payment shall be based on the percentage of completion of the lump sum price in the bid form as determined by the Engineer.

1.6 PAYMENTS

- A. Shall be accordance with the provisions of the GENERAL CONDITIONS. Invoices for the work completed for each payment period shall include construction photographs per Specification 01 32 00.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 29 73 SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 THE SUMMARY

- A. This Section defines the process whereby the Schedule of Values (unit price breakdown) shall be developed and incorporated into the cost loading function of the CPM Schedule in accordance with the requirements of Specification 01 32 16 – CPM Construction Schedule.
- B. Monthly progress payment amounts will be determined from the monthly progress updates of the CPM Schedule activities.
- C. Develop the Schedule of Values independent of but simultaneous with the development of the CPM Schedule activities and logic.

1.2 DETAILED SCHEDULE OF VALUES

- A. Prepare and submit a detailed Schedule of Values to the ENGINEER within ten (10) Days from the date of the Notice to Proceed (NTP).
- B. The Schedule of Values shall begin with the Bid Summary Form included in the Bid Package and further break down work activities in sufficient detail such that the ENGINEER is able to determine monthly progress payment amounts through cost loading of the CPM Schedule activities.
- C. Because the ultimate requirement is to develop a detailed Schedule of Values sufficient to determine appropriate monthly progress payment amounts through cost loading of the CPM Schedule activities, furnish a sufficiently detailed breakdown in order to meet this requirement.
- D. The ENGINEER will be the sole judge of acceptable numbers, details and description of values established.
- E. If, in the opinion of the ENGINEER, a greater number of Schedule of Values items than proposed are necessary, add the additional items so identified by the ENGINEER.
- F. Adjustments and Acceptance
 - 1. The CONTRACTOR and ENGINEER shall meet and jointly review the detailed Schedule of Values within 30 Days the date of the ENGINEER receiving the Schedule of Values from the CONTRACTOR, at which time the value allocations and extent of detail shall be reviewed in order to determine if necessary adjustments to the values are required, and to determine if sufficient detail has been proposed in order to allow acceptable cost loading of the CPM Schedule activities.

2. Make necessary adjustments to the value allocation or level of detail and submit a revised detailed Schedule of Values within ten (10) Days from the review meeting.
3. Following acceptance of the detailed Schedule of Values, incorporate the values into the cost loading portion of the CPM Schedule.
4. Concurrently develop the CPM activities and logic with the development of the detailed Schedule of Values; however, it shall be necessary to adjust the detailed Schedule of Values to correlate to individual Schedule activities.
5. It is anticipated that instances will occur, due to the independent but simultaneous development of the Schedule of Values and the CPM Schedule activities, where interfacing these 2 documents will require changes to each document.
6. Schedule activities may need to be added to accommodate the detail of the Schedule of Values, and Schedule of Value items may need to be added to accommodate the detail of the CPM Schedule activities.
7. Where such instances arise, propose changes to the Schedule of Values and to the CPM Schedule activities in order to satisfy the CPM Schedule cost loading requirements.

1.3 CROSS-REFERENCE LISTING

- A. To assist in the correlation of the Schedule of Values and the CPM Schedule, provide a cross-reference listing to be furnished in 2 parts:
 1. In the first part, list each scheduled activity with the breakdown of the respective valued items making up the total cost of the activity; and,
 2. In the second part, list the valued item with the respective schedule activity or activities that make up the total indicated cost.
- B. In the case where a number of schedule items make up the total cost for a valued item (shown in the Schedule of Values), indicate the total cost for each Schedule of Value item.
- C. Incorporate approved Change Orders reflected in the CPM Schedule into the Schedule of Values as a single unit identified by the Change Order number.

1.4 CHANGES TO SCHEDULE OF VALUES

- A. Changes to the CPM Schedule which additional activities not included in the original schedule but included in the original WORK (schedule omissions) shall have values assigned as approved by the ENGINEER.
- B. Reduce other activity values in order to provide equal value adjustment increases for added activities, as approved by the ENGINEER.

- C. In the event that the CONTRACTOR and ENGINEER agree to make adjustments to the original Schedule of Values because of inequities discovered in the original accepted detailed Schedule of Values, increases and equal decreases to values for activities may be made.

1.5 LIQUIDATED DAMAGES

- A. The schedule of Values information is an integral part of the scheduling and reporting under the Construction Schedule and the progress payment information.
- B. As such, it is critical information to evaluating progress and the proper planning of the OWNER's and ENGINEER's WORK-related effort as well as their financial obligations associated with the Project.
- C. If a submittal required by this Section is found to be incomplete or is submitted later than required, the OWNER will suffer financial loss and, accordingly, liquidated damages will be assessed against the CONTRACTOR in accordance with the Contract Documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 32 00 CONSTRUCTION PHOTOGRAPHS

GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall conduct pre-construction, construction progress, and post construction photographs and videos of the construction project as specified herein.
- B. The CONTRACTOR shall engage the services of a professional videographer for pre-construction video recording. The color audio-video DVD shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-video documentation. Videographer shall furnish to ENGINEER the names and addresses of two (2) references that the videographer has performed color audio-video recording for projects of a similar nature within the last twelve (12) months. The videographer shall be approved by the ENGINEER prior to any video recording of the project site.

1.2 SUBMITTALS

- A. Videos and photographs shall be submitted as specified herein and in accordance with Specification 01 33 00 - Contractor Submittals.

1.3 PRECONSTRUCTION PHOTOGRAPHS AND VIDEOS

- A. Prior to commencing the WORK, the CONTRACTOR shall provide a continuous color digital audio-video recording (DVD) of the entire area of the project to serve as a record of the site pre-construction conditions. The CONTRACTOR will provide one copy of the pre-construction video to the OWNER, one copy to the ENGINEER, and maintain one copy free from damage or defect that shall become the property of the OWNER at Project Close Out. The CONTRACTOR shall review the video recordings for clarity and accuracy and shall make supplemental records of existing conditions if they are not clearly indicated.
- B. No construction shall begin prior to review of the preconstruction video of the construction area by the OWNER, ENGINEER and the CONTRACTOR. The ENGINEER or OWNER shall have the authority to reject all or any portion of the video not conforming to specifications and order that it be redone at no additional charge to the OWNER. The CONTRACTOR shall reschedule unacceptable coverage within five (5) calendar days after being notified. The ENGINEER shall designate those areas, if any, to be omitted from or added to audio-video coverage.
- C. Video recording shall be made not more than 60 days prior to commencement of construction.

- D. The CONTRACTOR shall video the entire project area including the project site, and any other areas which may be affected or impacted by the WORK including staging and storage areas.
- E. The CONTRACTOR shall supplement video recordings with photographs. A minimum of twenty (20) pre-construction photographs shall be provided.
- F. The CONTRACTOR'S attention is directed to the deteriorating condition of the existing roadways, seawalls, and some of the private property. The CONTRACTOR shall take the necessary steps during preconstruction videotaping to ensure the existing conditions of roadway, seawalls, private property and all other areas within the area of WORK and areas that may be affected by the WORK are adequately documented to protect the CONTRACTOR and the OWNER from unsubstantiated claims.

1.4 CONSTRUCTION PROGRESS PHOTOGRAPHS

- A. A minimum of six (6) photographs shall be taken each week until completion of the Work.
- B. The number of photographs required shall be at the sole discretion of the ENGINEER whose decision shall be final. An increase in the number of photographs above the minimum shall not be cause for an increase in cost and no extra compensation will be allowed.
- C. For all photograph the CONTRACTOR shall coordinate with the ENGINEER as to the actual number and location of views to be photographed and the day and time of photographing.
- D. Progress photographs shall be submitted with monthly Applications for Payment in accordance with the Contract Documents.

1.5 POST-CONSTRUCTION PHOTOGRAPHS AND VIDEO

- A. At project closeout, the CONTRACTOR shall provide a continuous color digital audio-video recording (DVD) of the entire area of the project to serve as a record of the post-construction conditions. The completed pump station project and adjacent properties shall be captured.
- B. The post-construction video recording shall be supplemented with a minimum of forty (40) photographs documenting the completion of the project construction and adjacent properties.

PRODUCTS

2.1 VIDEO MEDIA

- A.** The video portion of the recording shall produce bright, sharp, and clear pictures with accurate colors and shall be free from distortion, tearing, rolls, and any other form of picture imperfection.
- B.** All video recordings shall contain coverage of all surface features located within the construction zone of influence. Of particular concern shall be the existence of any faults, fractures, defects, etc. of existing features, particularly those located at private properties and homes immediately adjacent to and across the street from the project site. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.
- C.** All video recordings shall, by electronic means, display continuously and simultaneously, the date and time of recording. The video recording shall be generated with the actual taping date and time as transparent digital information. The date information shall contain the month, day and year.
- D.** Video media shall be standard Digital Video Disc (DVD) format.
- E.** Accompanying the video recording shall be a corresponding and simultaneously recorded audio recording. Each tape shall begin with the recorded date, project name and be followed by the general location, i.e., viewing side and direction of progress. The audio track shall consist of an original live recording. The recording shall contain exclusively the narrative commentary of the electrographer, recorded simultaneously with the fixed elevation video record of the zone of influence of construction. The recording shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the features being shown in the video portion of the recording, including location relative to construction stations. The audio recording shall be free from any conversations between the camera operator and any other production technicians. The audio portion of the recording shall produce the commentary of the camera operator with proper volume, clarity, and be free from distortion and interruptions.

2.2 VIDEO MEDIA INDEXING

- A.** Video Identification: All video media shall be permanently labeled and shall be properly identified by number and project name and location.
- B.** Video Logs: Each video shall have a log of that video's contents. The log shall describe the various segments of coverage contained on the video in terms of the names of the streets or easements, coverage beginning and end, directions of coverage, video unit counter numbers, and date.
- C.** Video Index: The electrographer shall provide an index listing, in order by video number, each video number and a brief description of coverage contained on that video, including

engineering station numbers and/or street address at every building abutting roadway and canal.

2.3 PHOTOGRAPHS

- A. Furnish one (1) color hard copy (3-½ by 5 inch) of each photograph and one (1) CD containing all pictures in electronic JPG format.
- B. Photographs shall have a minimum clarity of 5 megapixels.
- C. Hard copy prints: commercial quality prints, color, 3-½-inches by 5-inches, single weight on glossy paper. Enclose each print in a protector punched to fit a standard three ring binder.
- D. Number photographs in sequence beginning with the numeral one. Each print shall be stamped with the following information stamped or typed on the back of the print:

TOWN OF SURFSIDE

CONTRACT NO. _____
Contractor: _____
Photograph No.: _____ Date: _____ Time: _____
Description: _____

EXECUTION

1.1 GENERAL

- A. The ENGINEER and the OWNER may request to be present during the pre-construction video recording and photographing.

1.2 VISIBILITY

- A. All video recordings and photographs shall be performed during times of good visibility: none shall be done during period of significant precipitation, mist, or fog. The video recordings and photographs shall only be done when sufficient sunlight is present to properly illuminate the subject, and to produce bright, sharp replications of those subjects.
- B. No video recordings and photographs shall be performed when more than 10% of the area to be taped contains debris or obstructions unless otherwise authorized by the OWNER.

1.3 COVERAGE

- A. The CONTRACTOR shall sufficiently capture the existing pre-construction conditions within the project site, but not limited to: staging areas, WORK areas, roadways, light poles, trees, landscaping, storm drainage structures, walls, and any other areas which may be affected or impacted by the WORK to protect the OWNER, the ENGINEER, and the CONTRACTOR from unsubstantiated claims. The CONTRACTOR shall capture

existing deterioration of landscaping and other fixtures and features in or adjacent to the area of WORK, whether impacted or not.

1.4 CAMERA OPERATION

- A.** Camera Control: Camera pan, tilt, zoom-in, and zoom-out rates shall be sufficiently controlled such that recorded objects will be clearly viewed during video playback. In addition, all other camera and recording system controls such as lens focus and aperture, video level, pedestal, chroma, white balance, and electrical focus shall be properly controlled or adjusted to maximize picture quality.

- B.** Viewer Orientation Techniques: The audio and video portions of the recording shall maintain viewer orientation. Visual displays of all visible building addresses shall be utilized. In easements where the proposed construction location will not be readily apparent to the video viewer, the OWNER shall indicate the proposed centerline of construction.

END OF SECTION

01 32 16 CPM CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall schedule the WORK in accordance with this Section.
- B. Development of the schedule, the cost loading of the schedule, monthly payment requisitions and project status reporting requirements of the Contract shall employ computerized Critical Path Method (CPM) scheduling. The CPM Schedule shall be cost loaded based on the schedule of values as approved by the ENGINEER.
- C. The CPM schedule and related reports should be prepared with the current version of Primavera Project Planner (P3) or SureTrak software.

1.2 DEFINITIONS

- A. CPM Scheduling: The term shall be interpreted to be generally as outlined in the Association of General Contractors (AGC) publication, "The Use of CPM in Construction." except that either "i-j" arrow diagrams or precedence diagramming format may be utilized. In the case of conflicts between this Section and the AGC document, this Section shall govern.
- B. Float: Unless otherwise indicated herein, float and total float are synonymous. Total float is the period of time measured by the number of Days each non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the end date of the WORK. Thus, delay of a noncritical path activity beyond its float period will cause delay to the project itself.

1.3 SCHEDULING QUALIFICATION SUBMITTALS

- A. CONTRACTOR shall submit a statement of computerized CPM capability within fifteen (15) Days after Notice to Proceed to verify that either: (1) the CONTRACTOR has inhouse capability qualified to use CPM techniques and the Primavera P3 or SureTrak software or (2) that the CONTRACTOR will arrange for the services of a CPM consultant so qualified. In either event the statement shall identify the individual who will perform the CPM scheduling and shall describe the construction projects required below. The statement shall also identify the contact persons for the referenced projects with current telephone and address information.
- B. Criteria: The individual performing scheduling shall have successfully applied computerized CPM technique to at least 2 projects of similar nature, scope, and value not less than one half the Total Bid Price of this project.

1.4 INITIAL SCHEDULE SUBMITTALS

- A. Where submittals are required hereunder, the CONTRACTOR shall submit five (5) copies of each submittal item.
- B. The CONTRACTOR shall submit a 60 Day Plan of Operation and a Project Overview Bar Chart at the Project Kickoff Meeting which will serve as the CONTRACTOR's plan of operation for the initial 60 Day period of the Contract Times and identify the manner in which the CONTRACTOR intends to complete the WORK within the Contract Times.
 - 1. 60 Day Plan of Operation: During the initial 60 Days of the Contract Times, the CONTRACTOR shall conduct operations in accordance with a 60 Day bar chart type schedule. The chart so prepared shall show accomplishment of the CONTRACTOR's early activities (mobilization, permit acquisition, submittals necessary for early material and equipment procurement, submittals necessary for long lead equipment procurement, CPM submittals, initial sitework and other submittals and activities required in the first 60 Days).
 - 2. Project Overview Bar Chart: The overview bar chart shall indicate the major components of the WORK and the sequence relations between major components and subdivisions of major components. The overview bar chart shall indicate the relationships and time frames in which the various components of the WORK will be made substantially complete and placed into service in order to meet the required milestones. Sufficient detail shall be included to subdivide major components in such activities as (1) excavation, (2) foundation subgrade preparation, (3) foundation concrete, (4) completion of structural concrete, (5) major mechanical WORK, (6) major electrical WORK, (7) instrumentation and control WORK, and (8) other important WORK for each major facility within the overall project scope. Planned durations and start dates shall be indicated for each WORK item subdivision. Each major component and subdivision component shall be accurately plotted on time scale sheets not to exceed 36-inches by 60-inches in size. No more than 4 sheets shall be employed to present this overview information.
- C. The ENGINEER, OWNER, and the CONTRACTOR shall meet to review and discuss the 60 Day plan of operation and project overview bar chart within 5 Days after submittal. The ENGINEER's review and comment on the schedules will be limited to conformance with the sequencing and milestone requirements in the Contract Documents. The CONTRACTOR shall make corrections to the schedules necessary to comply with the requirements and shall adjust the schedules to incorporate any missing information requested by the ENGINEER.

1.5 CPM SCHEDULE SUBMITTALS

- A. Original CPM Schedule Submittal: Within fifteen (15) Days after the commencement date stated in the Notice to Commencement, the CONTRACTOR shall submit for review by the ENGINEER a hard copy of the CPM schedule and the computerized schedule report tabulations. The CONTRACTOR shall also submit a CD that contains the schedule

submittal information. The data shall be compatible with Primavera P3 or SureTrak to generate network diagrams and schedule reports identical to the hard copies submitted. This submittal shall have already been reviewed and approved by the CONTRACTOR's Project Manager, superintendent, and estimator prior to submission. The CPM schedule shall be a time-scaled network diagram of the "i-j" activity-on-arrow or precedence type. The network diagram shall describe the activities to be accomplished and their logical relationships and shall show the critical path. The CONTRACTOR's attention is directed to the requirement that the schedule shall contain sufficient detail and information to cost load the CPM schedule in accordance with the approved schedule of values. Each installation and sitework activity shall be cost loaded as indicated.

B. The computerized schedule report tabulations shall include the following:

1. Report of activities sorted by activity number: Activity numbers, where practical, shall correlate to the area numbers designated on the Contract Drawings.
2. Report of activities sorted by early start date.
3. Report of activities sorted by total float.
4. Report of activities sorted by responsibility code. Responsibility codes shall be established for the CONTRACTOR, ENGINEER, OWNER, Subcontractors, Suppliers, etc. These codes shall be identified in the Network Diagram.
5. A successor-predecessor report which shall identify the successor and predecessor activities for each activity and ties between schedule activities.

C. Analysis

1. Early Completion

- a. The CONTRACTOR may show early completion on the original CPM submittal if that is its plan.
- b. An original CPM submittal showing early completion shall either be accompanied by:
 - 1) Request for change of Contract Times at zero change of Contract Price, accompanied by documentation demonstrating that the Bid was based on early completion, or
 - 2) Demonstration in the submittal that the time difference between early completion and the original Contract Time is total float.
- c. An early completion schedule unaccompanied by one of these will not be accepted.

- d. The ENGINEER will analyze a request for Change Order in accordance with the General Conditions.
2. Float Ownership: Neither the OWNER nor the CONTRACTOR owns the float time. The project owns the float time. Liability for delay to the project completion date rests with the party causing the delay. For example, if Party A is responsible for consuming a portion of the float time and Party B later consumes the remainder of the float time plus additional time beyond the float time, Party B is responsible for the time that is a delay past the completion date. Party A would not be responsible for any delay since it did not consume all the float time, additional float time remained after its delay, and the completion date was unaffected by its tardiness.
- D. Original CPM Schedule Review Meeting: The CONTRACTOR shall, within 25 Days from the commencement date stated in the Notice to Commencement, meet with the ENGINEER to review the original CPM schedule submittal. The CONTRACTOR shall have the Project Manager, superintendent, and the scheduler in attendance. The meeting will take place over a half day period. The ENGINEER's review will be limited to conformance with the Contract Documents. However, the review may also include:
1. Clarifications of the design intent.
 2. Directions to include activities and information missing from the submittal.
 3. Requests to the CONTRACTOR to clarify and revise the schedule.
- E. Revisions to the Original CPM Schedule: Within 35 Days after the commencement date stated in the Notice to Commencement, the CONTRACTOR shall revise the original CPM schedule submittal to address review comments from the original CPM schedule review meeting and resubmit the network diagrams and reports for the ENGINEER's review. The ENGINEER, within 14 Days from the date that the CONTRACTOR submitted the revised schedule will either (1) accept the schedule and cost loaded activities as submitted, or (2) advise the CONTRACTOR in writing to review any part or parts of the schedule which either do not meet the requirements or are unsatisfactory for the ENGINEER to monitor the progress and status of WORK or evaluate monthly payment requests by the CONTRACTOR. The ENGINEER may accept the schedule conditional upon the first monthly CPM schedule update correcting deficiencies identified. When the schedule is accepted, it shall be considered as the "Original CPM Construction Schedule" until an updated schedule has been submitted. The ENGINEER reserves the right to require that the CONTRACTOR adjust, add to, or clarify any portion of the schedule which may later be discovered to be insufficient for the monitoring of WORK or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.
- F. Acceptance
1. Acceptance of the CONTRACTOR's schedule by the ENGINEER and OWNER will be based solely upon compliance with the requirements. By way of the CONTRACTOR

assigning activity durations and proposing the sequence of the WORK, the CONTRACTOR agrees to utilize sufficient and necessary management and other resources to perform WORK in accordance with the schedule. Upon submittal of a schedule update, the updated schedule shall be considered the "current" project schedule.

2. Submission of the CONTRACTOR's progress schedule to the ENGINEER shall not relieve the CONTRACTOR of total responsibility for scheduling, sequencing, and pursuing the WORK to comply with the requirements of the Contract Documents, including adverse effects such as delays resulting from ill-timed WORK.

G. Monthly Updates and Periodic CPM Schedule Submittals

1. Following acceptance of the CONTRACTOR's original CPM schedule, the CONTRACTOR shall monitor the progress of the WORK and adjust the schedule each month to reflect actual progress and any changes in planned future activities. Each schedule update submittal shall be complete including information requested in the original schedule submittal and be in the schedule report format indicated below. Each update shall continue to show WORK activities including those already completed. Completed activities shall accurately depict "as built" information by indicating when the WORK was actually started and completed.
2. Neither the submission nor the updating of the CONTRACTOR's original schedule submittal nor the submission, updating, change, or revision of any other report, curve, schedule, or narrative submitted by the CONTRACTOR, nor the ENGINEER's review or acceptance of any such report, curve, schedule, or narrative shall have the effect of amending or modifying in any way the Contract Times or obligations under the Contract. Only a signed, fully executed Change Order can modify contractual obligations.
3. The monthly schedule update submittal will be reviewed with the CONTRACTOR during a monthly construction progress meeting held on the 20th Day of each month. The goal of these meetings is to enable the CONTRACTOR and the ENGINEER to initiate appropriate remedial action to minimize any known or foreseen delay in completion of the WORK and to determine the amount of WORK completed since the last schedule update. The status of the WORK will be determined by the percent complete of each activity in the updated CPM schedule. These meetings are considered a critical component of the overall monthly schedule update submittal, and the CONTRACTOR shall have appropriate personnel attend. As a minimum, the CONTRACTOR's Project Manager and superintendent shall attend these meetings. The CONTRACTOR shall plan on the meeting taking no less than 6 hours. Within 7 Days after the monthly progress meeting, the CONTRACTOR shall submit the revised CPM schedule, the revised CPM computerized tabulations, the revised successor/predecessor report, the project status reports as defined below and the CONTRACTOR's

4. Application for Payment. Within 5 Days of receipt of the revised submittals, the ENGINEER will either accept or reject the monthly schedule update submittal. If accepted, the percent complete in the monthly update shall be the basis for the Application for Payment to be submitted by the CONTRACTOR. If rejected, the update shall be corrected and resubmitted by the CONTRACTOR before the Application for Payment for the update period will be processed.
5. Schedule Revisions: The CONTRACTOR shall highlight or otherwise identify changes to the schedule logic or activity durations made from the previous schedule. The CONTRACTOR shall modify any portions of the CPM schedule which become infeasible because activities are behind schedule or for any other valid reason.

1.6 CHANGE ORDERS

- A. Upon approval of a Change Order, the change shall be reflected in the next submittal of the CPM Schedule. The CONTRACTOR shall utilize a sub-network in the schedule depicting the changed WORK and its effect on other activities. This sub-network shall be tied to the main network with appropriate logic so that a true analysis of the critical path can be made. Whenever the CONTRACTOR believes that a Change Order will extend the Contract Times, the sub-network analysis herein shall be submitted with the price proposal for the change. If the CONTRACTOR does not submit the sub-network demonstrating that the change affects the Contract Times, then no subsequent claim for additional time due to the change will be accepted.

1.7 CPM STANDARDS

- A. Construction Schedule: Construction schedules shall include a graphic network diagram and computerized schedule reports as required below for status reporting.
- B. Networks: The CPM network shall be in a form of a time scaled "i-j" activity-on-arrow or precedence type diagram and may be divided into a number of separate sheets with suitable match lines relating the interface points among the sheets. Individual sheets shall not exceed 36-inches by 60-inches.
- C. Construction and procurement activities shall be presented in a time-scaled format with a calendar timeline along the entire sheet length. Each activity arrow or node shall be plotted so that the beginning and completion dates of each activity are accurately represented along the calendar timeline. Every activity shall use symbols that clearly distinguish between critical path activities, non-critical activities, and free float for each non-critical activity. Activity items shall be identified by their activity number, responsibility code, duration, and dollar value. Non-critical path activities shall show total float time in scale form by utilizing a dotted line or some other graphical means.
- D. Duration Estimates: The duration estimate for each activity shall be computed in Days and shall represent the single best estimate considering the scope of the WORK and resources planned for the activity. Except for certain non-labor activities such as curing of concrete

or delivery of materials, activity duration shall not exceed 10 Days nor be less than one Day, unless otherwise accepted by the ENGINEER.

1.8 SCHEDULE REPORT FORMAT

A. Schedule Reports: Schedule reports shall be prepared based on the CPM schedule, shall be submitted on paper and CD, depending on file size, and shall include the following minimum data for each activity:

1. Activity numbers and responsibility codes.
2. Work Order No.
3. CIP No.
4. Estimated activity duration.
5. Activity description.
6. Activity percent completion.
7. Early start date (calendar dated).
8. Early finish date (calendar dated).
9. Late start date (calendar dated).
10. Late finish date (calendar dated).
11. Status (whether critical).
12. Total float for each activity.
13. Free float for each activity.
14. Cost value for each activity.

B. Project Information: Each Schedule Report shall be prefaced with the following summary data:

1. Project name.
2. CONTRACTOR name.
3. Type of tabulation.
4. Project duration.

5. Contract Times (as revised by Change Orders).
6. The commencement date stated in the Notice to Proceed.
7. The data date and plot date of the CPM Schedule.
8. If an update, cite the new schedule completion date.

1.9 PROJECT STATUS REPORTING

- A. The CONTRACTOR shall furnish monthly project status reports (overview bar chart and a written narrative report) in conjunction with the revised CPM schedules as indicated above. Status reporting shall be in the form below.
- B. The CONTRACTOR shall prepare and submit monthly an overview bar chart schedule of the major project components. The overview bar chart schedule shall be a summary of the current CPM schedule (original and as updated and adjusted throughout the entire construction period). The major project components shall be represented as time bars which shall be subdivided into various types of WORK including demolition, excavation and earthwork, yard piping, concrete construction, and mechanical, electrical and instrumentation installations. Major components shall include each new structure by area designation, sitework, modifications to existing structures, tie-ins to existing facilities, and plant startups.
- C. Each major component and subdivision shall be accurately plotted consistent with the project overview bar chart above. It shall represent the same status indicated by early start and finish activity information contained in the latest update of the CPM schedule. In addition, a percent completion shall be indicated for each major component and subdivision. The initial submittal of the overview bar chart schedule shall be made at the time that the revised original CPM schedule is submitted to the ENGINEER. The CONTRACTOR shall amend the overview schedule to include any additional detail required by the ENGINEER. The CONTRACTOR shall include any additional information requested by the ENGINEER at any time during the construction of the WORK.
- D. The CONTRACTOR shall prepare monthly written narrative reports of the status of the project for submission to the ENGINEER. Status reports shall include:
 1. The status of major project components (percent complete, amount of time ahead or behind schedule) and an explanation of how the project will be brought back on schedule if delays have occurred.
 2. The progress made on critical activities indicated on the CPM schedule.
 3. Explanations for any lack of WORK on critical path activities planned for the last month.

4. Explanations for any schedule changes, including changes to the logic and to activity durations.
 5. A list of the critical activities scheduled to be performed in the next 2 months.
 6. The status of major material and equipment procurement.
 7. The value of materials and equipment properly stored at the Site but not yet incorporated into the WORK.
 8. Any delays encountered during the reporting period.
 9. An assessment of inclement weather delays and impacts to the progress of the WORK.
- E. The CONTRACTOR may include any other information pertinent to the status of the WORK. The CONTRACTOR shall include additional status information requested by the ENGINEER.

1.10 INCLEMENT WEATHER PROVISIONS OF THE SCHEDULE

- A. The Contractor's schedule shall include at least the number of Days of delay due to unusually severe weather.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END SECTION

01 32 20 PROJECT MEETINGS

PART 1 - GENERAL

1.1 PROJECT KICKOFF MEETING

- A. A Notice to Proceed (NTP) will be issued to the CONTRACTOR within ten (10) calendar days of the execution of the Construction Contract. The NTP shall authorize the CONTRACTOR to apply for all required permits and initiate the shop drawing and other CONTRACTOR submittals required by the Contract Documents.
- B. A project kickoff meeting will be held within ten (10) calendar days of issuing the NTP.
- C. The following entities shall attend the Project Kickoff Meeting:
 - 1. OWNER
 - 2. ENGINEER
 - 3. CONTRACTOR
 - 4. Others as requested by the OWNER, ENGINEER or CONTRACTOR
- D. The minimum agenda for the Project Kickoff Meeting shall address the following items:
 - 1. Introductions
 - 2. Roles and Responsibilities – Designation of Responsible Personnel
 - 3. Communication Protocols
 - 4. Contractor Submittal Procedures and Forms
 - 5. Status of Insurance and Bonds
 - 6. Subcontractors and Suppliers
 - 7. Contract Milestones and Tentative Construction Schedule
 - 8. Permits
 - 9. Requests for Information and Proposals
 - 10. Field Decisions and Change Orders Procedures
 - 11. Payment Applications

12. Use of Owner's Allowance

13. Community Relations

14. Project Meetings

- E. The ENGINEER shall prepare and distribute the meeting agenda and shall preside at the meeting. The CONTRACTOR shall record and distribute minutes of the proceedings and decisions.
- F. At the Project Kickoff Meeting, the CONTRACTOR shall furnish a list of all permits and licenses the CONTRACTOR shall obtain, indicating the agency to grant the permit, the expected date of submittal, and the expected date for receipt of the permit.
 - 1. Within 30 calendar days of the date of the NTP, the CONTRACTOR shall apply for and submit required documentation including shop drawings and calculations, in full and complete, to obtain all permits required by Laws and Regulation from the agencies having jurisdiction.
- G. Within seven (7) days of receipt of permits, copies shall be submitted to the ENGINEER.

1.2 PRE-CONSTRUCTION MEETING

- A. A Notice of Commencement (NOC) shall be issued to a CONTRACTOR once all required permits have been obtained and required shop drawings have been approved. The NOC shall authorize the CONTRACTOR to begin construction. The NOC will initiate the start of the contract time as defined by the Contract Documents.
- B. A Pre-construction Meeting will be held within ten (10) calendar days of issuing the NOC. The CONTRACTOR shall not initiate construction until after the Pre- Construction Meeting.
- C. The following entities shall attend the Pre-Construction Meeting:
 - 1. OWNER
 - 2. ENGINEER
 - 3. CONTRACTOR
 - 4. Major SUBCONTRACTORS
 - 5. Others as requested by the TOWN, ENGINEER or CONTRACTOR
- D. The minimum agenda for the Pre-Construction Meeting shall address the following items:
 - 1. Introductions

2. Roles and Responsibilities – Designation of Responsible Personnel
3. Request for Information and Proposals
4. Procedures when Field Conditions differ from Design Drawings
5. Field Decisions and Change Orders Procedures
6. Permit Requirements
7. Community Relations
8. Deliveries and Storage
9. Security Procedures
10. Safety Procedures
11. Maintenance of Traffic
12. Construction Schedule and Sequencing
13. Inspections
14. Sampling and Testing Procedures
15. Shutdowns for Tie-Ins to Existing Mains
16. Hurricane Preparedness
17. Housekeeping Procedures
18. Project Meetings

E. The CONTRACTOR shall prepare and distribute the meeting agenda and shall preside at the meeting. The CONTRACTOR shall record and distribute minutes of the proceedings and decisions.

1.3 PROGRESS MEETINGS AND DAILY LOGS

- A. The CONTRACTOR will conduct project meetings in accordance with Article 7.9.1 of the Contract for Construction.
- B. The CONTRACTOR'S Project Meetings shall be conducted no less than biweekly and shall include the CONTRACTOR'S administrative, managerial, supervisory personnel, and representatives of each SUBCONTRACTOR working on the site. The ENGINEER

and OWNER shall have the right, but not the obligation to attend such weekly Project Meetings.

- C. The CONTRACTOR shall maintain detailed meeting notes from each such weekly Project Meeting. Meeting notes from each project meeting shall be submitted to the ENGINEER and OWNER within two (2) working days of each Project Meeting.
- D. The CONTRACTOR's Superintendent shall maintain a daily job diary which shall include for each work day the daily weather conditions at the Site, the identify of each SUBCONTRACTOR working on the Site, the manpower of each SUBCONTRACTOR working on the site, the identify of all visitors to the Site, and any and all other information reflecting any delays, hindrances, interferences, or other problems encountered or incurred at the Site.
- E. The Superintendent shall be on the Project Site during all working hours; speak, read, and write in Fluent English; and be a direct employee of the CONTRACTOR (not a SUBCONTRACTOR).
- F. Each week the CONTRACTOR shall furnish to the ENGINEER one (1) full and complete PDF copy of the daily job diary.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 33 00 CONTRACTOR SUBMITTAL

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Submit to the ENGINEER for review and approval, such shop drawings, test reports and data on materials, equipment, and material samples as are required for the proper control of work, and as specified in the Specification sections.
- B. Submit to the ENGINEER a complete list of preliminary data on items for which shop drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the ENGINEER shall in no way expressed or implied relieve the CONTRACTOR from submitting complete shop drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of shop drawings.
- C. Maintain an accurate updated shop drawing submittal log which shall include the following items:
 - 1. Submittal-Description and Number assigned.
 - 2. Specification Section.
 - 3. Drawings Sheet Number.
 - 4. Date to Engineer.
 - 5. Date returned to CONTRACTOR (from ENGINEER).
 - 6. Status of Submittal (Reviewed, Reviewed as Noted, Rejected/Resubmit).
 - 7. Date of Resubmittal and Return (as applicable).
 - 8. Date material release (for fabrication).
 - 9. Projected date of fabrication.
 - 10. Projected date of delivery to site.

1.2 CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall submit shop drawings to the ENGINEER for approval with the exception that no less than one (1) hard copy and one (1) electronic PDF copy shall be submitted. The ENGINEER will retain one (1) set and one (1) will be returned to the CONTRACTOR.

- B. Shop drawings shall be submitted for all materials and equipment to be furnished, in addition, the submission shall include the motor efficiency, and motor torque speed curves from zero to full load speed for motors over 10 hp.
- C. Shop drawings shall be submitted prior to any project construction activity. In a timely fashion, well before the contemplated ordering for fabrication of special order or long lead time items or construction use of any standard element of the work, the CONTRACTOR shall furnish shop drawings for the review and approval of the ENGINEER.
- D. Furnish the ENGINEER with a schedule of shop drawings submittals fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- E. Submit to the ENGINEER all drawings and schedules sufficiently in advance of construction requirements to provide maximum time for checking and appropriate action from the time the ENGINEER receives them.
- F. Prior to submission, the CONTRACTOR shall thoroughly check such drawings, satisfying himself that they meet the requirements of the Contract Documents and that they are coordinated with the arrangements set forth on other shop drawings, and shall place on them the project's name, ER number, address, the date and his stamp of approval. Where items for which shop drawings are submitted are to meet special conditions listed in the detailed Specifications, the conditions shall be so noted on the drawing. Where there is a deviation from the Specifications, the CONTRACTOR shall note it and state the reason why a deviation is required.
- G. Each and every copy of the Drawings and data shall bear CONTRACTOR's stamp showing that they have been so checked and approved. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents and the CONTRACTOR shall state the reason why a deviation is required, and the deviation noted on the transmittal sheet. If the CONTRACTOR fails to notify the ENGINEER of a deviation and that deviation mistakenly gets approved by the ENGINEER, the CONTRACTOR shall be required to provide the contract specified material and/or equipment to the satisfaction of the ENGINEER.
- H. Furnish a Certificate of Unit Responsibility, as specified in equipment specification section. Form is attached to this Section.
- I. Shop drawings submitted without the required approval as specified above shall be returned without review and no extension of time will be granted for any delays caused by such improper submission.
- J. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date.

2. Project Title and Number.
 3. CONTRACTOR's name and address.
 4. The number of each shop drawings, data, and sample submitted.
 5. Notification of deviations from Contract Documents.
 6. Submittal Log Number conforming to and referring to Specification Section Numbers.
 7. Certification the submittal conforms to the specifications or contains deviations to the specifications.
- K. Any delays or costs caused, either directly or indirectly, by non-timely submissions; submission of items differing significantly from the intent of the Plans and/or Specifications; repeated submission of or argument over, rejected elements or changes required for acceptance; arguments with the criteria or requirements of the Plans or Specifications; or any other such similar activities shall be at the sole expense of the CONTRACTOR.
- L. For major equipment submittals, as defined by the ENGINEER, the CONTRACTOR shall include in the submittal a copy of the specification with each and every paragraph initialed by the CONTRACTOR indicating compliance, or indicating a deviation is requested followed by a request for deviation listing/form.
- M. Design calculations, drawings, and materials specifications shall be supplied as specified herein and by the individual specification sections.
- N. Do not begin any of the work covered by a drawing, data, or a sample returned as "REJECTED; REVISE AND RESUBMIT" or "NOT REVIEWED" until a revision or correction thereof has been reviewed and returned to him, by the ENGINEER, with approval as "REVIEWED, NO COMMENTS" or "REVIEWED, COMMENTS AS NOTED". Be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to receiving ENGINEER's approval or approval "As Noted" of the necessary shop drawings.
- O. Shop drawings shall be of such character that they may be used as fabrication drawings. Prior to submission, the CONTRACTOR shall thoroughly check such drawings, satisfying himself that they meet the requirements of the Plans and Specifications and that they are coordinated with the arrangements set forth on other shop drawings, and shall place on them the Contract Number, the date and his stamp of approval. One (1) copy will be returned to the CONTRACTOR with the ENGINEER's mark of approval thereon or will be marked to indicate changes necessary to effect compliance with the Specifications and the remaining copies will be retained by the OWNER. When drawings are approved by the ENGINEER, they shall be as binding as any of the Contract Documents. Any errors or omissions on the shop drawings shall not relieve the CONTRACTOR of his responsibility.

He shall correct such errors, or omissions, including any necessary additions or alterations to construction, at his expense upon notification by the ENGINEER.

- P. Be fully responsible for observing the need for and for making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposes to supply, both as they pertain to his own work, work of others, or of other Divisions herein or Trades and clearly show such changes on the shop drawings. All changes shall be clearly called out.
- Q. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Specifications.
 - 5. Installation and Maintenance clearances.

1.3 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. Except as otherwise indicated, the ENGINEER will return prints of each submittal to the CONTRACTOR with comments noted thereon, within 20 Days following receipt by the ENGINEER.
- B. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the first resubmittal on an item.
- C. The OWNER reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the first resubmittal.
- D. The ENGINEER'S maximum review period for each submittal or resubmittal will be 20 Days; thus, for a submittal that requires 2 resubmittals before it is complete, the maximum review period could be 60 Days.
- E. If a submittal is returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission will not be required.
- F. If a submittal is returned marked "MAKE CORRECTIONS NOTED," the CONTRACTOR shall make the corrections on the submittal, but formal revision and resubmission will not be required. If the CONTRACTOR does not agree to abide in full of the corrections, the CONTRACTOR must notify the ENGINEER within in 5 days and the status will be revised to "AMEND-RESUBMIT".

G. Resubmittals

1. If a submittal is returned marked "AMEND-RESUBMIT," the CONTRACTOR shall revise the submittal and resubmit the required number of copies.
2. Resubmittal of portions of multi-page or multi-drawing submittals will not be accepted: For example, if a Shop Drawing submittal consisting of 10 drawings contains one drawing noted as "AMEND-RESUBMIT," the submittal as a whole is deemed "AMEND- RESUBMIT," and 10 drawings are required to be resubmitted.
3. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall be identified and flagged on the resubmittal. Submittal review comments shall be addressed as numbered in the review comments and all review comments addressed.

H. Rejected Submittals

1. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean either that the proposed material or product does not satisfy the specification, the submittal is so incomplete that it cannot be reviewed, or is a substitution request not submitted in accordance with the requirements of this section.
 2. In the first 2 cases, the CONTRACTOR shall prepare a new submittal and shall submit the required number of copies.
 3. In the latter case, the CONTRACTOR shall submit the substitution request according to the requirements of this section.
 4. The resubmittal of rejected portions of a previous submittal will not be accepted.
- I. The fabrication of an item may commence only after the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
- J. Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the contract requirements.
- K. The CONTRACTOR shall be responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating WORK with the trades, and satisfactory and safe performance of the WORK.
- L. Conformance:
1. Corrections or comments made on the CONTRACTOR's Shop Drawings during review shall not relieve the CONTRACTOR from compliance with Contract Drawings and Specifications.

2. Review is for conformance to the design concept and general compliance with the Contract Documents only.
3. The ENGINEER's review will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown. The review of drawings and schedules will be general, and shall not be construed:
 - a. As permitting any departure from the Contract requirements;
 - b. As relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials;
 - c. As approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
4. The CONTRACTOR shall be responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating WORK with the trades, and satisfactory and safe performance of the WORK.

M. Variations:

1. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which ENGINEER finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or time for performance, the ENGINEER may return the reviewed drawings without noting an exception.
2. If the drawings or schedules, as submitted, describe variations and show a departure from the Contract requirements which the ENGINEER finds to be minor enough to be corrected by redlining the submittal, he shall do so and return the submittal marked "approved as noted." The redlined corrections shall be as binding on the CONTRACTOR as would be a resubmission embodying the same corrections.

N. Resubmittals will be handled in the same manner as first submittals. On resubmittals the CONTRACTOR shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the ENGINEER on previous submissions. The CONTRACTOR shall make any corrections required by the ENGINEER.

O. If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Drawings or Specifications, the CONTRACTOR shall give written notice thereof to the ENGINEER.

P. When the shop drawings have been approved by the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the ENGINEER.

- Q. No partial submittals will be reviewed. Submittals not complete will be returned to the CONTRACTOR for resubmittal. Unless otherwise specifically permitted by the ENGINEER, all submittals shall be made in groups containing all associated items for systems, processes or as indicated in specific specifications sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.
- R. The approval of shop drawings and data will be general, and shall mean that upon examination of the drawings, no variations from the Contract requirements have been discovered, and approval will not relieve the CONTRACTOR of his responsibilities as defined under the Contract. The OWNER's review will not constitute an approval of dimensions, quantities and details of the material, equipment, device or item shown.

1.4 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean CONTRACTOR's plans for materials and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive to required shop drawings as defined above.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations, and other standard descriptive data shall be clearly marked to identify pertinent materials, product, or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If the CONTRACTOR fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed and approved.
- D. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address of and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- E. All manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five years, unless otherwise specified. Manufacturers and/or equipment which fails to meet the specified experience period will be considered if the manufacturer or supplier provides a bond or cash deposit which will guarantee replacement of the equipment or process in the event of failure or unsatisfactory service.

F. Only the ENGINEER will utilize the color "red" in marking shop drawing submittals.

1.5 REQUIRED INFORMATION

A. Transmittal Form

1. Shop Drawing submittals shall be accompanied by the ENGINEER's standard submittal transmittal form, a reproducible copy of which is available from the ENGINEER.
2. A submittal without the form, or where applicable items on the form have not been completed, will be returned for resubmittal.

B. Organization

1. Use a single submittal transmittal form for each technical specification Section or item or class of material or equipment for which a submittal is required.
2. A single submittal covering multiple Sections will not be accepted, unless the primary specification references other Sections for components: For example, if a pump Section references other Sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be accepted, whereas a single submittal covering vertical turbine pumps and horizontal split-case pumps would not be accepted.
3. On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components.
4. Relate the submittal components to specification paragraph and subparagraph, drawing number, detail number, schedule title, room number, or building name, as applicable.
5. Unless otherwise indicated, match terminology and equipment names and numbers used in the submittals with those used in the Contract Documents.

C. Format

1. Minimum sheet size shall be 8-1/2 inches by 11 inches, and maximum sheet size shall be 24 inches by 36 inches. The CONTRACTOR shall submit to the OWNER a paper hard copy and electronically in PDF format.
2. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with complete pertinent data capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports.
3. Present a sufficient level of detail for assessment of compliance with the Contract Documents.

4. Numbering

- a. Assign to each submittal a unique number.
 - b. Number the submittals sequentially, with the submittal numbers clearly noted on the transmittal.
 - c. Assign original submittals a numeric submittal number followed by a decimal point and a numeric digit in order to distinguish between the original submittal and each resubmittal: For example, if submittal "25.1" requires a resubmittal, the first resubmittal will bear the designation "25.2" and the second resubmittal will bear the designation "25.3," and so on.
- D. Disorganized submittals that do not meet the requirements of the Contract Documents will be returned without review.
- E. Submit, as applicable, the following for all prefabricated or manufactured structural, mechanical, electrical, plumbing, process system, and equipment:
1. Shop drawings or equipment drawings, including dimensions, size and location of connections to other work, and weight of equipment.
 2. Catalog information and cuts.
 3. Installation or placing drawings for equipment, drives, and bases.
 4. Supporting calculations, signed and sealed by a Florida Registered Engineer when required, for equipment and associated supports, or hangers required or specified to be designed by equipment manufacturers.
 5. Signed and sealed calculations and drawings by in-house Florida Registered Professional Engineer for structural systems, indicating compliance to the structural design criteria specified in the Drawings.
 6. Complete manufacturer's specifications, including materials description and paint system.
 7. Performance data and pump curves.
 8. Suggested spare parts with current price information.
 9. List of special tools required for testing, checking, parts replacement, and maintenance. (Special tools are those which have been specially designed or adapted for use on parts of the equipment and are not customarily and routinely carried by maintenance mechanics).

10. List of special tools furnished with the equipment.
11. List of materials and supplies required for the equipment prior to, and during startup.
12. List of materials or supplies furnished with the equipment.
13. Special handling instructions.
14. Requirements for storage and protection prior to installation.
15. Requirements for routine maintenance required prior to equipment startup.
16. List of all requested exceptions to the Contract Documents.

1.6 SAMPLES

- A. Furnish, for the approval of the ENGINEER, samples required by the Specifications or requested by the ENGINEER. Samples shall be delivered to the ENGINEER as specified or directed. The CONTRACTOR shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the ENGINEER.
- B. Quantity
 1. The CONTRACTOR shall submit the number of samples indicated by the Specifications.
 2. If the number is not indicated, submit not less than 3 samples.
 3. Where the quantity of each sample is not indicated, submit such quantity as necessary for proper examination and testing by the methods indicated.
- C. Identification and Distribution
 1. Individually and indelibly label or tag each sample, indicating the salient physical characteristics and the manufacturer's name.
 2. Each sample shall have a label indicating:
 - a. Name of Project.
 - b. Material or Equipment Represented.
 - c. Name of Producer and Brand (if any).
 - d. Location in Project

3. Upon acceptance by the ENGINEER, one set of the samples will be stamped and dated by the ENGINEER and returned to the CONTRACTOR, one set of samples will be retained by the ENGINEER, and one set shall remain at the Site in the ENGINEER's field office until completion of the WORK.

D. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.
3. A minimum of two samples of each item shall be submitted.

E. The CONTRACTOR shall schedule sample submittals such that:

1. Sample submittals for color and texture selection are complete so the ENGINEER has 45 Days to assemble color panels and select color- and texture-dependent products and materials without delay to the construction schedule; and,
2. After the ENGINEER selects colors and textures, the CONTRACTOR has sufficient time to provide the products or materials without delay to the construction schedule.
3. The Contract Times will not be extended for the CONTRACTOR's failure to allow enough review and approval or selection time, failure to submit complete samples requiring color or texture selection, or failure to submit complete or approvable samples.

F. Selection

1. Unless otherwise indicated, the ENGINEER will select colors and textures from the manufacturer's standard colors and standard materials, products, or equipment lines.
2. If certain samples represent non-standard colors, materials, products, or equipment lines that will require an increase in Contract Times or Price, the CONTRACTOR shall clearly state so on the transmittal page of the submittal.

G. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.

H. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the CONTRACTOR at his expense, if so, requested at time of submission

1.7 MANUFACTURER'S EXPERIENCE RECORD

- A. When a manufacturer's experience record is required by these specifications, the following may be provided in lieu of the specified record:
 - 1. Manufacturers and/or equipment which does not meet the specified experience period will be considered if the manufacturer or supplier provides a bond or cash deposit valid for five years less his years of experience, which will guarantee replacement of the equipment or process in the event of failure or unsatisfactory performance or service

1.8 PROPOSED SUBSTITUTIONS OR "OR APPROVED EQUAL" ITEMS

- A. The CONTRACTOR'S bid price shall include materials or equipment meeting the specifications. Proposed substitutions will only be considered following award of the Contract as described herein
- B. Changes in products, materials, equipment, and methods of construction required by the Contract Documents which are proposed by the CONTRACTOR after award of the Contract are considered to be requests for substitutions. Where the Plans and/or Specifications designate the products of a particular manufacturer, the product specified has been found suitable for the intended use. Articles or products of similar characteristics may be offered for the approval of the ENGINEER if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:
 - 1. The burden of proof as to the type, function, and quality of any such substitution product, material or equipment shall be upon the CONTRACTOR.
 - 2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitution and the ENGINEER's decision shall be final.
 - 3. The ENGINEER may require the CONTRACTOR to furnish additional data about the proposed substitution.
 - 4. The OWNER may require the CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitution.
 - 5. Acceptance by the ENGINEER of a substitution item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitution.
 - 6. The CONTRACTOR shall pay all costs of implementing accepted substitutions, including redesign and changes to WORK necessary to accommodate the substitution.

C. The procedure for review by the ENGINEER will include the following:

1. Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is: equal or better to that specified; that such item will fit into the space allocated; that such item affords comparable ease of operation, maintenance and service; that the appearance, longevity and suitability for the climate are comparable; that by reason of costs savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in OWNER's interest and will in no way detrimentally impact the project schedule. The burden of proof that such an item offered is equal in all respects to that specified shall be CONTRACTOR'S.
2. If the CONTRACTOR wishes to provide a substitution item, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form." A copy of this form is attached to the end of this Specification. Following award of contract, an electronic copy of the Substitution Request Form will be provided to the CONTRACTOR.
3. The CONTRACTOR shall certify by signing the form that the list of paragraphs on the form are correct for the proposed substitution.
4. The ENGINEER will evaluate each proposed substitution within a reasonable period of time, not to exceed 30 days.
5. As applicable, no shop drawing submittals shall be made for a substitution item nor shall any substitution item be ordered, installed, or utilized without the ENGINEER'S prior written acceptance of the CONTRACTOR'S "Substitution Request Form."
6. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes by the CONTRACTOR in the Contract Documents occasioned thereby.

D. The CONTRACTOR's application shall address the following factors which will be considered by the ENGINEER in evaluating the proposed substitution:

1. Complete data substantiating compliance of proposed substitution with the requirements of the Contract Documents, including:
 - a. Product identification, including manufacturer's name and address and model number of products
 - b. Manufacturer's literature, identifying
 - 1) Product description
 - 2) Reference Standards
 - 3) Performance, testing, and relevant engineering data

- c. Samples, if applicable
 - d. List two similar projects where substitution was utilized. Provide the following information for each project:
 - 1) Contact person name and phone number. Contact should be able to provide information on the use of the product.
 - 2) Location of installation
 - 3) Date of installation
 - 4) Quantity installed
 - 5) Scope and description of project
- 2. Whether the evaluation and acceptance of the proposed substitution will prejudice the CONTRACTOR's achievement of Substantial Completion on time.
 - 3. Whether acceptance of the substitution for use in the WORK will require a change in any of the Contract Documents to adapt the design to the proposed substitution.
 - 4. Whether incorporation or use of the substitution in connection with the WORK is subject to payment of any license fee or royalty.
 - 5. Whether all variations of the proposed substitution from the items originally specified are identified.
 - 6. Whether available maintenance, repair, and replacement service are indicated. The manufacturer shall have a local service agency (within 50 miles of the site) which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - 7. Whether an itemized estimate is included of all additional costs and cost savings that will result directly or indirectly from acceptance of such substitution, including cost of redesign; claims of other contractors affected by the resulting change; and any licensing fee or royalties.
 - 8. Whether the proposed substitute item meets or exceeds the experience and/or equivalency requirements listed in the appropriate technical specifications.
- E. In making the formal request for substitution, the CONTRACTOR represents that:
- 1. The substitution has been investigated and it has been determined that is equal to or superior in all respects to the specified product.

2. The CONTRACTOR will provide the same warranties and bonds for the substitution as the product specified
 3. The substitution will be coordinated into the installation of the WORK and any required changes to complete the WORK in all respects as a result of the substitution will be made by the CONTRACTOR at no additional cost to the OWNER.
 4. The CONTRACTOR waives claims for additional cost caused by the substitution, which may subsequently become apparent.
 5. All cost data provided is complete and accurate.
- F. Without any increase in cost to the OWNER, the CONTRACTOR shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK, whether or not the ENGINEER accepts the proposed substitution or proposed equipment or material. The CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitution. In some instances, a credit may be due the OWNER. Unless specifically authorized by the ENGINEER in writing, no additional contract time will be allowed, and a decrease in time may be appropriate.

1.9 UNIT RESPONSIBILITY

- A. Where unit responsibility for a system is required by the Contract Documents, the CONTRACTOR's vendor shall provide a notarized "Unit Responsibility Certification Form" as part of the Submittal process. A copy of this form is attached to the end of this Specification. Following award of contract, an electronic copy of the form will be provided to the CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 42 19 REFERENCE STANDARDS

PART 1 - GENERAL

1.1 THE SUMMARY

- A. **Titles of Sections and Paragraphs:** Titles and subtitles accompanying specification sections and paragraphs are for convenience and reference only and do not form a part of the Specifications.
- B. **Applicable Publications:** Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is indicated, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Contract is advertised for Bids shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth in the Specifications or shown on the Drawings will be waived because of any provision of or omission from said standards or requirements.
- C. **Specialists, Assignments:** In certain instances, specification text requires (or implies) that specific WORK is to be assigned to specialists or expert entities who must be engaged to perform that WORK. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also, they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of WORK is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of Contract requirements remains with the CONTRACTOR.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. The CONTRACTOR shall construct the WORK in accordance with the Contract Documents and the referenced portions of those referenced codes, standards, and specifications.
- B. References herein to "Building Code" or "Standard Building Code" shall mean the Florida Building Code (FBC), 2007 Edition with 2009 Supplement. Similarly, references to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Florida Building Code. "Florida Hurricane Code" shall mean the Florida Building Code. "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). "Roadway and Traffic Design Standards" and "Standard Specifications for Road and Bridge Construction, latest edition" (Green Book)" shall mean the Design Standards and Specifications of the Florida Department of Transportation. "Land Use and Development Regulations" shall mean the land use and development regulations of the TOWN Public Works Department. The latest edition of the codes as

approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for Bids shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.

- C. Municipal Code and used by the local agency as of the date that the WORK is advertised for Bids shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- D. In case of conflict between codes, reference standards, drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and direction prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.
- E. References to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- F. Applicable Standard Specifications: References in the Contract Documents to "Standard Specifications" or SSPWC shall mean the Standard Specifications for Public Works Construction.

1.3 REGULATIONS RELATED TO HAZARDOUS MATERIALS

- A. The CONTRACTOR shall be responsible that all WORK included in the Contract Documents, regardless if indicated or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other federal, state, and local regulations governing the storage and conveyance of hazardous materials, including petroleum products.
- B. Where no specific regulations exist and the OWNER has not waived the requirement in writing, chemical, hazardous, and petroleum product piping and storage in underground locations shall be double containment piping and tanks or be installed in separate concrete trenches and vaults with an approved lining that cannot be penetrated by the chemicals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 45 00 QUALITY CONTROL

PART 1 - GENERAL

1.1 DEFINITION

- A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1.2 INSPECTION AT PLACE OF MANUFACTURE

- A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the ENGINEER at the place of manufacture.
- B. The presence of the ENGINEER at the place of manufacturer, however, shall not relieve the CONTRACTOR of the responsibility for providing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR and said duty shall not be avoided by any act or omission on the part of the ENGINEER.

1.3 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing will be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the ENGINEER will assure the OWNER that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the testing or other quality assurance requirements originally indicated, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such WORK in accordance with the General Conditions.

1.4 INSPECTION AND TESTING SERVICE

- A. Inspection and testing laboratory service shall comply with the following:
1. Unless indicated otherwise by the Technical Specifications, the OWNER will appoint, employ, and pay for services of an independent firm to perform inspection and testing or will perform inspection and testing itself.
 2. The OWNER or independent firm will perform inspections, testing, and other services as required by the ENGINEER under Paragraph 1.3C above.
 3. Reports of testing, regardless of whether the testing was the OWNER'S or the CONTRACTOR'S responsibility, will be submitted to the ENGINEER in [duplicate] indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
 4. The CONTRACTOR shall cooperate with the OWNER or independent firm and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
 5. The CONTRACTOR shall notify ENGINEER 24 hours prior to the expected time for operations requiring inspection and laboratory testing services.
 6. Retesting required because of non-conformance to requirements shall be performed by the same independent firm on instructions by the [ENGINEER]. The CONTRACTOR shall bear all costs from such retesting.
 7. For samples and tests required for CONTRACTOR'S use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the CONTRACTOR'S use shall be the CONTRACTOR'S responsibility.

1.5 EVALUATION OF THE WORK

- A. The Work shall be conducted under the general observation of the ENGINEER and shall be subject to evaluation by representatives of the ENGINEER acting on behalf of the OWNER to ensure strict compliance with the requirements of the Contract Documents. Such evaluation may include mill, plant, and shop or field evaluation, as required. The ENGINEER and OWNER shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
- B. The presence of the ENGINEER or any evaluator; however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with the Contract Documents. Compliance is a duty of the Contractor and is not be relieved by any act or omission on the part of the ENGINEER.

- C. Materials and articles furnished by the Contractor shall be subject to evaluation, and acceptance by the ENGINEER prior to use for the Work. No Work shall be backfilled, buried, cast in concrete, hidden or otherwise covered until the ENGINEER, has completed his inspection or evaluation. Any Work so covered in the absence of evaluation shall be subject to uncovering. Where unevaluated Work cannot be uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper evaluation, and no additional payment will be allowed, therefore. If any portion of asphalt work is not accepted by the ENGINEER, OWNER or Engineering Inspector, the Contractor shall remove and reconstruct across the width of the lane and for the length of the lane. In the asphalt pavement area; no splicing, cut-in sections or patchwork will be accepted.

1.6 MATERIALS SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing will be in accordance with the methods prescribed in the current standards of the ASTM as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the ENGINEER will assure the OWNER that the quality of the workmanship is in full compliance with the Contract Documents.
- B. Any waiver by the ENGINEER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the testing or other quality assurance requirements originally indicated, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. The ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents
- D. The Contractor shall employ and pay for the services of an independent testing laboratory for specified testing as indicated in the Contract Document or specified by the ENGINEER, OWNER or Engineering Inspector or Building Department Inspector.
- E. The actions of the testing laboratory shall in no way relieve the Contractor of his obligations under the Contract. The laboratory testing work will include such evaluations and testing required by the Contract Documents, existing laws, codes, ordinances, etc. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform, accept or approve any of the Contractor's Work.
- F. The CONTRACTOR shall include the time required for testing of materials and equipment in his published schedule and the cost for testing of materials and equipment in its bid. The ENGINEER and OWNER will rely on this schedule to plan visits to manufacturing facilities and fabrication facilities for the purpose of inspecting workmanship and witness performance testing. Cost to the ENGINEER and OWNER for unscheduled or repeat

inspections will be borne by the CONTRACTOR. The CONTRACTOR shall provide the services of representatives of the manufacturers of certain equipment, as specified in other sections of these Contract Documents. The CONTRACTOR shall, after the equipment has been field tested and prior to final acceptance certify in writing statements that the equipment has been installed to manufacturer requirements and is ready for functional operation.

- G. Reports of testing, regardless of whether the testing was the OWNER'S or the CONTRACTOR'S responsibility, will be submitted to the ENGINEER in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- H. The CONTRACTOR shall cooperate with the OWNER or independent firm and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
- I. The CONTRACTOR shall furnish, all materials required by the ENGINEER, for testing, and is responsible for providing testing equipment, water, electric power, or fuel for the various evaluations and tests ordered. The CONTRACTOR will bear the cost of all tests, evaluations or investigations undertaken by the order of the ENGINEER for the purpose of determining conformance with the Contract Documents.
- J. The CONTRACTOR shall notify the ENGINEER at least 5 working days in advance of asphalt work. CONTRACTOR shall provide certified testing of the temperature of each load as it is placed into the paver. Asphalt not meeting the temperature specification shall be rejected and returned to the plant.
- K. The CONTRACTOR shall notify ENGINEER [32] hours prior to the expected time for operations requiring inspection and laboratory testing services.
- L. For samples and tests required for CONTRACTOR'S use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the CONTRACTOR'S use shall be the CONTRACTOR'S responsibility.

1.7 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify and control all dimensions for the WORK. The Contractor shall be solely responsible for any inaccuracies built in the Work due to its failure to comply with this requirement.
- B. The Contractor shall evaluate ongoing related and appurtenant Work by others that conflicts with the CONTRACTOR's ability to perform its WORK and report in writing to the ENGINEER the particular conditions that will prevent proper completion of the WORK. Failure to report any such changed conditions shall constitute acceptance of all site conditions.

1.8 RIGHT OF REJECTION

- A. The ENGINEER and OWNER shall have the right, to reject any articles or materials that fail to meet the requirements of the Contract Documents or standards. If the ENGINEER through an oversight or otherwise, has accepted materials or Work which is defective or which fails to comply with to the Contract Documents, such materials, or WORK may be subsequently rejected by the ENGINEER.
- B. The Contractor shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.
- C. Asphalt work rejected by the ENGINEER or OWNER shall be removed and reconstructed across the width of the lane and for the length of the lane. Cut-in sections or patchwork will not be accepted.

1.9 IMPERFECT WORK, EQUIPMENT, OR MATERIALS

- A. Any defective or imperfect work, equipment, or materials furnished by the Contractor which is discovered before the final acceptance of the work, as established by the Certificate of Substantial Completion, or during the subsequent guarantee period, shall be removed and replaced
- B. The ENGINEER may order tests of imperfect or damaged work, equipment, or materials to determine its functional capability. The cost of such tests shall be borne by the Contractor, and the nature, tester, extent and supervision of the tests will be as determined by the ENGINEER. If the results of the tests indicate that the required functional capability of the work, equipment, or material is not impaired, consistent with the final general appearance of same, the work, or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability is uncertain, or materials have been impaired, then such work or materials shall be deemed imperfect and shall be replaced.

1.10 ABANDONMENT AND SALVAGE OF EXISTING FACILITIES

- A. General: The scope of work may require the Contractor to interface with existing structures, and piping which will be abandoned or otherwise removed and/or relocated as part of the work. The contractor shall submit a written plan of the intended operation to the ENGINEER a minimum of ten (10) days prior to a shut-down, disconnection or tie-in. The contractor's plan of operation shall limit interruption of service to no more than a four (4) hour per occurrence. The Contractor shall not proceed without authorization from the ENGINEER, prior to performing the work. Prior to any shut-downs, tie-ins or disconnections to existing utilities the Contractor shall submit a plan of operation that include contingencies for spare materials and equipment to perform the work.
- B. The Contractor shall abandon, salvage or otherwise remove existing pipelines or segments of existing pipelines shown to be abandoned in place, salvaged, or removed as

part of the WORK. Pipe shown to be abandoned need only be removed a minimum three feet clear of new utilities. Abandon-in-place shall be defined as installing plugs, or other permanent closure, and grouting where indicated. The abandon-in-place pipe will remain buried unless otherwise noted.

- C. Piping indicated on the Drawings as being removed, or any piping to be abandoned that interferes with new structures or piping, shall be excavated and removed using methods which will not disturb adjacent piping or other facilities. All pipe materials shall be subject to salvage by the OWNER as defined below.
- D. Salvage: The OWNER may desire to salvage certain items of existing equipment which are to be dismantled and removed during the course of construction. Prior to removal of any existing equipment or piping from the site of work, the Contractor shall ascertain from the OWNER whether or not the particular item or items are to be salvaged. Items to be salvaged shall be stockpiled at a location as designated by the OWNER. All other items of equipment shall be disposed of off-site by the Contractor at his own expense, in accordance with applicable laws, ordinances and regulations. All existing meters removed must be salvaged.

1.11 SUBSURFACE INVESTIGATIONS

- A. The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater condition, the character of equipment and facilities required preliminary to and during the performance of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. The prices established for the work to be done shall reflect all costs pertaining to the work. Any claims for extras based on the substrata or ground water table conditions will be disallowed.
- B. The Contractor further acknowledges that he assumes all risk contingent upon the nature of the subsurface conditions actually encountered by him in performing the work covered by the Contract, even though such actual conditions may result in the Contractor performing more or less work than he originally anticipated.
- C. The OWNER as part Report of Geotechnical Engineering Services to this Contract Document is providing subsurface and water table data as part of the information to bidders but makes no guarantee, either expressed or implied, as to their accuracy or to the accuracy of any interpretation thereof.

1.12 OBSTRUCTIONS

- A. All water pipes, storm drains, sanitary sewers, force mains, gas or other pipe, telephone or power cables or conduits and all other obstructions, whether or not shown, shall be temporarily supported across utility line excavations or relocated at the Contractor's expense. The Contractor shall be responsible for any damage to any such pipes, conduits,

or structures. Approximate locations of known water, sanitary, drainage, power and telephone installations along route of new pipelines or in the vicinity of new work are shown but must be verified in the field by the Contractor. Any discrepancies or differences found shall be brought to the attention of the ENGINEER.

1.13 PROTECTION OF PROPERTY AND EXISTING FACILITIES

- A. The CONTRACTOR shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed, and the CONTRACTOR is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping, or facilities.
- B. When potable water is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations. The CONTRACTOR shall contact and coordinate water use connections with the OWNER.
- C. If the CONTRACTOR's work disrupts or endangers any existing facilities or systems, the CONTRACTOR shall at its own expense make all necessary repairs or replacements necessary to correct the situation to the satisfaction of the ENGINEER and OWNER. Such corrective work shall progress CONTINUOUSLY to completion. The CONTRACTOR shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving WORK under this Contract.
- D. Land Monuments - The CONTRACTOR shall notify the ENGINEER of any Federal, State, County, or private land monuments encountered. When government monuments are encountered, the CONTRACTOR shall notify the ENGINEER.

1.14 PROMPT REPAIR OF DAMAGES

- A. Damages to any utilities are the responsibility of the CONTRACTOR and shall be promptly repaired at no cost to the OWNER. The CONTRACTOR will not be eligible for any delay claims ensuing from this damage.
- B. WEATHER CONDITIONS
- C. Work that may be adversely affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending named storms, the CONTRACTOR shall take necessary precautions to protect all work, materials and equipment from exposure. The OWNER reserves the right, to order that additional protection measures over and beyond those proposed by the CONTRACTOR, be taken to safeguard all components of the project. The CONTRACTOR shall not claim any compensation for such precautionary measures so ordered, nor claim any compensation from the OWNER for damage to the work from the elements of weather.

1.15 FIRE PROTECTION

- A. The CONTRACTOR shall take all necessary precautions to prevent fires at or adjacent to the work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.
- B. No new Fire Hydrants shall be installed on water lines until the lines can be pressurized and made operational.
- C. The CONTRACTOR shall notify the TOWN Fire Marshall before any existing fire hydrant can be rendered inactive by the WORK. Inactive hydrants shall be clearly marked as prescribed by the TOWN's Fire Marshall.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Inspection: The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation and reject damaged and defective items.
- B. Measurements: The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
- C. Manufacturer's Instructions: Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

END OF SECTION

01 50 00 MOBILIZATION

PART 1 - GENERAL

1.1 THE SUMMARY

- A. CONTRACTOR shall mobilize as required for the proper performance and completion of the WORK and in accordance with the Contract Documents.
- B. Mobilization includes, but is not limited to, the following items:
 - 1. Providing final Certificates of Insurance and Payment and Performance Bonds
 - 2. Applying for submitting all required information for necessary permits.
 - 3. Completing preconstruction videos and photographs
 - 4. Arranging for and erection of CONTRACTOR's Staging Area.
 - 5. Moving equipment and materials necessary for the first month of operations onto the Work Site.
 - 6. Having OSHA required notices and establishing safety programs.
 - 7. Having the CONTRACTOR's superintendent at the Site full time.
 - 8. Submitting initial submittals.
 - 9. Project coordination with the OWNER, ENGINEER, and Permitting Agencies

1.2 PAYMENT FOR MOBILIZATION

- A. Payment for mobilization shall not exceed 5% of the contract price.
- B. Payment for mobilization will be made at the lump sum bid price named on the Bid Summary form.
- C. Partial payments for mobilization will be made as follows:

Construction % Complete	Allowable % of Lump Sum For Mobilization
5	25
10	50
25	75
100	100

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 50 10 PROTECTION OF EXISTING FACILITIES

PART 1 - GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than prior to such damage or temporary relocation, all in accordance with the Contract Documents.

1.2 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: Existing utilities have been shown on the Drawings insofar as information was reasonable available; however, it is the CONTRACTOR'S responsibility to preserve all existing utilities whether shown on the plans or not. The CONTRACTOR shall protect underground Utilities and other improvements which may be impaired during construction operations, regardless of whether or not the Utilities are indicated on the Drawings. The CONTRACTOR shall take all possible precautions for the protection of unforeseen Utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. The CONTRACTOR shall be responsible for exploratory excavations as it deems necessary to determine the exact locations and depths of Utilities which may interfere with its work. All such exploratory excavations shall be performed as soon as practicable after Notice to Proceed and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's progress. When such exploratory excavations show the Utility location as shown on the Drawings to be in error, the CONTRACTOR shall so notify the ENGINEER.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the Utility.
- D. Damages to any utilities shall be promptly be repaired at the CONTRACTOR'S expense and at no additional cost to the OWNER. At the sole discretion of the OWNER, such repairs shall be repaired by the CONTRACTOR or another contractor retained by the CONTRACTOR. All repairs to existing utilities shall be in accordance with the utility owner's current standards and the repairs shall be inspected and approved by the utility owner prior to acceptance by the OWNER. Any delays ensuing from repairing damage utilities will be considered inexcusable and the OWNER will have the right to hire a contractor to repair the damage and charge the CONTRACTOR for the costs associated.
- E. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines are to be removed are encountered within the area of

operations the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

- F. Utilities to be Removed: Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing Utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such Utility or improvement in a manner satisfactory to the ENGINEER and the owner of the facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the Utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- G. OWNER's Right of Access: The right is reserved to the OWNER and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- H. Underground Utilities Indicated: Existing Utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all Utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR, unless otherwise repaired by the owner of the damaged Utility. If the owner of the damaged facility performs its own repairs, the CONTRACTOR shall reimburse said owner for the costs of repair.
- I. Underground Utilities Not Indicated: In the event that the CONTRACTOR damages existing Utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a verbal report of such damage shall be made immediately to the ENGINEER and a written report thereof shall be made promptly thereafter. The ENGINEER will immediately notify the owner of the damaged Utility. If the ENGINEER is not immediately available, the CONTRACTOR shall notify the Utility owner of the damage.
- J. Approval of Repairs: All repairs to a damaged Utility or improvement are subject to inspection and approval by an authorized representative of the Utility or improvement owner before being concealed by backfill or other work.
- K. Maintaining in Service: Unless indicated otherwise, oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be

abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.3 TREES OR SHRUBS WITHIN PROJECT LIMITS

- A. General: Except where trees or shrubs are indicated to be removed, the CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. Existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or the OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.
- B. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. Cuts over 1-1/2 inches in diameter shall be coated with a tree paint product that is waterproof, adhesive, and elastic, and free from kerosene, coal tar, creosote, or other material injurious to the life of the tree.
- C. Replacement: The CONTRACTOR shall immediately notify the jurisdictional agency and/or the OWNER if any tree or shrub is damaged by the CONTRACTOR's operations. If, in the opinion of said agency or the OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree or shrub at its own expense. The tree or shrub shall be of a like size and variety as the one damaged, or, if of a smaller size, the CONTRACTOR shall pay to the owner of said tree a compensatory payment acceptable to the tree or shrub owner, subject to the approval of the jurisdictional agency or OWNER. The size of the tree or shrub shall be not less than 1-inch diameter nor less than 6 feet in height.

1.4 LANDSCAPED AREAS

- A. Landscaped or sodded areas damaged during construction shall be repaired to match the pre-construction condition to the satisfaction of the OWNER.

1.5 NOTIFICATION BY CONTRACTOR LANDSCAPED AREAS

- A. The CONTRACTOR shall contact all existing utility companies and owners to determine the location of all existing utility lines and services not less than 3 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can be present during such work if they so desire.
 - 1. The CONTRACTOR shall contact "Sunshine State One-Call" a minimum of 48 hours in advance of any excavation. The CONTRACTOR shall provide the ENGINEER and OWNER with a copy of the ticket.

2. The CONTRACTOR shall provide written notification to owners of utilities that are not a member of Sunshine State One-Call or when utilities are located on private property a minimum of 72 hours prior to excavation.

1.6 PROTECTION OF STREET OR ROADWAY MARKERS

- A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. Survey markers or points disturbed by the CONTRACTOR shall be accurately restored after street or roadway resurfacing has been completed.

1.7 RESTORATION OF PAVEMENT

- A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. The pavement restoration requirement to match existing sections shall apply to all components of existing sections, including sub-base, base, and pavement. Temporary and permanent pavement shall conform to the requirements of the affected pavement owner. Pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions. If no such period of time is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 52 50 MAINTENANCE OF TRAFFIC PLAN

PART 1 - GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work, construct and maintain detours, provide facilities for access to residences, clubhouse, businesses, etc., along the project, furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone and shall include provisions for pedestrian and school student traffic as well as vehicular traffic.
- B. The CONTRACTOR shall not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic.
- C. **Beginning Date of Contractor's Responsibility:** Maintain traffic starting the day work begins on the project or on the first day Contract time is charged, whichever is earlier. No work shall commence without approved and constructed Traffic Control Plans in place.
- D. **Worksite Traffic Supervisor:** The CONTRACTOR shall provide a Certified Worksite Traffic Supervisor. Requirements are as follows:
 - 1. Ensure that the Worksite Traffic Supervisor is available on a 24-hour per day basis, participates in all changes to traffic control and reviews the project on a day-to-day basis.
 - 2. Ensure that the Worksite Traffic Supervisor is present to direct the initial setup of the traffic control plan and any changes. Provide the Worksite Traffic Supervisor with all equipment and materials needed to set up and maintain traffic control and handle traffic-related situations.
 - 3. Ensure that the Worksite Traffic Supervisor immediately corrects all safety deficiencies. Do not allow minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 24 hours.
 - 4. Ensure that the Worksite Traffic Supervisor is available within 45 minutes after notification of an emergency situation and is prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.

5. The TOWN may disqualify and remove from the project a Worksite Traffic Supervisor that fails to comply with the provisions of this specification. The OWNER may suspend all activities, except traffic and erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.
6. Ensure that the Worksite Traffic Supervisor performs a drive-through inspection and observes traffic flow as soon as the work zone is activated and in each subsequent phase of work as they are opened to traffic. Provide to the ENGINEER a report listing any deficiencies and proposed corrective measures.
7. Ensure that the Worksite Traffic Supervisor conducts within the limits of the project, daily daytime and weekly night time inspections within the limits of the project for projects with predominate daytime work activities and daily nighttime and weekly daytime inspections for projects with predominate nighttime work, of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.
8. Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as is deemed necessary. Submit a comprehensive weekly report to the ENGINEER and include condition of all traffic control devices (including pavement markings) being used. The inspection report shall also include assurances that pedestrians are accommodated with a safe travel path around work sites and safely separated from mainline traffic, that existing or detoured bicyclist paths and bus routes and stops are being maintained satisfactorily throughout the project limits, and that existing businesses in work areas are being provided with adequate entrances for vehicular and pedestrian traffic during business hours. The Worksite Traffic Supervisor shall sign the report and certify that all of the above issues are being handled in accordance with the Contract Documents. If deficiencies are noted, the Worksite Traffic Supervisor shall note such deficiencies and include the proposed corrective actions.

E. Traffic Control Plan:

1. The CONTRACTOR is responsible for preparing a Traffic Control Plan (TCP) to be signed and sealed by a licensed Florida ENGINEER competent and trained in the preparation of a TCP. The TCP shall meet the requirements of the MUTCD Part VI, the ENGINEER, and the following jurisdictional agencies.
 - a. Town of Surfside
 - b. Miami-Dade County Department of Transportation and Public Works
2. The CONTRACTOR shall be responsible for contacting and coordinating with all emergency services from the TOWN and Miami-Dade County and notifying them of road closures, detours, and other elements of the TCP and WORK that may impact emergency services from access.

- F. **Standards:** FDOT Design Standards (DS) are the minimum standards for the use in the development of all traffic control plans. The MUTCD Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

- G. The CONTRACTOR shall provide sufficient time in the construction schedule to develop and obtain approval for each TCP.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXECUTION

- A. **Maintenance of Roadway Surfaces:** Maintain all lanes that are being used for the maintenance of traffic, including those on detours and temporary facilities, under all weather conditions. Keep the lanes free of dust, dirt, muck, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

- B. Traffic Lanes:
 - 1. The CONTRACTOR shall provide continuous access for all residents to and from their homes.
 - 2. If required to complete the WORK, the CONTRACTOR may close a roadway to thru traffic. However, access to residents and emergency vehicles shall be maintained at all times.
 - 3. During all non-construction hours, the CONTRACTOR shall adequately mark and secure the WORK area to ensure the safety of residents and vehicular traffic.

- C. **Crossings and Intersections:** Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the ENGINEER. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the Contract. Restore any loss of detection within 12 hours. Use only detection technology approved by the ENGINEER to restore detection capabilities. Before beginning any construction, provide the ENGINEER a plan for maintaining detection devices for each intersection and the name(s) and phone numbers of persons that can be contacted when signal operation malfunctions.

- D. **Access for Residences and Businesses:** Provide continuous access to all residences and all places of business, residences and clubhouses.

- E. **Protection of the Work from Injury by Traffic:** Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.
- F. **Use of High Visibility Safety:** Provide personnel with appropriate high visibility safety garments. Ensure that these garments be worn whenever the workers are within 15 feet of the edge of the travel way and during nighttime operations. Workers operating machinery or equipment in which loose clothing could become entangled during operation shall be required to wear appropriate high visibility clothing that will not be subject to entanglement such as orange shirts or jackets. Require CONTRACTOR personnel to wear reflective orange vest/garment during nighttime operations.
- G. **Existing Pavement Markings:** Where a detour changes the lane use or where normal vehicle paths are altered during construction, remove all existing pavement markings that will conflict with the adjusted vehicle paths. Do not overpaint. Remove existing pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Remove all pavement markings that will be in conflict with “next phase of operation” vehicle paths as described above, before opening to traffic.
- H. Detours:
1. General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge, or wherever construction operations block the flow of traffic.
 2. Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.
 3. Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.
 4. Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Restore the area used for detours to a condition equal to or better than existed before beginning of construction. Take ownership of all materials from the detour and remove them.
 5. Detours Over Existing Roads and Streets: When the TCP specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.
- I. Traffic Control Officer:

1. Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when traffic control in a signalized intersection is necessary when signals are not in use.

J. Driveway Maintenance:

1. General: Ensure that each residence and or business has safe, stable, and reasonable access.
2. Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use. As permanent driveway construction is accomplished at a particular location, the CONTRACTOR may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

K. Temporary Traffic Control Devices:

1. Installation and Maintenance: Install and maintain adequate traffic control devices, warning devices and barriers to protect the traveling public and workers, and to safeguard the work area. Erect the required traffic control devices, warning devices and barriers to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing. Immediately remove, turn or cover any devices or barriers that do not apply to existing conditions.
2. Notify the ENGINEER of any scheduled operation, which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit his review of the plan for the proposed installation of traffic control devices, warning devices or barriers.
3. Ensure an employee is assigned the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the Contract. Keep the ENGINEER advised at all times of the identification and means of contacting this employee on a 24-hour basis.
4. Keep traffic control devices, warning devices, safety devices and barriers in the correct position, properly directed, clearly visible and clean, at all times. Immediately repair, replace or clean damaged, defaced or dirty devices or barriers.

L. **Work Zone Signs:** Provide signs in accordance with the approved TCPs and Design Standards.

M. **Warning/Channelizing Devices:** Furnish warning/channelizing devices in accordance with the approved TCPs and Design Standards.

N. **Reflective Collars for Traffic Cones:** At night use cone collars, designed to properly fit the taper of the cone when installed. Place the upper 6 inches collar a uniform 3 1/2-inch distance from the top of the cone and the lower 4-inch collar a uniform 2-inch distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being

removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide white sheeting having a smooth outer surface and that essentially has the property of a retroreflector over its entire surface.

- O. **Barrier Wall (Temporary):** Furnish, install, maintain, remove and relocate a temporary barrier wall in accordance with the approved TCPs.
- P. **Glare Screen (Temporary):** Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier wall at locations identified in the approved TCPs. Ensure the anchorage of the glare screen to the barrier is capable of safely resisting an equivalent tensile load of 600 lb/ft of glare screen, with a requirement to use a minimum of three fasteners per barrier section. When glare screen is utilized on temporary barrier wall, warning lights will not be required.
- Q. **Advance Warning Arrow Panel:** Furnish advance warning panel in accordance with the plans and Design Standards approved TCPs
- R. **Temporary Traffic Control Signals:** Furnish, install and operate temporary traffic control signals as indicated in approved TCPs. Temporary traffic control signals will consist of either portable or fixed traffic signals. Provide certification that the portable traffic signals meet the requirements of the Design Standards. The ENGINEER may approve used signal equipment if it is in acceptable condition.
- S. Work Zone Pavement Marking:
 - 1. Description: Furnish and install Work Zone Pavement Markings for maintenance of traffic in construction areas as required. Measure the reflectivity of white and yellow stripes in accordance with Florida Method FM 5-541. Re-stripe anytime the reflectivity falls below the final values shown in FM 5-541. Use only pavement marking materials that do not contain any lead or chromium compounds.
 - 2. Where the existing roadway has pavement markings, centerlines, lane lines, edge lines, stop bars and turn arrows in work zones will be required in accordance with the MUTCD with the following additions:
 - a. Apply Work Zone Pavement Markings, including arrows and messages as determined by the ENGINEER or permitting agencies to be required for the safe operation of traffic. Channelizing devices may be used to direct traffic during the day before placing the Work Zone Pavement Markings.
 - b. Work Zone Pavement Markings shall be designated in the approved TCPs as removable or non-removable.

END OF SECTION

01 53 00 HURRICANE PREPAREDNESS

PART 1 - GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR is responsible for having plans for protection of the WORK site during hurricanes and shall prepare and submit a Hurricane Preparedness Plan prior to any construction activity and mobilization.
- B. The Hurricane Preparedness Plan shall be submitted to the ENGINEER and the OWNER at the Preconstruction Meeting for approval and shall include the following:
 - 1. Items and equipment that must be removed from the WORK site.
 - 2. Methods and materials that will be utilized to secure the materials and WORK site.
 - 3. Methods and materials that will be utilized to protect uncompleted WORK items.
 - 4. Plan for maximizing traffic lanes for evacuation.
 - 5. Items that must commence at the time of hurricane watch in order to be completed prior to evacuation.
- C. When the National Weather Service issues a Hurricane Watch for Broward, Miami-Dade, or Palm Beach County, the CONTRACTOR shall begin preparations to implement the Hurricane Preparedness Plan. When the National Weather Service issues a Hurricane Warning for Miami-Dade County, the CONTRACTOR shall immediately implement the Hurricane Preparedness Plan.
- D. The cost of preparing and implementing the Hurricane Preparedness Plan shall be the responsibility of the CONTRACTOR. Hurricane watch and warning will be grounds for contract time extensions.

1.2 CONTRACTOR SUBMITTALS

- A. Submittals of the Hurricane Preparedness Plan shall be in accordance with Section 01300 Contractor Submittals

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 55 00 SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.1 ROADWAY LIMITATIONS

- A. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK.
- B. It shall be the CONTRACTOR's responsibility to determine the maximum loads, height, and size of trucks on the existing access roads to the Site for delivery of equipment and parts.

1.2 TEMPORARY ACCESS

- A. General: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300-feet shall be provided. The CONTRACTOR shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.
- B. Temporary Bridges: Wherever necessary, to maintain vehicular crossings, the CONTRACTOR shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the CONTRACTOR shall secure the written consent of the responsible individuals or authorities to omit such temporary bridges or steel plates, which written consent shall be delivered to the ENGINEER prior to excavation. Such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the CONTRACTOR shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.
- C. Street Use: Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder, and it shall conduct its operations to not interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the ENGINEER and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the ENGINEER or the agency having jurisdiction over the street or

highway. Fire hydrants on or adjacent to the WORK shall be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of gutters, storm drain inlets, and other drainage facilities.

- D. Traffic Control: Traffic control shall be provided by CONTRACTOR as specified in Specification 01 52 50 – Maintenance of Traffic Plan
- E. Temporary Driveway Closure: The CONTRACTOR shall notify the owner or occupant (if not owner-occupied) of the closure of the driveways to be closed at least 3 working days prior to the closure. The CONTRACTOR shall minimize the inconvenience and minimize the time period that the driveways will be closed. The CONTRACTOR shall fully explain to the owner/occupant how long the closure will take and when closure will start.

1.3 CONTRACTOR'S WORK AND STORAGE AREA

- A. The CONTRACTOR shall make its own arrangements for any necessary off-Site storage or shop areas necessary for the proper execution of the WORK.
- B. The CONTRACTOR'S staging areas shall be kept in a clean and orderly fashion at all times. The areas will be sloped to drain off all storm runoff. The entrance to the storage areas shall be constructed in accordance with the drawings with a drainage pipe to protect the swale and an entrance driveway of 6 inches of crushed stone road base laid on suitable geotextile (filter fabric). Sediment control traps shall be positioned so as to ensure that downstream catch basins and drains are protected from runoff containing silt from the temporary areas. A sedimentation trap can be constructed by either excavating below grade or building an embankment across a swale and an open-channel spillway provided. Silt fence shall be provided around all central storage areas, limerock and central soil stockpiles.
- C. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK.
- D. For the purpose of this paragraph, hazardous materials to be stored in the separate area are products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, 2 part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
 - 1. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
 - 2. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.

3. The CONTRACTOR shall obtain and submit to the ENGINEER a single EPA number for wastes generated at the Site.
4. The separate storage area shall meet the requirements of authorities having jurisdiction over the storage of hazardous materials. Such authorities include the TOWN, Florida Department of Environmental Protection, and DERM.
5. Hazardous materials that are delivered in containers shall be stored in the original containers until use. Hazardous materials delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 EXPLOSIVES AND BLASTING

- A. The use of explosives to accomplish any of the Work will not be permitted.

1.2 DUST ABATEMENT

- A. The CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the ENGINEER, and the TOWN. No separate payment will be allowed for dust abatement measures and all costs thereof shall be included in the Contractor's bid price. The Contractor shall control dust and sedimentation and provide abatements measures in accordance with rules, regulations and TOWN Ordinances.
- B. All disturbed areas, unpaved streets, roads, parking areas, detours, or haul-roads used in the construction or storage areas must utilize approved dust-preventive treatment or periodically apply water to prevent dust as practical, and as directed by the ENGINEER or TOWN. Applicable environmental regulations for dust prevention shall be strictly enforced.

1.3 RUBBISH CONTROL

- A. During the progress of the WORK, the Contractor shall keep the site of the WORK and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads and storage areas free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.
- B. The Contractor shall furnish and pay for disposal of waste to include garbage and construction and demolition debris in accordance with applicable TOWN codes and exclusive solid waste franchise agreements. All solid waste containers and roll-offs shall be provided in accordance with the TOWN of Surfside requirements and exclusive solid waste franchise agreements. All solid waste containers and roll-offs within the TOWN of

Surfside for garbage shall be provided by Waste Management or in accordance with subsequent agreements; construction and demolition debris in the TOWN shall be provided by any of the following four (4) haulers: All Service Refuge, Waste Management, Choice Environmental or Southern Waste Systems or in accordance with subsequent agreements.

1.4 CHEMICALS

- A. All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, paint, fuel, solvent or reactant of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. The handling, storage, use and disposal of all such chemicals and disposal of residues shall be in strict accordance with all applicable rules and regulations of Federal, State and local jurisdictional agencies and the printed instructions of the manufacturer and all regulatory requirements. Copies of antidote literature and a supply of antidotes shall be kept at the storage site and at the Contractor's job site office.

1.5 NOISE CONTROL

- A. Noise resulting from the Contractor's work shall not exceed the noise levels and other requirements stated in local ordinances. The Contractor shall be responsible for curtailing noise resulting from its operation. He shall, upon written notification from the ENGINEER, TOWN or the TOWN noise control officers, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill requirements.

1.6 PRECAUTIONS DURING ADVERSE WEATHER

- A. During adverse weather, and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other acceptable means. The Contractor shall be responsible for all changes caused by adverse weather.
- B. The ENGINEER or TOWN may suspend construction operations at any time when, in its judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather conditions may be, in any season.

1.7 HURRICANE AND STORM WARNINGS

- A. The Contractor shall take all precautions necessary to protect the job site during hurricane and storm watches and warnings as outlined in Specification 01 53 00 - Hurricane Preparedness.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 60 00 PRODUCTS, MATERIAL, EQUIPMENT, AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DEFINITIONS

- A. The word "Products," as used in the Contract Documents, is defined to include purchased items for incorporation into the WORK, regardless of whether specifically purchased for the project or taken from CONTRACTOR's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form WORK. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying, and erection of the WORK.

1.2 QUALITY ASSURANCE

- A. **Source Limitations:** To the greatest extent possible for each unit of WORK, the CONTRACTOR shall provide products, materials, and equipment of a singular generic kind from a single source.
- B. **Compatibility of Options:** Where more than one choice is available as options for CONTRACTOR's selection of a product, material, or equipment, the CONTRACTOR shall select an option which is compatible with other products, materials, or equipment. Compatibility is a basic general requirement of product, material and equipment selections.

1.3 PRODUCT DELIVERY AND STORAGE

- A. The CONTRACTOR shall deliver and store the WORK in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Site and overcrowding of construction spaces. In particular, the CONTRACTOR shall ensure coordination to ensure minimum holding or storage times for flammable, hazardous, easily damaged, or sensitive materials to deterioration, theft, and other sources of loss.

1.4 TRANSPORTATION AND HANDLING

- A. Products shall be transported by methods to avoid damage and shall be delivered in undamaged condition in manufacturer's unopened containers and packaging.
- B. The CONTRACTOR shall provide equipment and personnel to handle products, materials, and equipment [including those furnished by OWNER,] by methods to prevent soiling and damage.
- C. The CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

1.5 STORAGE AND PROTECTION

- A. Products shall be stored in accordance with manufacturer's written instructions and with seals and labels intact and legible. Sensitive products shall be stored in weather-tight climate-controlled enclosures and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's recommendations.
- B. For exterior storage of fabricated products, products shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering and ventilation shall be provided to avoid condensation.
- C. Loose granular materials shall be stored on solid flat surfaces in a well-drained area and shall be prevented from mixing with foreign matter.
- D. Storage shall be arranged to provide access for inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.
- E. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

1.6 MAINTENANCE OF PRODUCTS IN STORAGE

- A. Stored products shall be periodically inspected on a scheduled basis. The CONTRACTOR shall maintain a log of inspections and shall make the log available on request.
- B. The CONTRACTOR shall comply with manufacturer's product storage requirements and recommendations.
- C. The CONTRACTOR shall maintain manufacturer-required environmental conditions continuously.
- D. The CONTRACTOR shall ensure that surfaces of products exposed to the elements are not adversely affected and that weathering of finishes does not occur.

- E. For mechanical and electrical equipment, the CONTRACTOR shall provide a copy of the manufacturer's service instructions with each item and the exterior of the package shall contain notice that instructions are included.
- F. Products shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document prior to final acceptance by the OWNER in accordance with the Contract Documents.

1.7 PROPOSED SUBSTITUTIONS OR "OR-EQUAL" ITEM

- A. The CONTRACTOR'S bid price shall include materials or equipment meeting the specifications. Proposed substitutions will only be considered following award of the Contract as described herein.
- B. Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equal" indicating that a substitution is permitted, materials or equipment of other manufacturers may be accepted if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:
 - 1. The burden of proof as to the type, function, and quality of any such substitution product, material or equipment shall be upon the CONTRACTOR.
 - 2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitution and the ENGINEER's decision shall be final.
 - 3. The ENGINEER may require the CONTRACTOR to furnish additional data about the proposed substitution.
 - 4. The OWNER may require the CONTRACTOR to furnish a special performance guarantee or other surety with respect to any substitution.
 - 5. Acceptance by the ENGINEER of a substitution item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitution.
 - 6. The CONTRACTOR shall pay all costs of implementing accepted substitutions, including redesign and changes to WORK necessary to accommodate the substitution.
- C. The procedure for review by the ENGINEER will include the following:
 - 1. Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is: equal or better to that specified; that such item will fit into the space allocated; that such item affords comparable ease of operation, maintenance and

service; that the appearance, longevity and suitability for the climate are comparable; that by reason of costs savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in OWNER'S interest and will in no way detrimentally impact the project schedule. The burden of proof that such an item offered is equal in all respects to that specified shall be CONTRACTOR'S.

2. If the CONTRACTOR wishes to provide a substitution item, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form." A copy of this form is attached to the end of this Specification. Following award of contract, an electronic copy of the Substitution Request Form will be provided to the CONTRACTOR.
 3. Unless otherwise provided by law or authorized in writing by the ENGINEER, the "Substitution Request Form(s)" shall be submitted within the 20-day period after award of the Contract. After the end of the 20-day period, substitutions will only be considered in the case of the product being unavailable.
 4. Wherever a proposed substitution item has not been submitted within said 20-day period, or wherever the submission of a proposed substitution material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide the material or equipment indicated in the Contract Documents.
 5. The CONTRACTOR shall certify by signing the form that the list of paragraphs on the form are correct for the proposed substitution.
 6. The ENGINEER will evaluate each proposed substitution within a reasonable period of time, not to exceed 14 days.
 7. As applicable, no shop drawing submittals shall be made for a substitution item nor shall any substitution item be ordered, installed, or utilized without the ENGINEER'S prior written acceptance of the CONTRACTOR'S "Substitution Request Form."
 8. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes by the CONTRACTOR in the Contract Documents occasioned thereby.
- D. The CONTRACTOR's application shall address the following factors which will be considered by the ENGINEER in evaluating the proposed substitution:
1. Complete data substantiating compliance of proposed substitution with the requirements of the Contract Documents, including:
 - a. Product identification, including manufacturer's name and address and model number of products
 - b. Manufacturer's literature, identifying

- 1) Product description
 - 2) Reference Standards
 - 3) Performance, testing, and relevant engineering data
- c. Samples, if applicable
- d. List two similar projects where substitution was utilized. Provide the following information for each project:
- 1) Contact person name and phone number. Contact should be able to provide information on the use of the product.
 - 2) Location of installation
 - 3) Date of installation
 - 4) Quantity installed
 - 5) Scope and description of project
2. Whether the evaluation and acceptance of the proposed substitution will prejudice the CONTRACTOR's achievement of Substantial Completion on time.
 3. Whether acceptance of the substitution for use in the WORK will require a change in any of the Contract Documents to adapt the design to the proposed substitution.
 4. Whether incorporation or use of the substitution in connection with the WORK is subject to payment of any license fee or royalty.
 5. Whether all variations of the proposed substitution from the items originally specified are identified.
 6. Whether available maintenance, repair, and replacement service are indicated. The manufacturer shall have a local service agency (within 50 miles of the site) which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 7. Whether an itemized estimate is included of all additional costs and cost savings that will result directly or indirectly from acceptance of such substitution, including cost of redesign; claims of other contractors affected by the resulting change; and any licensing fee or royalties.
 8. Whether the proposed substitute item meets or exceeds the experience and/or equivalency requirements listed in the appropriate technical specifications.

- E. In the making the formal request for substitution, the CONTRACTOR represents that:
1. The substitution has been investigated and it has been determined that is equal to or superior in all respects to the specified product.
 2. The CONTRACTOR will provide the same warranties and bonds for the substitution as the product specified
 3. The substitution will be coordinated into the installation of the WORK and any required changes to complete the WORK in all respects as a result of the substitution will be made by the CONTRACTOR at no additional cost to the OWNER.
 4. The CONTRACTOR waives claims for additional cost caused by the substitution, which may subsequently become apparent.
 5. All cost data provided is complete and accurate.
- F. Without any increase in cost to the OWNER, the CONTRACTOR shall be responsible for and pay all costs in connection with proposed substitutions and of inspections and testing of equipment or materials submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK, whether or not the ENGINEER accepts the proposed substitution or proposed equipment or material. The CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitution.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 77 00 PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 REQUIREMENT's INCLUDED

- A. Comply with requirements stated in the Contract Documents and in the Specifications for administrative procedures in closing out the Work.
- B. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK, all rubbish, unused materials, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily performed the final cleanup of the Site.

1.2 SUBSTANTIAL COMPLETION

- A. Approximately two (2) weeks before CONTRACTOR considers the Work will be Substantially Complete, the CONTRACTOR shall submit to the ENGINEER:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.
- C. Should the ENGINEER determine that the Work is not Substantially Complete:
 - 1. The ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons therefor.
 - 2. CONTRACTOR shall remedy the deficiencies in the Work and send a second written notice of substantial completion to the ENGINEER.
 - 3. The ENGINEER will re-inspect the Work.
- D. When the ENGINEER finds that the Work is Substantially Complete, the ENGINEER will:
 - 1. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the Work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.
 - 2. Request the CONTRACTOR to initiate closeout submittals.

1.3 FINAL CLEANUP

- A. When CONTRACTOR considers the Work is complete, the CONTRACTOR shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the OWNER'S representative and are operational.
 - 5. Work is completed and ready for final inspection.
- B. The ENGINEER will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the ENGINEER consider that the Work is incomplete or defective:
 - 1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
 - 2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the Work is complete.
 - 3. The ENGINEER will re-inspect the Work.
- D. When the ENGINEER finds that the Work is acceptable under the Contract Documents, the ENGINEER shall request the CONTRACTOR to complete any remaining closeout submittals.
- E. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily performed the final cleanup of the Site.

1.4 RE-INSPECTION FEES

- A. Should the ENGINEER perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:
 - 1. OWNER will compensate the ENGINEER for such additional services.
 - 2. OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Maintenance stock items; spare parts; special tools.
- C. Certificate of Insurance for Products and Completed Operations.

1.6 CLOSEOUT TIMETABLE

- A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.7 FINAL ADJUSTMENTS OF ACCOUNTS

- A. Submit a final statement of accounting to the ENGINEER.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Allowances
 - c. Unit Prices
 - d. Deductions for uncorrected Work
 - e. Penalties and Bonuses
 - f. Deductions for re-inspection payments
 - g. Deductions for liquidated damages
 - h. Other adjustments
 - 3. Total Contract Sum, as adjusted
 - 4. Previous payments
 - 5. Sum remaining due
- C. ENGINEER will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.8 FINAL SUBMITTALS

- A. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:
 - 1. Written guarantees, where required.
 - 2. Technical Manuals and instructions.
 - 3. New permanent cylinders and key blanks for all locks.
 - 4. Maintenance stock items; spare parts; special tools.
 - 5. Completed record drawings.
 - 6. Bonds for maintenance, as required.
 - 7. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
 - 8. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.9 MAINTENANCE AND GUARANTEE

- A. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in the Contract Documents.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the CONTRACTOR shall have obtained a statement in writing from the affected private owner or public agency releasing the OWNER from further responsibility in connection with such repair or resurfacing.
- C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the CONTRACTOR and its surety shall be liable to the OWNER for the cost thereof.

1.10 BOND

- A. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in the Contract Documents.

1.11 FINAL APPLICATION FOR PAYMENT

- A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Contract for Construction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 77 10 CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Perform cleaning, during progress of Work, and at completion of Work, as required by General Conditions.

1.2 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

1.3 GOOD "HOUSEKEEPING" PRACTICES

- A. Contractor shall maintain good housekeeping practices throughout the duration of the project.
- B. If the TOWN is dissatisfied with the cleanliness of the site, a written notice to improve cleanliness with specific instructions for improvement may be issued. If the Contractor does not improve cleanliness to the satisfaction of the TOWN, payment may be denied and a separate contractor may be hired to complete Dust Control and Clean-up operations. Denied payments and cost of independent contractor will be subtracted from the lump-sum amount for this pay item and from the retainage amount if necessary, through a change order.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use only those cleaning materials which do not create hazards to health or property and which do not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. Perform periodic cleaning to keep Work, site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

- B. Provide on-site containers for collection of waste materials, debris, and rubbish.
- C. Remove waste materials, debris, and rubbish from site daily and dispose of at legal disposal areas away from site.

3.2 DURING CONSTRUCTION

- A. Employ skilled personnel for final cleaning.
- B. Broom clean exterior paved surfaces and rake clean other surfaces of grounds.
- C. Wash and shine glazing and mirrors.
- D. Polish glossy surfaces to clear shine
- E. Ventilating Systems:
 - 1. Clean permanent filters and replace disposable filters if units were operated during construction.
 - 2. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - 3. Upon completion, provide two spare sets of filters to the OWNER.
- F. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- G. Before Final Completion, or OWNER occupancy, conduct inspection of sight-exposed interior and exterior surfaces, and all Work areas, to verify Work is clean.
- H. Remove paving materials and clean all castings, existing and new after final paving is completed.
- I. Clean all drainage structures and drainage components which may have received construction runoff, debris, and contaminants during construction operations.
- J. Maintain cleaning until acceptance and occupation by the OWNER.

END OF SECTION

01 77 20 AS-BUILT DOCUMENTS

PART 1 - GENERAL

1.1 THE SUMMARY

- A. CONTRACTOR shall maintain and provide the ENGINEER with record documents as specified below, except where otherwise specified.

1.2 MAINTENANCE OF DOCUMENTS

- A. Maintain in CONTRACTOR'S field office in clean, dry, legible condition complete sets of the following: Drawings, Specifications, Addenda, approved Shop Drawings, Samples, photographs, Change Orders, other modifications of Contract Documents, test records, survey data, Field Orders, and all other documents pertinent to CONTRACTOR'S Work.
- B. Provide files and racks for proper storage and easy access. File in accordance with filing format of Construction Specification Institute (CSI), unless otherwise approved by ENGINEER.
- C. Make documents available at all times for inspection by ENGINEER and OWNER.
- D. As-built documents shall not be used for any other purpose and shall not be removed from the CONTRACTOR'S office without ENGINEER'S approval.

1.3 MARKING SYSTEM:

- A. Provide colored pencils or felt tipped pens for marking changes, revisions, additions and deletions, to the record set of Drawings. Use following color code unless otherwise approved by the ENGINEER:
 - 1. Process and Mechanical: Red
 - 2. Other Printer Notations: Black

1.4 RECORDING

- A. Label each document "PROJECT AS-BUILTS" in 2-inch high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any Work until required information has been recorded.
- D. Drawings: Mark-up actual installations, which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing the as-built condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at the corresponding location on the contract drawings. Mark-up new

information, which is recognized to be of importance to the OWNER, but was not shown on either the contract drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date. Note related change order numbers where applicable. Organize as-built drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, date and other identification of the cover of each set. The following minimum information shall be included, as applicable:.

1. Depths of various elements of foundation in relation to datum.
 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 3. Location of internal utilities and appurtenances Concealed in construction referenced to visible and accessible features of structure.
 4. Field changes of dimensions and details.
 5. Changes made by Change Order or Field Order.
 6. Details not on original Drawings.
 7. Information to be shown for potable water mains, reuse water mains, and sanitary force mains shall include the location of valves, tees, bends and crosses dimensioned to the baseline survey or monument, including the station and offset. Elevations at top of pipe shall be provided every 50' and at locations where design elevations were shown on the plans. For situations where the pipeline is being adjusted to avoid conflicts with other utilities (less than 50' in total length), then elevations shall be provided at the beginning of the deflection (i.e. the first bend), middle of the deflection (i.e. the point where the conflict would have occurred with the utility), and the end of the deflection (i.e. the last bend).
 8. Information to be shown for gravity sanitary sewer mains shall include invert elevations at manholes.
 9. Information regarding all trenchless technologies horizontal and vertical location including bore/jacking, micro tunneling, and directional drilling. All as-built drawings shall show the geometry, horizontal, and vertical location of the directional drill path including the starting point, end point, and resulting curvatures.
- E. Specifications and Addenda: Legibly mark up each Section to record:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Change Order or Field Order.

3. Other matters not originally specified.

1.5 SUBMITTAL

- A. Upon Substantial Completion of the Work, deliver record drawings to ENGINEER. Final payment will not be made until satisfactory "as-built" drawings are received by ENGINEER.
- B. Accompany submittal with transmittal letter containing:
 1. Date
 2. Project Title and Number
 3. CONTRACTOR's name and address
 4. Title and number of each record drawings
 5. Certification that each document as submitted is complete and accurate
 6. Signature of CONTRACTOR, or his/her authorized representative
- C. Final Surveys - The CONTRACTOR shall provide the ENGINEER with two signed and sealed copies by a registered land surveyor and a CD of the final survey in a digital format compatible with Auto CAD 2019 software.
- D. CADD Files -The CONTRACTOR shall provide a CD of the "as-built" drawings in a digital format compatible with AutoCAD 2019 software.
- E. The CONTRACTOR must submit partial plot files or hard copies of As-Built drawings showing completed work with each partial payment requisition.
- F. The CONTRACTOR shall be held responsible for the accuracy of such data and shall bear any costs incurred in finding utilities as a result of incorrect data furnished by the CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 77 40 PERMITS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Where permits have been obtained for this Project, copies will be appended at the rear of the Specifications.
- B. The Contractor shall be familiar with, and comply with, all requirements of these permits.
- C. The Contractor's particular attention is called to any Special Conditions of the permits relating to construction procedures, excavation and backfill requirements, open trench restrictions, turbidity control and all other general and special conditions, including flowable fill and pavement details. In the event any of the conditions of the permits are in conflict with the requirements of these Specifications, the more stringent conditions shall take precedence. The Contractor is to conform to all regulations of the governmental agencies having jurisdiction over this work, whether or not included in the permit.
- D. Any deviations from the Plans, Specifications or permits appended thereto, must first be approved by the Engineer even if approval for the change has been given by the permitting agency.
- E. The Contractor shall assume throughout the life of the Contract all obligations and responsibilities imposed on TOWN or other AHJ as permittee of the above-mentioned permits. All expenses necessary for compliance with the regulations and requirements of each permitting agency and its permit shall be borne by the Contractor and shall be included in the overall bid price.
- F. All surveying required by the Project permits shall be done by the Contractor's Florida Registered Surveyors and Mapper. This includes staking out limits of construction, maintaining baselines and preparing monthly as-builts.

1.2 PERMITS BY TOWN

- A. The ENGINEER will obtain permits on behalf of the TOWN from the following agencies:
 - 1. Class II Water Control Permit – Miami-Dade County Water Control Division
 - 2. Drainage Well Permit – Florida Department of Environmental Protection
- B. The CONTRACTOR will obtain permits on behalf of the TOWN from the following agencies:
 - 1. Class V Dewatering Permit - Miami-Dade County Water Control Division
- C. Copies of these permits will be provided to the CONTRACTOR following award. The CONTRACTOR shall keep copies of these permits on the project site at all times.

D. The CONTRACTOR shall identify and make sure all the necessary permits and licenses are in place prior to the commencement of the WORK. The following table presents a list of state and local organizations and some of the permits that they administer. This list is for reference only and it shall be the CONTRACTOR'S responsibility to identify and obtain all required permits.

AGENCY	PERMIT
Miami-Dade County Department of Environmental Resources (DERM) 111 NW 1st Street Miami, FL 33128 (305)-375-2877	<ul style="list-style-type: none"> • Class II • Class V
Town of Surfside 9293 Harding Avenue Surfside, FL 33154 (954)-457-1607	<ul style="list-style-type: none"> • Public Works Permit
South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406 (561)-686-8800	<ul style="list-style-type: none"> • Form 0445 Mining/Dewatering Permit
Florida Department of Environmental Protection 3900 Commonwealth Boulevard Tallahassee, Florida 32399 (850)-245-2118	<ul style="list-style-type: none"> • Drainage Well Permit

1.3 PERMIT FEES

- A. The OWNER shall be responsible for all permitting fees except for the permits obtained by the ENGINEER as identified in Part 1.2.A.
- B. The CONTRACTOR shall be responsible for posting the required security deposit with the TOWN prior to initiating work within TOWN Right of Way.

- C. The cost of any fees such as impact fees, inspection fees, etc. and the cost of all required permits shall be borne by the OWNER. The CONTRACTOR shall pay the required fees, obtain the permit(s) and then upon submission of proof of cost to the OWNER, be reimbursed for said cost out of the Approved Permit Fee Reimbursement Item. This shall apply only to required permits and fees. Permits obtained or fees paid for the advantage of the CONTRACTOR or non-required permits obtained for whatever reason shall not be reimbursed. The necessity or non-necessity of a permit or fee shall be determined by the ENGINEER whose word shall be final. As specified in Part 1.1.E, all costs of compliance with the permit(s) shall be borne by the CONTRACTOR and included in the bid price.

1.4 PERMITTING MEETINGS

- A. The CONTRACTOR shall schedule, coordinate and attend all meetings as required for applying for and obtaining all required permits.

1.5 PERMITTING SUBMITTALS

- A. Within 45 days of the date of the NTP, the CONTRACTOR shall apply for and submit all required documentation including shop drawings and calculations, in full and complete, to obtain all permits required by Laws and Regulation from the agencies having jurisdiction.
- B. The CONTRACTOR shall apply for permits and respond to permitting agencies questions and requests for additional information and respond to comments within ten (10) days of receipt from permitting agencies. Within seven (7) days of receipt of permits, the CONTRACTOR shall submit one (1) copy to the ENGINEER and one (1) copy to the OWNER.
- C. The CONTRACTOR shall obtain all required permits with 120 calendar days of the NTP.

1.6 PERMIT REQUIREMENTS

- A. The CONTRACTOR shall obtain proof of satisfaction of conditions of permit from each agency prior to acceptance of WORK by the TOWN. The CONTRACTOR shall furnish one (1) copy of proof to the ENGINEER and one (1) copy to the OWNER.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

DIVISION 02 – EXISTING CONDITIONS (NOT USED)

DIVISION 03 – CONCRETE

03 60 00 GROUTING

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall provide grout, complete and in place, in accordance with the Contract Documents
- B. The following types of grout are covered in this Section:
 - 1. Cement Grout
 - 2. Non-Shrink Grout - Class I (cement-based)
 - 3. Non-Shrink Grout - Class II (cement-based)
 - 4. Non-Shrink Epoxy Grout
 - 5. Epoxy Anchor Grout for Post Installed Adhesive Anchors
 - 6. Topping Grout and Concrete/Grout Fill
 - 7. Structural Repair Grout

1.2 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with Specification 01 33 00 - Contractor Submittals.
 - 1. Certified testing lab reports for tests indicated herein.
 - 2. Test results and service report from the field tests and the demonstration and training session verifying the requirements indicated herein.
 - 3. Certifications that grouts used on the project contain no chlorides or other chemicals that cause corrosion.
 - 4. Manufacturer's literature containing instructions and recommendations on the mixing, handling, placement, curing, and appropriate uses for each type of grout used in the

WORK, and location of use. The current ICC-ES or IAPMO-UES report shall be submitted for all epoxy anchor grouts for adhesive anchors.

5. Manufacturer's certification that its non-shrink grout does not contain aluminum, zinc, or magnesium powders as a method of expansion.
6. Submit manufacturer's written warranty as indicated herein.
7. Name and telephone number of grout manufacturer's representative who will give on-Site service. The representative shall have at least one year of experience with the indicated grouts.

1.3 QUALITY ASSURANCE

A. Field Tests

1. Compression test specimens will be taken from the first placement of each type of grout, and at intervals thereafter selected by the ENGINEER. The specimens will be made by the ENGINEER or its representative
2. Compression tests and fabrication of specimens for cement grout and cement based non-shrink grout will be performed in accordance with ASTM C 1107 – Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink), at intervals during construction selected by the ENGINEER. As a minimum, a set of 3 specimens will be made for testing at 7 Days, 28 Days, and each additional time period as appropriate.
3. Compression tests and fabrication of specimens for epoxy grouts will be performed in accordance with ASTM C 579 – Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes, Method B, at intervals during construction selected by the ENGINEER. A set of 3 specimens will be made for testing at 7 Days and each earlier time period as appropriate.
4. The cost of laboratory tests on grout will be paid by the OWNER except where test results show the grout to be defective. In such case, the CONTRACTOR shall pay for the tests, removal and replacement of Defective Work, and re-testing, all as part of the WORK.
5. The CONTRACTOR shall assist the ENGINEER in obtaining specimens for testing and shall furnish materials necessary for fabricating the test specimens.

B. Pre-Installation Demonstration and Training

1. Cement and Epoxy-Based Non-Shrink Grouts

- a. The grout manufacturer shall give a demonstration and training session for the cement based non-shrink and epoxy grouts to be used on the project, before any installation of grout is allowed.
 - b. Training session shall use a minimum of 5 bags of cement-based non-shrink class I grout mixed to fluid consistency. Tests shall be conducted for flow cone and bleed tests. Six cubes for testing at 1, 3, and 28 Days shall be made. The remaining grout shall be placed, and curing may be initiated on actual project placements such as baseplates and tie holes to provide on-the-job training for the CONTRACTOR and ENGINEER. The CONTRACTOR employees who will be doing the grouting shall participate in this training and demonstration session. The training session shall include methods for curing the grout.
 - c. The manufacturer shall mix enough cement-based non-shrink class II grout for a minimum of 15 tie holes and shall train the CONTRACTOR'S employees in how to perform the WORK and cure the grout. The CONTRACTOR shall have the employees assisting in the mixing and sealing of the tie holes.
 - d. If the project includes patching, through bolt holes, epoxy anchors, and/or block outs, the manufacturer shall also train the CONTRACTOR's employees in the mixing and curing of the epoxy grouts for each of these applications.
 - e. The CONTRACTOR shall transport the test cubes to an independent test laboratory, obtain the test reports, and report these demonstration and training test cube strengths to the ENGINEER.
2. Epoxy Anchor Grout for Adhesive Anchors
- a. Special inspection for all adhesive anchor installations shall be provided:
 - 1) As recommended or required by the ICC-ES or IAPMO-UES report.
 - 2) As required by the enforceable building code.
 - 3) As otherwise indicated in the Contract Documents.
 - b. The most stringent of the above requirements shall be used. The cost of special inspection of adhesive anchors shall be paid for by the OWNER.
 - c. Before installing adhesive anchors in the WORK, adhesive anchor installers shall be trained and qualified at the Site by the manufacturer's representative. Training and qualification for each installer shall include at least:
 - 1) Hole drilling procedure, hole preparation and cleaning techniques, adhesive injection technique and dispenser training/maintenance, rebar dowel preparation and installation, and proof loading/torqueing.

- 2) Anchors installed in both the vertical and horizontal positions in a mock-up concrete panel of adequate size and thickness. Anchors shall be tested in tension. A minimum of 3 anchors shall be tested for each installation position.
- 3) Anchors shall be tested at 2 times the published allowable tension load or 1-1/4 times the maximum design strength of the anchors in tension as indicated in the ICC-ES or IAPMO-UES report. The test load need not exceed 80 percent of the nominal yield strength of the anchor, based on steel strength, as determined by ACI 318 Appendix D.
- 4) If any of the 3 test bolts in any installation position fail to reach the test loads, the installer shall be re-tested with the same procedure. Re-testing is required only for the failed installation position.
- 5) An installer who has 3 consecutive successful bolt tests in the first or second trial is considered qualified for adhesive anchor installation for this project. The manufacturer's representative shall issue a certificate to the qualified installer, and a copy of the certificate shall be filed with the CONTRACTOR and be submitted to the ENGINEER.
- 6) The test anchor size shall be the largest size adhesive anchor used on the project. The anchor embedment length and edge distances shall be adequate to resist the test loads listed above.
- 7) Each installer shall be re-qualified every 6 months for the duration of the project by the same qualifying procedure.
- 8) The certification of each qualified installer shall be available for verification at the Special Inspector's request.
- 9) Defective anchors noted by the Special Inspector shall be replaced and re-installed by the CONTRACTOR without any additional compensation.

1.4 SPECIAL CORRECTION OF DEFECTS PROVISIONS

A. Manufacturer's Warranty

1. Furnish one-year warranty for WORK provided under this section.
2. Manufacturer's warranty shall not contain a disclaimer limiting responsibility to the purchase price of products or materials.

PART 2 - PRODUCTS

2.1 APPLICATION

A. Unless indicated otherwise, grouts shall be provided as listed below whether indicated on the Drawings or not.

Application	Type of Grout
Anchor bolts, anchor rods and reinforcing steel required to be set in grout in which the average working or operating temperature will be over 100 degrees F or in high fire risk areas.	Non-Shrink - Class I
Anchor bolts, anchor rods and reinforcing steel required to be set in grout that is not in high temperature or high fire risk areas.	Epoxy Anchor Grout
Beam and column (1 or 2 story) base plates less than 16-inches in the least dimension.	Non-Shrink - Class I
Column base plates (greater than 2 story or larger than 16-inches in the least dimension)	Non-Shrink - Class II
Storage tanks and other non-motorized equipment and machinery under 30 horsepower	Non-Shrink - Class I
Pumps over 1000 horsepower, unless indicated otherwise	Non-Shrink Epoxy
Filling block out spaces for embedded items such as railing posts, gate guide frames, etc.	Non-Shrink - Class I (Class II where placement time exceeds 20 min.)
Under precast concrete elements	Non-Shrink - Class II
Toppings and concrete/grout fill less than 3-inches thick	Topping Grout
Toppings and concrete/grout fill greater than 3-inches thick	Structural Concrete per 03 31 00
Surface repairs	Cement Grout
Repair of small (largest dimension less than 12 inches) holes and defects in concrete members which are not water bearing and not in contact with soil or another fill material	Non-Shrink - Class I or Non-Shrink - Class II or Structural Repair Grout
Repair of small (largest dimension less than 12 inches) holes and defects in concrete members which are water bearing or in contact with soil or other fill materials	Non-Shrink - Class II or Structural Repair Grout
Repair of large (largest dimension greater than 12 inches) holes and defects in concrete members.	Structural Repair Grout
Any application not listed above, where grout is indicated	Non-Shrink Class I, unless specifically indicated otherwise

2.2 CEMENT GROUT

- A. Cement grout shall be composed of one-part cement, 3 parts sand, and the minimum amount of water necessary to obtain the desired consistency. Where needed to match the color of adjacent concrete, white portland cement shall be blended with regular cement as needed. The minimum compressive strength at 28 Days shall be 4000 psi.

2.3 NON-SHRINK GROUTS (cement-based)

A. General

1. Cement-based non-shrink grout shall be a prepackaged, inorganic, fluid, non-gas liberating, non-metallic, cement type grout requiring only the addition of water. Cement from kilns burning metal-rich hazardous waste fuel shall not be used.
2. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout shall be as recommended by the manufacturer for the particular application.
3. Grout shall not contain chlorides or additives that may contribute to corrosion.
4. Grout shall be formulated to be used at any consistency from fluid to plastic.
5. Cement-based non-shrink grout shall have the following minimum properties when tested at a fluid consistency, at 28 Days:
 - a. Minimum tensile splitting strength of 500 psi per ASTM C 496 - Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens.
 - b. Minimum flexural strength of 1000 psi per ASTM C 580 - Standard Test Method for Flexural Strength and Modulus of ElastiTOWN of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
 - c. Minimum bond strength (concrete to grout) of 1900 psi per modified ASTM C 882 - Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear.
 - d. Grout shall be certified for use in a marine environment.

B. Non-Shrink Grout – Class I

1. Non-Shrink Grout – Class I shall have a minimum 28 Day compressive strength of 5000 psi when mixed at a fluid consistency.
2. Non-Shrink Grout – Class I shall meet the requirements of ASTM C 1107, Grade B or C, when mixed to fluid, flowable, and plastic consistencies.

3. Non-Shrink Grout – Class I shall have a maximum early age height change of 4.0 percent expansion and shall have no shrinkage (0.0 percent) in accordance with ASTM C 827 – Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures. The grout when tested shall not bleed or segregate at maximum allowed water.
4. Non-Shrink Grout – Class I shall have no shrinkage (0.0 percent) and a maximum of 0.3 percent expansion in the hardened state when tested in accordance with ASTM C 1090 – Standard Test Method for Measuring Changes in Height of Cylindrical Specimens from Hydraulic-Cement Grout.
5. Furnish certification that the non-shrink property of grout is not based on gas production or gypsum expansion.
6. Non-Shrink Grout – Class I shall be Five Star Grout by Five Star Products, Sikagrout 212 by Sika Corporation, Duragrout by L&M Construction Chemicals; High-Flow Grout by Euclid Chemical Company, CG 200 PC by Hilti, or equal.

C. Non-Shrink Grout – Class II

1. Non-Shrink Grout – Class II shall be a high precision, fluid, extended working time, grout. The minimum 28-Day compressive strength shall be 7500 psi, when mixed at a fluid consistency.
2. Non-Shrink Grout – Class II shall have a maximum early age height change of 4.0 percent expansion and shall have no shrinkage (0.0 percent) in accordance with ASTM C 827.
3. Non-Shrink Grout – Class II shall have no shrinkage (0.0 percent) and a maximum of 0.3 percent expansion in the hardened state when tested in accordance with ASTM C 1090.
4. Non-Shrink Grout – Class II shall have an extended working time of 30 minutes minimum when mixed to a fluid consistency as defined in ASTM C 827 at temperature extremes of 45 to 90 degrees F in accordance with ASTM C 1107.
5. Non-Shrink Grout – Class II shall meet the requirements of ASTM C 1107, Grade B or C when tested using the amount of water needed to achieve fluid consistency per ASTM C 939.
6. The grout when tested shall not bleed or segregate at maximum allowed water content.
7. Provide certification that its non-shrink property is not based on gas production or gypsum expansion.
8. Non-Shrink Grout – Class II shall be Masterflow 928 by BASF, Five Star Fluid Grout 100 by Five Star Products, Crystex by L&M Construction Chemicals, or equal.

2.4 NON-SHRINK EPOXY GROUT

- A. Non-shrink epoxy grout shall be a flowable, non-shrink, 100 percent solids system. The epoxy grout system shall have 3 components: resin, hardener, and specially blended aggregate, each premeasured and prepackaged. The resin component shall not contain any non-reactive diluents. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged.
- B. Epoxy grout shall have a maximum early age height change of 4.0 percent expansion and shall have no shrinkage (0.0 percent) in accordance with ASTM C 827, (modified for epoxy grouts by using an indicator ball with a specific gravity between 0.9 and 1.1).
- C. Epoxy grout shall have a negligible (less than 0.0006 in/in) length change after hardening, and a coefficient of thermal expansion less than 0.00003 in/in F when tested according to ASTM C 531 – Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes.
- D. The epoxy grout shall develop a minimum compressive strength of 9000 psi in 24 hours and 13,000 psi in seven days when tested in accordance with ASTM C 579, method B.
- E. The mixed epoxy grout shall have a minimum working life of 90 to 120 minutes at 70 degrees F.
- F. The effective bearing area shall be a minimum of 95 percent EBA in accordance with ASTM C 1339 – Standard Test Method for Flowability and Bearing Area of Chemical-Resistant Polymer Machinery Grouts, for bearing area and flow.
- G. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application. Do not reduce aggregate loading or add solvents to increase flowability.
- H. Non-shrink epoxy grout shall have the following minimum properties when tested at 7 Days:
 - 1. Minimum bond strength to concrete of 3000 psi per ASTM C 882 modified.
 - 2. Minimum bond strength to steel of 1700 psi per ASTM C 882 modified.
 - 3. Minimum flexural strength of 2500 psi per ASTM C 580.
 - 4. Minimum tensile strength of 2000 psi per ASTM C 307 -- Standard Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacing.

- I. Non-shrink epoxy grout shall be Five Star DP Epoxy Grout by Five Star Products, Inc., Masterflow 648 CP Plus by BASF, Sikadur 42 Grout-Pak by Sika Corporation, or equal.

2.5 EPOXY ANCHOR GROUT

- A. Epoxy anchor grout for use in concrete shall be certified for use in accordance with ICC-ES AC 308.
- B. Epoxy anchor grout shall conform to ASTM C 881 – Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete, Type IV, Class B & C, Grade 3 with the exception of gel time.
- C. Heat deflection temperature per ASTM D 648 – Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position shall be a minimum 120 degrees F.
- D. Manufacturer shall certify that the epoxy anchor grout will maintain 100 percent of its capaTOWN up to a short-term temperature of 110 degrees F and 50 percent of its capaTOWN up to a short-term temperature of 150 degrees F.
- E. Grout shall come in a 2 chambered cartridge with a metering system that provides the proper ratio of hardener and resin. The grout shall also come with a static mixer nozzle to thoroughly mix the hardener and resin together.
- F. Epoxy anchor grout shall be capable of being used in submerged applications once cured.
- G. Compressive strength per ASTM D 695 – Standard Test Method for Compressive Properties of Rigid Plastics shall be 10,000 psi minimum.
- H. Whenever possible, overhead anchors subject to vibration, anchors in fire-resistive construction or high fire risk areas, and anchors subject to working or operating temperatures above 100 degrees F shall be cast-in-place anchors. Whenever cast-in-place anchors cannot be used in these applications, use cement based non-shrink grout and oversized holes.
- I. Embedment of adhesive anchors/rebar shall be deep enough to develop the anchor/rebar unless otherwise noted on the Contract Documents. Embedment shall not exceed 67 percent of the member depth.
- J. Epoxy anchor grout shall be **Pure110+** by **Powers Fasteners**; **HIT-RE 500-SD** by **Hilti**, **SET-XP** by **Simpson Strong-Tie**, or equal.

2.6 TOPPING GROUT AND CONCRETE/GROUT FILL

- A. Where fill thickness is 3-inches or greater, structural concrete as indicated in Section 03 31 00 - CAST-IN-PLACE CONCRETE, may be used when accepted by the ENGINEER. Fiber reinforcing shall be as indicated below.

- B. Grout for topping of slabs and concrete/grout fill for built-up surfaces of tank, channel, and basin bottoms shall be composed of cement, fine aggregate, coarse aggregate, water, and admixtures proportioned and be mixed as indicated. Materials and procedures indicated for structural concrete in Section 03 31 00 - CAST-IN-PLACE CONCRETE, shall apply unless indicated otherwise.
- C. Topping grout and concrete/grout fill shall contain a minimum of 564 pounds of cement per cubic yard with a maximum water cement ratio of 0.45.
- D. Coarse aggregate shall be graded as follows:

U.S. Standard Sieve Size	Percent By Weight Passing
1/2 in	100
3/8 in	90-100
No. 4	20-55
No. 8	5-30
No. 16	0-10
No. 30	0

- E. Strength: Minimum compressive strength of topping grout and concrete/grout fill at 28 Days shall be 4000 psi.
- F. Topping grout used in clarifiers or where the fill thickness is 3 inches or greater shall contain fiber reinforcing, unless otherwise shown on the Contract Documents. Fiber shall be 100 percent virgin polypropylene fibrillated fibers specifically manufactured in a blended gradation for use as concrete secondary reinforcement. Fibers shall be added at a rate of 1.5 pounds per cubic yard of concrete. Fibers shall conform to ASTM C 1116 – Standard Specification for Fiber-Reinforced Concrete, Type III.

2.7 STRUCTURAL REPAIR GROUT

- A. Structural repair grout shall be an extended set, pre-packaged cement-based mortar requiring only the addition of potable water. The material shall not contain any chlorides or lime other than the amounts contained within the hydraulic cement composition.
- B. Structural repair grout shall have a minimum compressive strength per ASTM C 109 of 6,000 psi at 7 days.
- C. Structural repair grout shall have a minimum bond strength per ASTM C 882 of 2,000 psi at 1 day.

- D. For repairs larger than 2 cubic feet in volume, the structural repair grout may be extended by the addition of clean, damp, coarse aggregate per the manufacturer's written recommendations.
- E. Structural repair grout shall be Structural Concrete ES by Five Star Products, or equal.

2.8 CONSISTENCY

- A. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is defined such that the grout is plastic and moldable but will not flow. Where "dry pack" is called for in the Contract Documents, it shall mean a grout of that consistency; the type of grout to be used shall be as indicated herein for the particular application.
- B. The slump for topping grout and concrete/grout fill shall be adjusted to match placement and finishing conditions but shall not exceed 4-inches.

2.9 MEASUREMENT OF INGREDIENTS

- A. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurements shall not be allowed.
- B. Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.

PART 3 - EXECUTION

3.1 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Grout shall be stored in accordance with manufacturer's recommendations.

3.2 GENERAL

- A. CONTRACTOR shall arrange for the manufacturer of prepackaged grouts to provide on-Site technical assistance within 72 hours of request, as part of the WORK.
- B. Grout shall not be placed until base concrete or masonry has attained its design strength, unless authorized otherwise by the ENGINEER.
- C. When cementitious grouts are used on concrete surfaces, the concrete surface shall be saturated with water for 24 hours prior to placement. Upon completion of the saturation period, excess water shall be removed with clean, oil free compressed air prior to grouting. Concrete substrate shall not be wet prior to placement of epoxy grouts.
- D. Surfaces that will be in contact with grout shall be free of dirt, loose rust, oil, wax, grease, curing compounds, laitance, loose concrete, and other deleterious materials.

- E. Shade the WORK from sunlight for at least 24 hours before and 48 hours after grouting.
- F. Contact the grout manufacturer's representative for assistance on hot and cold weather grouting techniques and precautions if applicable.

3.3 GROUTING PROCEDURES

- A. General: Mixing, surface preparation, handling, placing, consolidation, curing, and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.
- B. Structural, equipment, tank, and piping support bases shall be grouted, unless indicated otherwise.
 - 1. The original concrete shall be blocked out or finished off a sufficient distance below the plate to provide for a minimum one-inch thickness of grout or other thickness if indicated.
 - 2. After the base plate has been set in position at the proper elevation by steel wedges or double nuts on the anchor bolts, the space between the bottom of the plate and the original pour of concrete shall be filled with non-shrink-type grout through a headbox of appropriate size. The mixture shall be of a fluid consistency and poured continuously into the space between the plate and the base concrete. Forms for grout shall be tight against retaining surfaces, and joints shall be sealed as recommended by the grout manufacturer to be liquid-tight. Forms shall be coated as recommended by the grout manufacturer for easy form release. Where this method of placement is not practical or where required by the ENGINEER, alternate grouting methods shall be submitted by the CONTRACTOR for acceptance by the ENGINEER.
 - 3. Concrete equipment pads for equipment bases that will be epoxy-grouted shall be sized so that, when the equipment base is fully grouted, the epoxy grout is stopped not less than 4-inches from the edge of the pad.
- C. Drilled Anchors and Reinforcing Bars
 - 1. General
 - a. Drilled anchors and reinforcing bars shall be installed in strict accordance with the manufacturer's instructions and applicable ICC-ES or IAPMO-UES report requirements. Holes shall be drilled, brushed and cleaned in accordance with the manufacturer's instructions. Drilled anchors shall be installed in concrete having a minimum age of 21 days at the time of anchor installation. Anchors shall not be loaded until the grout has cured for the full cure time indicated by the manufacturer and reached its indicated strength in accordance with the manufacturer's instructions.

- b. The CONTRACTOR shall identify the position of reinforcing steel and other embedded items prior to drilling holes. Care shall be exercised in drilling to avoid damaging existing reinforcing or embedded items. The location of drilled holes shall be adjusted to avoid drilling through or cutting any existing reinforcing bars or embedded items. Notify the ENGINEER if reinforcing steel or other embedded items are encountered during drilling. Take precautions as necessary to avoid damaging prestressing tendons, electrical and communications conduit, and piping.
2. The following requirements apply to adhesive anchors installed using cement based non-shrink grout and epoxy anchor grout:
 - a. Unless otherwise indicated, when adhesive anchors are used to resist tensile forces in structural applications, the minimum depth of embedment shall be greater than or equal to the development length (l_d) determined in accordance with ACI 318 for a cast in place reinforcing bar of the same diameter and grade, unless it can be shown by calculation that the anchor spacing and edge distance is sufficient to develop the tensile strength of the anchor in a lesser depth of embedment. Calculations shall be submitted in accordance with Specification 01 33 00 - Contractor Submittals.
 - b. Core drilling of holes is not allowed.
 - c. Relocation of drilled holes and adjustments or modifications to anchored or fastened items shall be considered part of the WORK and shall be provided at no additional cost to the OWNER.
 - d. All abandoned drilled holes shall be filled with Epoxy Anchor Grout.
3. Epoxy Adhesive Anchors
 - a. Grout shall be proportioned and mixed per the manufacturer's instructions.
 - b. Holes shall be dry.
4. Cement Based Non-Shrink Grout used for Anchorage
 - a. In places of high temperature or fire hazard, anchor bolts and anchor rods shall be grouted in using cement based non-shrink grout, Class I.
 - b. When the anchor bolt or anchor rod diameter is one-inch or less, the hole diameter shall be a minimum of 2-inches. When the anchor bolt/rod diameter is greater than one-inch, the hole diameter shall be at least twice the anchor bolt/rod diameter.
 - c. Drilled holes shall be saturated with water for not less than 24 hours before installation of anchor/rod/rebar.

- d. The non-shrink grout shall be placed in the holes in a non-sag (trowelable) consistency. The grout shall be placed in the holes before the anchor bolt/rod and then the anchor bolt/rod inserted and vibrated to ensure proper coverage.

D. Topping Grout and Concrete/Grout Fill

1. Mechanical, electrical, and finish WORK shall be completed prior to placement of topping or concrete/grout fill. To ensure bonding to the base slab, the base slab shall be given an exposed aggregate finish. Alternatively, where accepted by the ENGINEER, the base slab shall be given a roughened textured surface by a close-spaced rake while the surface is green. After curing, high pressure washing shall expose the aggregates and produce not less than a 3/16-inch amplitude roughness. Jackhammers or chipping hammers shall not be used.
2. The minimum thickness of grout topping, and concrete/grout fill shall be one inch. Where the finished surface of concrete/grout fill is to form an intersecting angle of less than 45 degrees with the concrete surface it is to be placed against, a key shall be formed in the concrete surface at the intersection point. The key shall be a minimum of 3-1/2 inches wide by 1-1/2 inches deep.
3. The base slab shall be thoroughly cleaned and wetted to saturated surface dry (SSD) condition per the International Concrete Repair Institute (ICRI) -- Technical Guide for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays, prior to placing topping and fill. No topping concrete shall be placed until the slab is completely free from standing pools or ponds of water. A thin coat of neat cement grout shall be broomed into the surface of the slab just before topping or fill placement. The neat cement grout shall not be allowed to dry before topping placement. If it does dry, it must be immediately removed using wet stiff brooms and reapplied. The topping and fill shall be compacted by rolling or thorough tamping, brought to established grade, and floated. Grouted fill for tank and basin bottoms where scraping mechanisms are to be installed shall be screeded by blades attached to the revolving mechanism of the equipment in accordance with the procedures outlined by the equipment manufacturer after the grout is brought to the established grade. Coat surface with evaporation retardant as needed to prevent plastic shrinkage cracks.
4. Topping grout placed on sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the placement.
5. The surface shall be tested with a straight edge to detect high and low spots which shall be immediately eliminated. When the topping or fill has hardened sufficiently, it shall be steel troweled to a smooth surface free from pinholes and other imperfections. An approved type of mechanical trowel may be used as an assist in this operation, but the last pass over the surface shall be by hand-troweling. During finishing, no water, dry cement, or mixture of dry cement and sand shall be applied to the surface.

6. As soon as topping or fill finishing is completed, coat surface with curing compound. After the topping is set and sufficiently hard in clarifiers and where required by the ENGINEER, the tank shall be filled with sufficient water to cover the entire floor for 14 days.

3.4 CONSOLIDATION

- A. Grout shall be placed in such a manner, for the consistency necessary for each application, to assure that the space to be grouted is completely filled.

END OF SECTION

DIVISION 04 – MASONRY (NOT USED)

DIVISION 05 – METALS

05 50 00 MISCELLANEOUS METALWORK

PART 1 - GENERAL

1.1 THE SUMMARY

- A. Provide miscellaneous metalwork and appurtenances, complete and in place, as indicated in accordance with the Contract Documents.

1.2 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Commercial Standards

AA-M32C22A41	Aluminum Association.
AASHTO HS-20	Truck Loading
AISC	Manual of Steel Construction
AISI	Design of Light Gauge, Cold-Formed Steel Structural Members
ASTM A 36	Carbon Structural Steel
ASTM A 48	Gray Iron Castings
ASTM A 123	Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153	Zinc Coating (Hot Dip) on Iron and Steel Hardwar
ASTM A 193	Alloy Steel and Stainless-Steel Bolting Materials for High Temperature Service
ASTM A 194	Carbon and Alloy Steel Nuts for Bolts for High Pressure and High Temperature
ASTM A 307	Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
ASTM A 325	Structural Bolts, Steel, Heat Treated, 120/105 ksi minimum Tensile

ASTM A 500	Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A 992	Steel for Structural Shapes for Use in Building Framing
ASTM F 1554	Standard Specification for Anchor Bolts, Steel 36,55, and 105-k Yield Strength
ANSI/AWS D1.1	Structural Welding Code – Steel
ANSI/AWS D1.2	Structural Welding Code – Aluminum
ANSI/AWS QC1	Qualification and Certification of Welding Inspectors

1.3 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with the requirements of Specification 01 33 00 – Contractor Submittals
- B. Shop Drawings
 - 1. Shop Drawings shall conform to AISC recommendations and specifications, and shall show holes, and the like, as may be required for other parts of the WORK.

1.4 QUALITY ASSURANCE

- A. Weld procedures and welder qualifications shall be available in the CONTRACTOR's field office for review.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Steel

Wide Flange Shapes	ASTM A 992
Shapes, Plates, Bars	ASTM A 36
Pipe, Pipe Columns, Bollards	ASTM A 53, Type E or S, Grade B standard weight unless indicated otherwise
HSS	ASTM A 500 Grade B

B. Corrosion Protection

1. Unless otherwise indicated, fabricated steel metalwork which will be used in a corrosive environment and/or will be submerged in water or wastewater shall be coated in accordance with the requirements of Section 09 96 00 – Protective Coating and shall not be galvanized prior to coating.
2. Other miscellaneous steel metalwork shall be hot-dip galvanized after fabrication.

C. Stainless Steel

1. Unless otherwise indicated, stainless steel metalwork and bolts shall be fabricated from Type 316 Stainless Steel

D. Aluminum

1. Unless otherwise indicated, aluminum metalwork shall be fabricated from Alloy 6061-T6.
2. Aluminum in contact with concrete, masonry, wood, porous materials, or dissimilar metals shall have contact surfaces coated in accordance with the requirements of Section 09 96 00 – Protective Coating.

E. Cast Iron

1. Unless otherwise indicated, iron castings shall conform to the requirements of ASTM A 48, Class 50B, or better.

2.2 IRON CASTINGS

A. General:

1. Iron castings shall be of uniform quality, free from blowholes, porosity, hard spots, shrinkage, distortion, or other defects.
2. The castings shall be smooth and well cleaned by shot blasting.
3. Covers and grates shall fit together evenly, such that the cover fits flush with the surrounding finished surface and such that the cover does not rock or rattle when a loading is applied.
4. Round covers and frames shall be provided with machined bearing surfaces.

- B. Covers and grates with matching frames shall be provided with machined bearing surfaces.

1. Where located within a structure, the design loading shall match that required for the adjacent floor area, or, if no floor loading is indicated, a minimum of 300 pounds per square foot.
2. Exterior covers and grates shall be designed for AASHTO HS-20 loading unless indicated otherwise.

2.3 BOLTS AND ANCHORS

A. Standard Service (Non-Corrosive Application)

1. Unless otherwise indicated, bolts, anchor bolts, washers, and nuts shall be fabricated from steel as indicated.
2. Threads on galvanized bolts and nuts shall be formed with suitable taps and dies such that they retain their normal clearance after hot-dip galvanizing.
3. Except as otherwise indicated, steel for bolt material, and cap screws shall be in accordance with the following requirements:
4. Pipe and Equipment Flange Bolts: ASTM A 193, Grade B-7

B. Corrosive Service

1. Bolts, nuts, and washers in locations listed below shall be fabricated from stainless steel as indicated.
 - a. Buried locations
 - b. Inside buried vaults, manholes, and structures that do not drain through a gravity sewer or to a sump with a pump.
 - c. Locations indicated or designated by the ENGINEER to be provided with stainless steel bolts.
2. Unless otherwise indicated, stainless steel bolts, anchor bolts, nuts, and washers shall be fabricated from Type 316 stainless steel, Class 2, conforming to ASTM A 193 for bolts and to ASTM A 194 for nuts. Buried pipe flange bolts and nuts on pipe of Class 275 and greater shall be in accordance with ASTM A193/A194, Grade B7.
3. Coating
 - a. Threads on stainless steel bolts shall be protected with an anti-seize lubricant suitable for submerged stainless-steel bolts, meeting government specification MIL-A-907E.
 - b. Buried bolts in poorly drained soil shall be coated the same as the buried pipe.

- c. Anti-seize lubricant shall be classified as acceptable for potable water use by the NSF.
 - d. Anti-seize lubricant shall be "PURE WHITE" by Anti-Seize Technology, Franklin Park, IL, 60131, AS-470 by Dixon Ticonderoga Company, Lakehurst, NJ, 08733, or equal.
4. Bolt Requirements
- a. The bolt and nut material shall be free-cutting steel.
 - b. The nuts shall be capable of developing the full strength of the bolts.
 - c. Threads shall be Coarse Thread Series conforming to the requirements of the American Standard for Screw Threads.
 - d. Bolts and cap screws shall have hexagon heads and nuts shall be Heavy Hexagon Series.
 - e. Bolts and nuts shall be installed with washers fabricated from material matching the base material of bolts, except that hardened washers for high-strength bolts shall conform to the requirements of the AISC Specification.
 - f. Lock washers fabricated from material matching the bolts shall be installed where indicated.
 - g. The length of each bolt shall be such that the bolt extends at least 1/8 inch beyond the outside face of the nut before tightening, except for anchor bolts which shall be flush with the face of the nut before tightening.

2.4 CONTRACTOR SUBMITTALS

A. Shop Drawings

1. Shop Drawings shall conform to AISC recommendations and specifications, and shall show holes, and the like, as may be required for other parts of the WORK.
2. Shop Drawings shall include complete details of members and connections, anchor bolt layouts, schedules for fabrication procedures, and diagrams for the sequence of erection.

2.5 QUALITY ASSURANCE

- A. Weld procedures and welder qualifications shall be available in the CONTRACTOR's field office for review.

PART 3 - EXECUTION

3.1 FABRICATION AND INSTALLATION REQUIREMENTS

- A. Fabrication and Erection: Except as otherwise indicated, the fabrication and erection of structural steel shall conform to the requirements of the American Institute of Steel Construction "Manual of Steel Construction."

3.2 WELDING

A. Method

1. Welding shall be performed by the metal-arc method or gas-shielded arc method as described in the American Welding Society "Welding Handbook" as supplemented by other pertinent standards of the AWS.
2. The qualification of the welders shall be in accordance with the AWS Standards.

B. Quality

1. In assembly and during welding, the component parts shall be adequately clamped, supported, and restrained in order to minimize distortion and for control of dimensions.
2. Weld reinforcement shall be as indicated by the AWS Code.
3. Upon completion of welding, remove weld splatter, flux, slag, and burrs left by attachments.
4. Welds shall be repaired in order to produce a workmanlike appearance, with uniform weld contours and dimensions.
5. Sharp corners of material that is to be painted or coated shall be ground to a minimum of 1/32 inch on the flat.

3.3 GALVANIZING

- A. Structural steel plates shapes, bars, and fabricated assemblies required to be galvanized shall, after the steel has been thoroughly cleaned of rust and scale, be galvanized in accordance with the requirements of ASTM A 123.
- B. Any galvanized part that becomes warped during the galvanizing operation shall be straightened.
- C. Bolts, anchor rods, anchor bolts, nuts, and similar threaded fasteners, after being properly cleaned, shall be galvanized in accordance with the requirements of ASTM A 153.
- D. Field Repairs

1. Field repairs to damaged galvanizing shall be performed by preparing the surface and applying a coating.
2. Surface preparation shall consist of removing oil, grease, soil, and soluble material by cleaning with water and detergent (SSPC SP1) followed by brush-off blast cleaning (SSPC SP7) over an area extending at least 4 inches into the undamaged area.
3. The coating shall be applied to at least 3 mils dry film thickness, and shall be **Zinc-Clad XI** by **Sherwin-Williams**, **Galvax** by **Alvin Products**, **Galvite** by **ZRC Worldwide**, or equal.

END OF SECTION

DIVISION 06 – WOOD AND PLASTICS (NOT USED)

DIVISION 07 – THERMAL AND MOISTURE PROTECTION (NOT USED)

DIVISION 08 – OPENINGS (NOT USED)

DIVISION 09 – FINISHES

09 96 00 PROTECTIVE COATING

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall provide protective coatings, complete and in place, in accordance with the Contract Documents.
- B. Definitions
 - 1. The term "paint," "coatings," or "finishes" as used herein, shall include surface treatments, emulsions, enamels, paints, epoxy resins, and other protective coatings, excepting galvanizing or anodizing, whether used as a pretreatment, primer, intermediate coat, or finish coat.
 - 2. The term "DFT" means minimum dry film thickness, without any negative tolerance.
- C. The following surfaces shall not be coated:
 - 1. Concrete, unless required by items on the concrete coating schedule below or the Drawings.
 - 2. Stainless steel
 - 3. Machined surfaces
 - 4. Grease fittings
 - 5. Glass
 - 6. Equipment nameplates

7. Platform gratings, stair treads, door thresholds, and other walk surfaces, unless specifically indicated to be coated.
 8. Platform gratings, stair treads, door thresholds, and other walk surfaces, unless specifically indicated to be coated.
- D. The coating system schedules summarize the surfaces to be coated, the required surface preparation, and the coating systems to be applied. Coating notes on the Drawings are used to show or extend the limits of coating schedules, to show exceptions to the schedules, or to clarify or show details for application of the coating systems.

1.2 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with Specification 01 33 00 – Contractor Submittals.
- B. Submittals shall include the following information and be submitted at least 30 Days prior to commencing protective coating WORK:
1. Materials List: Eight copies of a coating materials list showing the manufacturer and the product number, keyed to the coating systems herein. The list shall be submitted prior to or at the time of submitting samples.
 2. Manufacturer's Information: For each coating system to be used, the following data:
 - a. Manufacturer's data sheet for each product proposed, including statements on the suitability of the material for the intended use.
 - b. Technical and performance information that demonstrates compliance with the system performance and material requirements.
 - c. Paint manufacturer's instructions and recommendations on surface preparation and application.
 - d. Colors available for each product (where applicable).
 - e. Compatibility of shop and field applied coatings (where applicable).
 - f. Material Safety Data Sheet for each product proposed.
- C. Samples
1. Samples of paint, finishes, and other coating materials shall be submitted on 8-1/2 inch by 11-inch sheet metal. Each sheet shall be completely coated over its entire surface with one protective coating material, type, and color.
 2. Two sets of color samples to match each color selected by the ENGINEER from the manufacturer's standard color sheets. If custom mixed colors are indicated, the color

samples shall be made using color formulations prepared to match the color samples furnished by the ENGINEER. The color formula shall be shown on the back of each color sample.

3. One 5-pound sample of each abrasive proposed to be used for surface preparation for submerged and severe service coating systems.
4. The manufacturer shall state whether or not it has verified that the CONTRACTOR is going to use the proper mixing, coating application, heating, and environmental control equipment for the specified coating products. Only heated plural component equipment shall be used for the 100% solids coating application. Equipment shall be capable of performing a ratio test.
5. The Shop Coating Applicator shall provide SSPC QP 3 Certification or the coating manufacturer's certification of the applicator for selected coating system.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Suitability: The CONTRACTOR shall use suitable coating materials as recommended by the manufacturer. Materials shall comply with Volatile Organic Compound (VOC) limits applicable at the Site.
- B. Material Sources: Where manufacturers and product numbers are listed, it is to show the type and quality of coatings that are required. If a named product does not comply with VOC limits in effect at the time of Bid opening, that product will not be accepted, and the CONTRACTOR shall propose a substitution product of equal quality that does comply. Proposed substitute materials will be considered as indicated below.
- C. Compatibility: In any coating system only compatible materials from a single manufacturer shall be used in the WORK. Particular attention shall be directed to compatibility of primers and finish coats. If necessary, a barrier coat shall be applied between existing prime coat and subsequent field coats to ensure compatibility.
- D. Containers: Coating materials shall be sealed in containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, and name of manufacturer, all of which shall be plainly legible at the time of use.
- E. Colors: Colors and shades of colors of coatings shall be as indicated or selected by the ENGINEER.
- F. Substitute or "Or-Equal" Products
 1. To establish equality under Specification 01 60 00 - Products, Materials, Equipment and Substitutions, the CONTRACTOR shall furnish satisfactory documentation from

the manufacturer of the proposed substitute or "or-equal" product that the material meets the indicated requirements and is equivalent or better in the following properties:

- a. Minimum and maximum recoat times
 - b. Minimum and maximum cure time for immersion
 - c. Abrasion resistance per ASTM D4060 using CS17 Wheel
 - d. Maximum and minimum dry film thickness per coat
 - e. Compatibility with other coatings
 - f. Suitability for the intended service
 - g. Resistance to chemical attack
 - h. Temperature limitations during application and in service
 - i. Type and quality of recommended undercoats and topcoats
 - j. Ease of application
 - k. Ease of repairing damaged areas
 - l. Stability of colors
2. Protective coating materials shall be standard products produced by recognized manufacturers who are regularly engaged in production of such materials for essentially identical service conditions. When requested, the CONTRACTOR shall provide the ENGINEER with the names of not less than 10 successful applications of the proposed manufacturer's products that comply with these requirements.
 3. If a proposed substitution requires changes in the WORK, the CONTRACTOR shall bear such costs involved as part of the WORK.

2.2 COATING SYSTEMS

- A. Above ground piping and piping with manholes shall be painted with Tnemec.
- B. System 106 – Fusion Bond Epoxy
 1. Material

Type	100 Percent Solids Fusion Bond Epoxy
Demonstrated suitable for	Fluidized bed or electrostatic spray application, recommended for pumps, valves, pipe appurtenances, tanks, pipe hangers, flow meters, and hydrants
Certification requirement	NSF 61

2. Application in accordance with AWWA C213 and the following:

Type	100 Percent Solids Fusion Bond Epoxy
Demonstrated suitable for	Fluidized bed or electrostatic spray application, recommended for pumps, valves, pipe appurtenances, tanks, pipe hangers, flow meters, and hydrants
Certification requirement	NSF 61

PART 3 - EXECUTION

3.1 MANUFACTURER'S SERVICES

- A. The CONTRACTOR shall require the protective coating manufacturer to furnish a qualified technical representative to visit the Site for technical support as may be necessary to resolve field problems.

3.2 WORKMANSHIP

- A. Skilled craftsmen and experienced supervision shall be used on coating WORK.
- B. Coating shall be done in a workmanlike manner so as to produce an even film of uniform thickness. Edges, corners, crevices, and joints shall receive special attention to insure thorough surface preparation. The finished surfaces shall be free from runs, drops, ridges, waves, laps, brush marks, and variations in color, texture, and finish. The hiding shall be so complete that the addition of another coat would not increase the hiding. Special attention shall be given so that edges, corners, crevices, welds, and similar areas receive a film thickness equivalent to adjacent areas, and installations shall be protected by the use of drop cloths or other precautionary measures.
- C. Damage to other surfaces resulting from the WORK shall be cleaned, repaired, and refinished to original condition.

3.3 STORAGE, MIXING, AND THINNING OF MATERIALS

- A. Manufacturer's Recommendations: Unless otherwise indicated, the coating manufacturer's printed recommendations and instructions for thinning, mixing, handling, applying, and protecting its coating materials, for preparation of surfaces for coating, and for other procedures relative to coating shall be strictly observed.
- B. Coating materials shall be used within the manufacturer's recommended shelf life.
- C. Storage and Mixing: Coating materials shall be stored under the conditions recommended by the Product Data Sheets, and shall be thoroughly stirred, strained, and kept at a uniform consistency during application. Coatings from different manufacturers shall not be mixed together.

3.4 PREPARATION FOR COATING

- A. General: Surfaces to receive protective coatings shall be prepared as indicated prior to application of coatings. The CONTRACTOR shall examine surfaces to be coated and shall correct surface defects before application of any coating material. Marred or abraded spots on shop-primed and on factory-finished surfaces shall receive touch-up restoration prior to any field coating application. Surfaces to be coated shall be dry and free of visible dust.
- B. Protection of Surfaces Not to be Coated: Surfaces that are not to receive protective coatings shall be protected during surface preparation, cleaning, and coating operations.
- C. Hardware, lighting fixtures, switch plates, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not to be painted shall be removed, masked, or otherwise protected. Drop cloths shall be provided to prevent coating materials from falling on or marring adjacent surfaces. The working parts of mechanical and electrical equipment shall be protected from damage during surface preparation and coating operations. Openings in motors shall be masked to prevent entry of coating or other materials.
- D. Care shall be exercised not to damage adjacent WORK during blasting operations. Spraying shall be conducted under carefully controlled conditions. The CONTRACTOR shall be fully responsible for and shall promptly repair any and all damage to adjacent WORK or adjoining property occurring from blasting or coating operations.
- E. Protection of Painted Surfaces: Cleaning and coating shall be coordinated so that dust and other contaminants from the preparation process will not fall on wet, newly coated surfaces.

3.5 SURFACE PREPARATION STANDARDS

- A. The following referenced surface preparation specifications of the Steel Structures Painting Council shall form a part of this specification:

1. Solvent Cleaning (SSPC SP1): Removal of oil, grease, soil, salts, and other soluble contaminants by cleaning with solvent, vapor, alkali, emulsion, or steam.
2. White Metal Blast Cleaning (SSPC SP5): Removal of all visible rust, oil, grease, soil, dust, mill scale, paint, oxides, corrosion products and foreign matter by blast cleaning.
3. Near-White Blast Cleaning (SSPC SP10): Removal of all visible oil, grease, soil, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except that staining shall be limited to no more than 5 percent of each square inch of surface area.

3.6 FERROUS METAL SURFACED PREPARATION (UNGALVANIZED)

- A. The minimum abrasive blasting surface preparation shall be as indicated in the coating system schedules included at the end of this Section. Where there is a conflict between these requirements and the coating manufacturer's printed recommendations for the intended service, the higher degree of cleaning shall apply.
- B. Workmanship for metal surface preparation shall be in conformance with the current SSPC Standards and this Section. Blast-cleaned surfaces shall match the standard samples available from the National Association of Corrosion Engineers, NACE Standard TM-01-70 - Visual Standard for Surfaces of New Steel Air Blast Cleaned with Sand Abrasive and TM-01-75 - Visual Standard for Surfaces of New Steel Centrifugally Blast Cleaned with Steel Grit.
- C. Oil, grease, welding fluxes, and other surface contaminants shall be removed by solvent cleaning per SSPC SP1 - Solvent Cleaning prior to blast cleaning.
- D. Sharp edges shall be rounded or chamfered, and burrs and surface defects and weld splatter shall be ground smooth prior to blast cleaning.
- E. The type and size of abrasive shall be selected to produce a surface profile that meets the coating manufacturer's recommendation for the particular product and service conditions. Abrasives for submerged and severe service coating systems shall be clean, hard, sharp cutting crushed slag. Automated blasting systems shall not be used for surfaces that will be in submerged service. Metal shot or grit shall not be used for surfaces that will be in submerged service, even if subsequent abrasive blasting will use hard, sharp cutting crushed slag.
- F. Abrasive shall not be reused unless an automated blasting system is used for surfaces that will be in non-submerged service. For automated blasting systems, clean oil-free abrasives shall be maintained. The abrasive mix shall include at least 50 percent grit.
- G. The CONTRACTOR shall comply with the applicable federal, state, and local air pollution control regulations for blast cleaning.

- H. Compressed air for air blast cleaning shall be supplied at adequate pressure from well-maintained compressors equipped with oil and moisture separators that remove at least 95 percent of the contaminants.
- I. Surfaces shall be cleaned of dust and residual particles of the cleaning operation by dry air blast cleaning, vacuuming, or another approved method prior to painting.
- J. Enclosed areas and other areas where dust settling is a problem shall be vacuum cleaned and wiped with a tack cloth.
- K. Damaged or defective coating shall be removed by the blast cleaning to meet the clean surface requirements before recoating.
- L. If the required abrasive blast cleaning will damage adjacent WORK, the area to be cleaned is less than 100 square feet, and the coated surface will not be submerged in service, then SSPC SP2 or SSPC SP3 may be used.
- M. Shop-applied coatings of unknown composition shall be completely removed before the indicated coatings are applied. Valves, castings, ductile or cast-iron pipe, and fabricated pipe or equipment shall be examined for the presence of shop-applied temporary coatings. Temporary coatings shall be completely removed by solvent cleaning per SSPC SP1 before the abrasive blast cleaning has been started.
- N. Shop primed equipment shall be solvent cleaned in the field before finish coats are applied.

3.7 FERROUS METAL SURFACE PREPARATION (GALVANIZED)

- A. Galvanized ferrous metal shall be alkaline cleaned per SSPC SP1 to remove oil, grease, and other contaminants detrimental to adhesion of the protective coating system, followed by brush off blast cleaning per SSPC SP7.
- B. Pretreatment coatings of surfaces shall be in accordance with the printed recommendations of the coating manufacturer.

3.8 SURFACE PREPARATION OF FERROUS SURFACES WITH EXISTING COATINGS

- A. General: Grease, oil, heavy chalk, dirt, or other contaminants shall be removed by solvent or detergent cleaning prior to abrasive blast cleaning. The generic type of the existing coatings shall be determined by laboratory testing.
- B. Abrasive Blast Cleaning: The CONTRACTOR shall provide the degree of cleaning indicated in the coating system schedule for the entire surface to be coated. If the degree of cleaning is not indicated in the schedule, deteriorated coatings shall be removed by abrasive blast cleaning to SSPC SP6. Areas of tightly adhering coatings shall be cleaned to SSPC SP7, with the remaining thickness of existing coating not to exceed 3-mils.

- C. Incompatible Coatings: If coatings to be applied are not compatible with existing coatings the CONTRACTOR shall apply intermediate coatings per the manufacturer's recommendation for the indicated coating system or shall completely remove the existing coating prior to abrasive blast cleaning. A small trial application shall be conducted for compatibility prior to painting large areas.
- D. Unknown Coatings: Coatings of unknown composition shall be completely removed prior to application of new coatings.
- E. Water Abrasive or Wet Abrasive Blast Cleaning: Where indicated or where Site conditions do not permit dry abrasive blasting for industrial coating systems due to dust or air pollution considerations, water abrasive blasting or wet abrasive blasting may be used. In both methods, paint-compatible corrosion inhibitors shall be used, and coating application shall begin as soon as the surfaces are dry. Water abrasive blasting shall be done using high pressure water with sand injection. In both methods, the equipment used shall be commercially produced equipment with a successful service record. Wet blasting methods shall not be used for submerged or severe service coating systems unless indicated.

3.9 SHOP COATING REQUIREMENTS

- A. Unless otherwise indicated, items of equipment or parts of equipment which are not submerged in service shall be shop-primed and then finish-coated in the field after installation with the indicated or selected color. The methods, materials, application equipment, and other details of shop painting shall comply with this Section. If the shop primer requires top coating within a specific period of time, the equipment shall be finish-coated in the shop and then be touched up after installation.
- B. Items of equipment or parts and surfaces of equipment which are submerged or inside an enclosed hydraulic structure when in service, with the exception of pumps and valves, shall have surface preparation and coating performed in the field.
- C. The interior surfaces of steel water reservoirs, except for Part A surfaces, shall have surface preparation and coating WORK performed in the field.
- D. For certain pieces of equipment, it may be undesirable or impractical to apply finish coatings in the field. Such equipment may include engine generator sets, equipment such as electrical control panels, switchgear or main control boards, submerged parts of pumps, ferrous metal passages in valves, or other items where it is not possible to obtain the indicated quality in the field. Such equipment shall be primed and finish-coated in the shop and touched up in the field with the identical material after installation. The CONTRACTOR shall require the manufacturer of each such piece of equipment to certify as part of its Shop Drawings that the surface preparation is in accordance with these specifications. The coating material data sheet shall be submitted with the Shop Drawings for the equipment.
- E. For certain small pieces of equipment, the manufacturer may have a standard coating system that is suitable for the intended service conditions. In such cases, the final

determination of suitability will be made during review of the Shop Drawing submittals. Equipment of this type generally includes only indoor equipment such as instruments, small compressors, and chemical metering pumps.

- F. Shop-painted surfaces shall be protected during shipment and handling by suitable provisions including padding, blocking, and the use of canvas or nylon slings. Primed surfaces shall not be exposed to the weather for more than 2 months before being top coated or less time if recommended by the coating manufacturer.
- G. Damage to shop-applied coatings shall be repaired in accordance with this Section and the coating manufacturer's printed instructions.
- H. The CONTRACTOR shall make certain that the shop primers and field topcoats are compatible and meet the requirements of this Section. Copies of applicable coating manufacturer's data sheets shall be submitted with equipment Shop Drawings.

3.10 APPLICATION OF COATINGS

- A. The application of protective coatings to steel substrates shall be in accordance with SSPC PA1 - Paint Application Specification No. 1.
- B. Cleaned surfaces and each coat shall be inspected prior to applying each succeeding coat. The CONTRACTOR shall schedule such inspection with the ENGINEER in advance.
- C. Blast cleaned ferrous metal surfaces shall be painted before any rusting or other deterioration of the surface occurs. Blast cleaning shall be limited to only those surfaces that can be coated in the same day.
- D. Coatings shall be applied in accordance with the manufacturer's instructions and recommendations and this Section, whichever has the most stringent requirements.
- E. Special attention shall be given to edges, angles, weld seams, flanges, nuts and bolts, and other places where insufficient film thicknesses are likely to occur. Use stripe painting with a brush in these areas.
- F. Special attention shall be given to materials that will be joined so closely that proper surface preparation and application are not possible. Such contact surfaces shall be coated prior to assembly or installation.
- G. Finish coats, including touch-up and damage repair coats shall be applied in a manner that will present a uniform texture and color matched appearance.
- H. Coatings shall not be applied under the following conditions:
 - 1. Temperatures exceeding the manufacturer's recommended maximum and minimum allowable.
 - 2. Dust or smoke laden atmosphere.

3. Damp or humid weather.
 4. Substrate or air temperature is less than 5 degrees F above the dew point
 5. Air temperature is expected to drop below 40 degrees F or less than 5 degrees F above the dew point within 8 hours after application of coating.
 6. Wind conditions are not calm.
- I. Dew point shall be determined by use of a sling psychrometer in conjunction with U.S. Dept. of Commerce, Weather Bureau psychrometric tables.
 - J. Finish coats shall be applied after concrete, masonry, and equipment installation is complete, and the working areas are clean and dust free.

3.11 CURING OF COATINGS

- A. The CONTRACTOR shall maintain curing conditions in accordance with the conditions recommended by the coating material manufacturer or by this Section; whichever is the most stringent, prior to placing the completed coating system into service.
- B. In the case of enclosed areas, forced air ventilation, using heated air if necessary, may be required until the coatings have fully cured.

3.12 IDENTIFICATION OF PIPING

- A. Identification of above ground piping shall be in accordance with the table provided below and with additional requirements set forth in Section 15000 – Mechanical, General.
- B. **Tnemec** Safety Paint colors shall be used for this project as indicated below.
- C. All above-ground pipe and fittings, Polyvinyl Chloride (PVC) pipe and fittings, metallic and non-metallic marking tapes, and any other marking device, will be color coded in accordance with the APWA Uniform Color Guide, which is as follows:

Color	Paint Color Number	Application
Red	Candy Apple Red/Safety - 06SF	Potable Water Hydrant Bonnet
Yellow	Lemon Yellow/Safety - 02SF	Potable Water Hydrant Body
Green	Spearmint Green/Safety - 09SF	Sewer Force main, Sewer
Blue	True Blue/Safety - 11SF	Potable Water Main

- D. **Surface Preparation:** The exterior surfaces of pipes, valves, hydrants, and other above ground items that will be exposed to the atmosphere inside structures or above ground

will be abrasive blasted to a maximum commercial Grade SSPC-SP-6, NACE 3 and given a high solids epoxy primer coat of Tnemec Series 66 Hi-Build Epoxoline, 4.0 mils DFT at the factory. A finish coat will be applied after installation according the color schedule specified in this Section or as listed in Section 15000 – Mechanical, General. Evaluation of blast cleaned surface preparation WORK will be based upon comparison of the blasted surfaces with the standard samples available from the NACE, using NACE standards TM-01-70 and TM-01-75.

E. Finish coat shall have a DFT of 2 to 4 mils.

3.13 COATING SYSTEM SCHEDULE, FERROUS METAL

	Item	Surface Preparation	System No.
FM-7	Ferrous surfaces in water passages of all valves 2-inch size and larger, exterior surfaces of submerged valves.	White metal blast cleaning SSPC SP5	(106) fusion bond epoxy
FM-9	Ferrous surfaces of sleeve couplings.	Solvent cleaning SSPC SP1, followed by white metal blast cleaning SSPC-SP10	(106) fusion bond epoxy

3.14 ENVIRONMENTAL REQUIREMENTS

A. No coating work shall be performed under the following conditions:

1. Surface or ambient temperatures exceed the manufacturer’s recommended maximum or minimum allowable.
2. Dust or smoke laden atmosphere.
3. Damp or humid conditions, where the relative humidity is above the manufacturer’s maximum allowable.
4. Substrate and ambient temperatures are less than 5°F above the dew point and are decreasing. Dew point shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce, Weather Bureau psychrometric tables. Elcometer 319 Dew Point meter or equal may also be used.
5. Ambient temperature that is expected to drop below 50°F or less than 5°F above the dew point within 8 hours after application of coating.

END OF SECTION

DIVISION 10 – SPECIALTIES (NOT USED)

DIVISION 11 – EQUIPMENT (NOT USED)

DIVISION 12 – FURNISHING (NOT USED)

DIVISION 13 – SPECIAL CONSTRUCTION (NOT USED)

DIVISION 21 – FIRE SUPPRESSION (NOT USED)

DIVISION 22 – PLUMBING (NOT USED)

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING (NOT USED)

DIVISION 26 – ELECTRICAL

26 10 00 GENERAL

PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A. The work includes also all supervision, labor, materials, equipment, facilities and installation required for the complete electrical systems as indicated on the drawing and called for in these specifications, or as may be reasonably implied by either. When drawings, notes and/or specifications are in conflict, the most stringent requirements shall apply.

- B. The provisions of this Section applies to all electrical items specified in the various Sections of Division 26 of these Specifications, except where otherwise specified or shown in Contract Documents.

- C. Provide complete and operating electrical systems consisting of the following:
 - 1. Power, lighting, control, instrumentation, grounding and lightning as shown on drawings, including switchgears, feeders, subfeeders, grounding, switchboard, transformers, motor control centers, safety switches and starters, panelboards, branch circuits, control wiring, control panels and receptacles and all other equipment shown on drawings or called for in the specifications.
 - 2. Electrical connections to equipment furnished by other trades.
 - 3. Power and control wiring of all motors and electrically operated equipment, including startup and testing. For equipment provided by the Department, shop drawings will be available for inspection during bidding process.
 - 4. Conduits, sleeves, pull, junction and terminal boxes, manholes, etc. required for all exposed, concealed and underground systems.
 - 5. Properly maintained temporary electrical power and lighting as required for all trades.
 - 6. Miscellaneous item obviously required for a complete and operating system (nuts and bolts, masonry anchors, conduit and equipment supports, drilling, welding, scaffolding, crane service, etc.) but not specifically called for on the drawings or specifications.

- D. Visit the project site before submitting a bid. Verify all dimensions shown on the Contract drawings and determine the characteristics of existing facilities which will affect performance of the work, but which are not shown on the drawings or described within these specifications.

1.2 CODES AND STANDARDS

- A. Reference within these Specifications to standards and codes implies that any item, product, or material so identified must comply with the minimum requirements as stated therein. Only the latest revised editions are applicable.

- B. The Specifications, codes and standards listed below form a part of these specifications:
 - 1. National Electrical Code (NEC)
 - 2. National Electrical Contractor's Association (NECA)
 - 3. National Fire Protection Association (NFPA)
 - 4. Underwriters' Laboratories (UL)
 - 5. National Electrical Manufacturers Association (NEMA)
 - 6. American National Standards Institute (ANSI)
 - 7. Federal Specifications (Fed. Spec.)
 - 8. Insulated Power Cable Engineers Association (IPCEA)
 - 9. South Florida Building Code (SFBC)
 - 10. American Concrete Institute (ACI)
 - 11. Institute of Electrical and Electronic Engineers (IEEE)
 - 12. American Society for Testing and Materials (ASTM)
 - 13. American Society of Mechanical Engineers (ASME)

- C. Furnish equipment listed and bearing the label of Underwriters' Laboratories Inc. (UL) or of an independent testing laboratory acceptable to the Engineer and the local Code enforcement agency having jurisdiction.

- D. Install equipment and materials in compliance with applicable provisions of the OSHA Safety and Health Standards (29CFR1910 and 29CFR1926, as applicable), State Building Standards and applicable local codes and regulations.

1.3 DRAWINGS

- A. The drawings indicate the extent and general arrangements of equipment and wiring systems. If any departures from the drawings are deemed necessary by the Contractor, details of such departures and reasons therefor shall be submitted to the Department for approval within thirty days after award of the Contract. No such departures shall be made without the prior written approval of the Department. All items not specifically mentioned in the specifications or noted on the drawings but obviously necessary to make a complete working installation shall be included.

- B. Mechanical equipment shown on the electrical drawings is included solely as a convenience to the Contractor and is not to be regarded as necessarily final or complete nor superseding in any way the work outlined in the mechanical specifications and drawings. Where electrical plans differ from the mechanical plans in regard to horsepower, voltage, phases, load rating or equipment location, the information shown on the mechanical drawings prevails and the required power shall be provided.

- C. Wiring as shown on drawings are for a typical installation and based on the requirement for similar jobs but might not show all conductors required for this particular Contract. Coordinate with the manufacturers of proposed equipments the power and control wiring requirement and bid the job accordingly.

1.4 SHOP DRAWINGS

- A. Within 30 days after the date of the award of the Contract, and before any material or equipment is purchased, submit to the Engineer for approval, a complete list in quintuplicate of electrical materials, fixtures and equipment to be incorporated in the work. Include catalog number, diagrams, drawings, material, finish, dimensions, fabrication details, installation and maintenance instructions books, interconnecting wiring diagrams, compliance with standards, UL approval and any other descriptive data as may be required by the Engineer. No material shall be delivered or installed previous shop drawings approval.
- B. Provide detailed operational information of control systems, particularly those related to wiring, ladder and logical diagrams as well as a detailed sequence of operations of every component such as relays, lamps, timer, counter, etc. that makes up the proposed system.
- C. Prepare a detailed system interconnection diagram, including the coordination of drawings and equipment from the various suppliers. This submittal shall be considered a shop drawing and shall include block and step by step process diagrams if needed for clarification or requested by the Engineer.
- D. When submitting alternated items, provide a complete price breakdown for both, the original item and the proposed alternate item. This breakdown shall be in identical form for both items in NECA form or similar. Specify the net change in Contract price for each item and for the total price. Provide also complete information on every proposed alternate items for comparison and technical evaluation. Alternate proposals will not be considered prior to Bid opening.
- E. Approval of material will be based on the manufacturer's compliance with the specifications, published ratings, or on test results where specified.
- F. Any deviation from the specifications or drawings shall be listed separately and submitted with shop drawings. Failure to list all deviations shall be grounds for requiring removal of such items and installation of items in accord with the specifications at no extra cost to the Department.
- G. Where installation procedures or part of the installation procedures are required to be in accordance with manufacturers' instructions, submit printed copies of those instructions. Do not proceed with the installation until the instructions are processed and authorized. Failure to submit the installation instructions shall be cause for rejection of the equipment or material.

- H. Decision on acceptance or rejection of any and/or all proposed alternate items shall be made by the Engineer only and such decision is final and binding.

1.5 QUALITY ASSURANCE

- A. Provide materials and equipment that are products of manufacturers regularly engaged in the production of such products which are of equal material, design and workmanship. Products shall have been in satisfactory commercial or industrial use for two years prior to bid opening.
- B. Equipment, materials, installation and workmanship shall be in accordance with the mandatory and advisory provisions of NFPA 70.
- C. Equipment shall have a nameplate bearing the manufacturer's name, address, model number and serial number securely affixed in a conspicuous place; the nameplate of the distributing agent will not be acceptable.

1.6 COORDINATION WITH OTHER UTILITIES AND TRADES

- A. The drawings are generally diagrammatic, coordinate the electrical work with the work of other trades and furnish all necessary offsets in raceways, fittings, etc. so that architectural and structural interferences or conflict with conduits, piping, equipment, etc. are prevented.
- B. Where failure to coordinate the work with other trades results that equipment have to be removed and relocated, the Engineer shall determine which one has to be moved regardless of which equipment was installed first. Cutting and patching required for relocation shall exactly match original finish. All relocation work has to be done at no cost to the Department.
- C. Coordinated installation of underground ducts and conduits with other utilities on the site. Details of routing, burial depth, size of bends and termination at each end of service shall be verified on the job site.

1.7 CUTTING AND PATCHING

- A. Make openings through walls, ceilings, roadways, slabs, etc. as required for the installation of electrical equipment. The Contractor is responsible for any damage done when providing such openings and shall patch and refinish to match the existing surface after making such openings.

- B. Any work in new or existing structures that could affect its structural integrity are not permitted without the prior approval of the Engineer. Examples of those works are but not limited to:
 - 1. Conduits, pipes, sleeves or any other item embedded in concrete along or through any beam, column, footing, grade beam, slab, wall or any other structural member.
 - 2. Penetration of existing concrete walls and any other structural members with conduits or bus ducts.
 - 3. Installation of groups of conduits or pipes bundled together or spread affecting the structural integrity of the structural frames, foundations or equipment bases.

- C. On those cases, submit detailed installation shop drawings and do not proceed with the work until approval is granted. When approved, installation shall comply with ACI-318 Section 6.3, Conduits and Pipes Embedded in Concrete.

1.8 STORAGE

- A. Store equipment and material furnished by the Contractor or the Department in a safe and orderly manner. Materials shall not be stored directly on the ground or floor and shall be kept clean, dry and free from damage or deteriorating elements. Damaged or rusted materials shall not be installed until replaced or refinished by the manufacturer. Manufacturer's recommendations for storage of equipment shall be strictly adhered to, including energizing of motor and equipment space heaters.

- B. Department furnished equipment deteriorated while being in the Contractor custody shall be repaired or replaced at the satisfaction of the Department.

1.9 OPERATIONAL MANUALS AND AS BUILT DRAWINGS

- A. Upon completion of the work, prepare and deliver to the Engineer the following:
 - 1. Operation and maintenance manuals for each power, control and special system installed. Manuals shall consist of detailed drawings or catalog sheets for each component, control diagrams and sequence of operation, replacement parts lists, maintenance instructions and possible breakdowns and repairs, description of system operation. Include also complete parts list and name, address and phone number of the supplier and nearest manufacturer's representative of the equipment.

- B. As-built drawings with exact location of underground equipment like conduits, duct banks, grounding, etc. Point to point wiring diagram indicating terminal and wire numbers, color coding and routing.

1. In addition, frame under glass single line "As built" drawings and mount them on wall near respective switchgears, switchboard, MCC's, etc.

1.10 TRAINING

- A. Provide equipment manufacturer instructors for a minimum of forty hours to train designated Department personnel in the operation and maintenance of the different systems of the Contract.

26 10 20 PRODUCTS

1.1 MATERIALS

- A. Furnish equipment, materials and components new, standard current products and latest design of manufacturers regularly engaged in the production of such equipment.
- B. All materials shall bear the label of Underwriter's Laboratory (UL) for the intended use in all cases where this labeling is available or shall be materials reviewed by the code enforcing authorities and Engineer. All components shall be mechanically and electrically compatible with rating of apparatus in which installed.
- C. Equipment of a similar nature shall be identical. Example: All switchboards (i.e., switchgear, motor control centers) and panelboards shall be of the same manufacturer and of the same style.
- D. Coordinate shipping lengths of switchgears, motor control centers, etc. Those equipment's shall be able to be removed and replaced in the future if necessary with the access and openings provided in the structure.
- E. Furnish panelboards, terminal cabinets and other equipment requiring wire and cable terminations, with wiring gutter sized as required by NEC Tables 373-6(a) and 373-6(b).
- F. For the control system provide all required relays, timers, control switches, push buttons, indicating lights, wire, conduit and fittings.
- G. When reference is made to one manufacturer's name and catalog number, it does not necessarily mean that the equipment is an "off the shelf" item. Variances may be required for finish, material or other modifications. The Contractor shall assure that all such required modifications are made.
- H. Provide single phase protection devices for circuit breaker combination starters with current limiting fuses to ensure that the circuit breaker trips if any fuse blows.
- I. Provide disconnecting means capable of being locked out for machines and other equipment to prevent unexpected starting or release of stored energy in accordance with

29 CFR 1910.147. Mechanical isolation of machines and other equipment shall be in accordance with the requirements of Division 15, Mechanical.

1.2 ACCESSORIES

- A. Use hardware and accessory fittings that are:
 - 1. Corrosion protected and suitable for the atmosphere in which they are installed.
 - 2. Designed, intended and appropriated for the use, and at the same time, complement the items with which they are used.
 - 3. U.S. standard sizes.

1.3 SPARE PARTS

- A. Submit a list of manufacturers recommended spare parts for all major equipment including descriptions of each part, part number and cost.
- B. Furnish lighting fixtures with lamps. Where size is not specified or shown on the drawings, furnish the largest lamp for which the fixture is rated. Supply at least ten percent, but not less than two spare lamps for each type of lighting fixture specified.
- C. Furnish fusible equipment with fuses, and ten percent (three minimum) of spare fuses of each type.
- D. Furnish control equipment with spare parts, ten percent (three minimum) of relays, fuses, pilot lights, etc. and one spare of each different fully assembled electronic board.
- E. Turn over to an authorized person spare parts provided with any equipment. Obtain signed and dated receipt for them.

PART 1. EXECUTION

3.01 INSTALLATION

- A. All materials shall be installed at the locations shown on the drawings and in accordance with the specific manufacturer's recommended installation methods.
- B. External control circuits or interlock circuits between motors and other equipment such as pressure or temperature switches, thermostats, etc., shown or not in the electrical drawings, have to be wired in compliance with the provisions of Division 26, Electrical.
- C. All equipment shall be set level, at the correct heights, properly aligned and bolted together where delivered in sections. Install surface mounted equipment, including panelboards, automatic transfer switches, safety switches, individually mounted enclosed circuit

breakers, motor starters, etc., on a metal framing support system (continuous slot metal channel system).

- D. Install conduit and equipment in such a manner as to avoid obstructions, preserve head room and keep openings and passageways clear.
- E. Secure all materials and equipment firmly in place. All screws, bolts, nuts, clamps, fittings or other fastening devices shall be made up tight. Do not weld electrical materials for attachment and/or support.
- F. Effectively ground all equipment in accordance with the NEC and as specified hereinafter. Use thermoweld process for taps to grounding grid and ground rods and appropriate two holes bolted tongue type connectors for above ground connections.
- G. Provide minimum four inches high concrete pad with steel reinforcing and necessary bolts, anchors, inserts and conduit sleeves for floor mounted self-supported equipment such as transformers, switchgears, switchboards, control panels, and motor control centers and extend the pad in front of equipment to facilitate removal of breakers and starters that have to be rolled out.
- H. Cutting, welding, or other weakening of building structure to facilitate equipment and materials installation are not be permitted.
- I. Light fixtures are intended to be supported by the ceiling support system, however, where additional supports are required they shall be provided by the Contractor.
- J. Where dimensions are given, the equipment is to be placed accordingly. Where equipment is not located by dimension, it shall be located in the area shown, exercising coordination with other trades and providing appropriate maintenance space around the equipment and working clearance that meet or exceed code requirements as per NEC Tables 110-16(a) and 110-34(a).
- K. In areas designated as hazardous locations, all electrical equipment has to be certified for use in those areas and the installation must meet the related NEC for the class selected.
- L. Use PVC coated rigid steel conduits and fittings in areas with corrosive ambient such as those exposed to primary and secondary sewage.

3.02 IDENTIFICATION

- A. Clearly and permanently label electrical equipment such as switchgears, disconnects switches, starters, panelboards, transformers, control and alarm panels, etc., with securely fastened nameplates made of 1/16 inch thick black laminated plastic with 1/4 inch high white letters indicating electrical characteristics and identification.

- B. Include in the nameplate whatever information applies, such as: voltage, current rating, number of phases, the panel and circuit number from which the equipment is fed, and the item it controls
- C. Use red nameplates for emergency equipment, including disconnect ahead of main panel, and all electrical equipment related to the fire alarm system.
- D. Identify panelboards circuits with a door mounted, plastic protected, typewritten directory.
- E. Use color coding, flame and abrasion resistant vinyl plastic tape equal to Scotch No. 35 to identify conductor's phases. Colors as indicated in standards, drawing packages.
- F. Identify control conductors with permanent, non-conductive tags at panels, terminal boxes and control stations to indicate their control function and feeders at every accessible point.
- G. Feeder conduits shall be identified at wireways, panels, pull boxes, cabinets and similar locations to assist in future circuit tracing. Use adhesive markers, Dymo Labels or other approved methods.
- H. Identify every conduit stub up with stamped nonferrous tags attached with stainless steel wire.
- I. For identification of conduits and conductors, use the ID number as shown in the Wiring and Conduit Schedule.

3.03 EQUIPMENT CONNECTIONS

- A. Make all connections and install and connect starters, contactors, and controls, including wiring requirements as determined in accordance with control wiring diagrams furnished for the equipment.
- B. Examine other discipline drawings and make connections to equipment furnished by other contractors even if not shown in the electrical drawings.
- C. Changes required by the Contractor furnished equipment shall be the Contractor's responsibility.

3.04 TESTING

A. General:

1. No existing electrical service shall be interrupted, test will be with a temporary power supply by the Contractor.
2. Notify the Engineer 30 days prior to commencement of all tests so they can be witnessed and submit the following:

- a. Schedule for performing inspections and tests.
 - b. List of the testing equipment to be used.
 - c. Sample copy of equipment and material test forms.
3. Test equipment to have accuracy and been calibrated in accordance with the International Electrical Testing Association.
 4. Correct at no cost to the Department, any defects or variances from standard or specified conditions found during these tests.
 5. Tighten with calibrated torque wrench and to manufactures' recommendations, all accessible bolted connections, including the wiring connections.
 6. Prior to the final test, perform continuity, insulation, and resistance tests to assure there are no shorts or unintentional ground in the entire electrical system.
 7. Energize, start-up and test operate all the systems and equipment in the presence of the Engineer.
 8. Energize the main service and all feeders and branch circuits from the normal power source. Take and record readings of phase to phase and phase to ground voltage, and each phase current at the service entrance, panelboards, transformers (primary and secondary) and at each three phase motors.
 9. Check motors and starters to verify correct operation and inspect panelboards prior cover installation to verify correct conductor sizing and color coding
 10. Test electrical equipment following manufacturers' start-up test procedures and other requirements set up in this and other sections under Division 26.
 11. Conduct high potential tests before and after installation, on each medium voltage feeder conductor applying alternating or direct current voltage. Prior to making the after installation tests, disconnect cables from the equipment. The method, voltage, length of time and other characteristics of the tests shall be in accordance with the standards of IPCEA and as recommended by the cable manufacturer for the type of wire or cable involved.
 12. Make insulation resistance test on each 480 volt and 240 volt feeder conductor before and after installation.
 13. Test insulation of motors 200 HP or less in accordance with IEEE 43 and test voltages of NETA ATS, Table 10.2 for 1-minute duration with resistances tabulated at 30 and 60 seconds. Insulation values to be equal or greater than ohmic values established by the manufacturer. For larger motors, follow manufacturers' insulation test instructions.
 14. Test all lighting fixtures, receptacles and switches and verify they are properly installed. Relamp lighting fixtures with new lamps.
 15. Conduct a complete operating test of the fire alarm system.

B. Personnel and Equipment:

1. Provide instruments and equipment required to test the different systems.
2. Use safety devices such as rubber gloves and blankets, protective screens and barriers, danger signs, etc., to adequately protect and warn all personnel in the vicinity of the tests.
3. Provide qualified personnel, temporary power, lighting, wiring and all materials required to conduct the testing.

4. When specified or required, provide equipment manufacturer's representative to assist in testing their equipment.
5. In the event that equipment fails to pass the tests, provide the services of the equipment manufacturer's representative to assist the Contractor in repairing or troubleshooting their equipment.

C. Quality Assurance

1. Corporately and financially independent organization functioning as an unbiased testing authority with no professional or business association with the manufacturers, suppliers and installers of the tested equipment.
2. Engineers and technicians certified by the International Electrical Testing Association.
3. Registered Professional Engineer in the State of Florida to provide comprehensive project report outlining services performed, test results, recommendations, actions taken and comments.

D. Test Reports

1. Maintain a written record of all tests showing dates, personnel making test, equipment or materials tested, tests performed, and results. Have reports signed by the Department Engineer that witnessed the test.
2. Furnish tabulated and certified test reports.

3.05 TOOLS

- A. Use only tools designed for the particular operation. Keep tools in good condition and do not use worn or broken tools.
- B. Turn over to an authorized person, special tools provided with any equipment. Obtain signed and dated receipt for them.

3.06 CLEAN-UP AND PAINTING

- A. After completion of the installation, clean inside and outside equipment enclosures removing foreign material, grease, dust, rust and chipped plaster and concrete until left in brand new condition.
- B. Clean lighting fixtures, lenses and reflectors.
- C. Remove corrosion found on metal surfaces and repair to prevent future corrosion.

- D. Touch-up painting where finished surfaces have received minor scratches during installation. When damage cannot be corrected with minor touch-up, equipment shall be refinished at the factory at no cost to the Department.

3.07 FINAL INSPECTION

- A. On completion of the final inspection, deliver to the Department the Certificate of Final Inspection from the local authority having jurisdiction.

END OF SECTION

DIVISION 27 – COMMUNICATIONS (NOT USED)

DIVISION 28 – ELECTRONIC SAFETY & SECURITY (NOT USED)

DIVISION 31 – EARTHWORK

31 10 00 SITE PREPARATION

PART 1 - GENERAL

1.1 THE SUMMARY

- A. In its initial move onto the Site, the CONTRACTOR shall protect existing fences, houses and associated improvements, streets, and utilities downslope of construction areas from damage due to boulders, trees, or other objects dislodged during the construction process and clear, grub, strip; and regrade certain areas, in accordance with the Contract Documents.

1.2 SITE INSPECTION

- A. Prior to moving onto the Site, the CONTRACTOR shall inspect the Site conditions and review maps of the Site.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CLEARING, GRUBBING, AND STRIPPING

- A. Construction areas shall be cleared of grass and weeds to at least a depth of 6-inches and cleared of structures, pavement, sidewalks, concrete or masonry debris, trees, logs, upturned stumps, loose boulders, and any other objectionable material of any kind which would interfere with the performance or completion of the WORK, create a hazard to safety, or impair the subsequent usefulness of the WORK, or obstruct its operation. Loose boulders within 10-feet of the top of cut lines shall be incorporated in landscaping or removed from the Site. Trees and other natural vegetation outside the actual lines of construction shall be protected from damage during construction.
- B. Within the limits of clearing, the areas below the natural ground surface shall be grubbed to a depth necessary to remove stumps, roots, buried logs, and other objectionable material. Septic tanks, drain fields, and connection lines and any other underground structures, debris or waste shall be removed if found on the Site. Objectionable material from the clearing and grubbing process shall be removed from the Site and wasted in approved safe locations.
- C. Unless otherwise indicated, native trees larger than 3-inches in diameter at the base shall not be removed without the ENGINEER's approval. The removal of any trees, shrubs, fences, or other improvements outside of rights-of-way, if necessary, for the CONTRACTOR's choice of means and methods, shall be arranged with the owner of the property, and shall be removed and replaced, as part of the WORK.

3.2 OVEREXCAVATION, REGRADING, AND BACKFILL UNDER FILL AREAS

- A. After the fill areas have been cleared, grubbed, and excavated, the areas to receive fill will require over excavation, regrading, and backfill, consisting of the removal and/or stockpiling of undesirable soils. The ground surface shall be recontoured for keying the fill and removing severe or abrupt changes in the topography of the Site.
 - 1. Topsoil: This soil mantles the siltstone/claystone which comprises much of the hillslope on the southern, approximately two-thirds of the plant site.
 - 2. Colluvium: This material is also present on the hillsides and covers the valley floor of the Site.
 - 3. Artificial Fill (Quarry Waste): Most of this material is present on the west side of the plant site near Rosalind Lane.
- B. Any undesirable topsoil and colluvium shall be removed to the level designated by the ENGINEER and stockpiled for subsequent use as the first material to be placed in the compacted fill.

END OF SECTION

31 23 19 DEWATERING

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall dewater trench and structure excavations, in accordance with the Contract Documents and applicable regulatory agencies with jurisdiction. The CONTRACTOR shall secure all necessary permits from DERM, and other regulatory agencies as required to complete the requirements of this Section of the Specifications.
- B. All dewatering operations shall discharge to existing storm drainage systems or canals, unless otherwise directed by regulatory agencies. The CONTRACTOR shall flush clean all existing storm drainage structures and piping utilized for dewatering operations to remove sediment that may have been deposited during dewatering operations.
- C. The CONTRACTOR shall furnish and install all turbidity barriers, settling tanks, and other equipment as required by DERM, South Florida Water Management District, TOWN, and any other regulatory agency.

1.2 CONTRACTOR SUBMITTALS

- A. Prior to commencement of excavation, the CONTRACTOR shall submit a detailed plan and operation schedule for dewatering of excavations. The detailed plan shall include mitigation measures to prevent settlement of nearby structures and a contingency plan for restoring nearby structures if settlement is observed as a result of the CONTRACTOR's dewatering operations. The CONTRACTOR may be required to demonstrate the system proposed and to verify that adequate equipment, personnel, and materials are provided to dewater the excavations at all locations and times. The CONTRACTOR's dewatering plan is subject to review by the ENGINEER.
- B. All dewatering shall comply with the regulations of the South Florida Water Management District and DERM.

1.3 QUALITY CONTROL

- A. It shall be the sole responsibility of the CONTRACTOR to control the rate and effect of the dewatering in such a manner as to avoid all objectionable settlement and subsidence.
- B. All dewatering operations shall be adequate to assure the integrity of the finished project and shall be the responsibility of the CONTRACTOR.
- C. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, reference points shall be established and observed at frequent intervals to detect any settlement which may develop. The responsibility for conducting the dewatering operation in a manner which will protect adjacent structures and facilities rests solely with

the CONTRACTOR. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the CONTRACTOR.

- D. CONTRACTOR shall survey, record and report the reference points on a daily basis, and submit the written log to the ENGINEER at the completion of construction. The ENGINEER shall be immediately notified should any sign of settlement is observed. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the CONTRACTOR.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Dewatering, where required, may include the use of well points, sump pumps, temporary pipelines for water disposal, rock or gravel placement, and other means. Standby pumping equipment shall be maintained on the Site.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. The CONTRACTOR shall provide all equipment necessary for dewatering. It shall have on hand, at all times, sufficient pumping equipment and machinery in good working condition and shall have available, at all times, competent workmen for the operation of the pumping equipment. Adequate standby equipment shall be kept available at all times to insure efficient dewatering and maintenance of dewatering operation during power failure.
- B. Dewatering for structures and pipelines shall commence when groundwater is first encountered and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this Section or other requirements.
- C. At all times, site grading shall promote drainage. Surface runoff shall be diverted from excavations. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and be pumped or drained by gravity from the excavation to maintain a bottom free from standing water.
- D. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
- E. The CONTRACTOR shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation construction, backfilling, and up to acceptance.
- F. Flotation shall be prevented by the CONTRACTOR by maintaining a positive and continuous removal of water. The CONTRACTOR shall be fully responsible and liable for all damages which may result from failure to adequately keep excavations dewatered.

- G. If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, the affected areas shall be excavated and replaced with drain rock.
- H. The CONTRACTOR shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation construction, backfilling, and up to acceptance.
- I. If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering and shall be sandpacked and/or other means used to prevent pumping of fine sands or silts from the subsurface. A continual check by the CONTRACTOR shall be maintained to ensure that the subsurface soil is not being removed by the dewatering operation.
- J. The CONTRACTOR shall dispose of water from the WORK in a suitable manner without damage to adjacent property. CONTRACTOR shall be responsible for obtaining any permits that may be necessary to dispose of water. No water shall be drained into work built or under construction without prior consent of the ENGINEER. Water shall be filtered using an approved method to remove sand and fine-sized soil particles before disposal into any drainage system.
- K. Dewatering of trenches and other excavations shall be considered as incidental to the construction of the WORK and all costs thereof shall be included in the various contract prices in the Bid Forms, unless a separate bid item has been established for dewatering.
- L. The CONTRACTOR'S attention is directed to the geotechnical reports included in Appendix of the technical specifications.
- M. Discharge directly or indirectly through existing storm drains into canals shall meet the requirements of the DERM, South Florida Water Management District, TOWN, and all other applicable regulatory agencies.
- N. The CONTRACTOR shall flush clean all existing storm drainage and structures and piping utilized for dewatering operations to remove sediment that may have been deposited during dewatering operations.

END OF SECTION

31 30 00 EARTHWORK

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall perform earthwork as indicated and required for construction of the WORK, complete and in place, in accordance with the Contract Documents.
- B. The work included under this Section includes excavating, backfilling and compaction as required for the construction of the piping system specified herein.
- C. Sheeting and Bracing: The CONTRACTOR'S attention is directed to the provisions of 29 C.F.Rs. 1926.650 Subpart of the OSHA excavation safety standards which require that all banks and trenches over 5 feet high shall be shored or sloped to the angle of repose. Trench excavation in excess of 5 feet shall conform to the Florida Trench Safety Act (F.S. Ch. 553). Excavations shall be sloped or otherwise supported in a safe manner in accordance with the Florida Trench Safety Act (F.S. Ch. 553) and the requirements of OSHA Safety and Health Standards for Construction (29CFR1926).
- D. See Section 31 30 20 for Shoring specifications.

1.2 CONTRACTOR SUBMITTALS

- A. The CONTRACTOR shall submit samples of materials proposed for the WORK in conformance with the requirements of Section 01300 – Contractor Submittals.
- B. Sample sizes shall be as determined by the testing laboratory.
- C. Submittals shall be in accordance with Specification 01 33 00 – Contractor Submittals.

1.3 UNIFIED SOIL CLASSIFICATION SYSTEM

- A. References in this Section to soil classification types and standards shall have the meanings and definitions indicated in ASTM D 2487.
- B. The CONTRACTOR shall be bound by applicable provisions of ASTM D 2487 in the interpretation of soil classifications.

PART 2 - PRODUCTS

2.1 FILL AND BACKFILL MATERIAL REQUIREMENTS

- A. General

1. Fill, backfill, and embankment materials shall be selected or shall be processed and clean fine earth, rock, gravel, or sand, free from grass, roots, brush, other vegetation and organic matter.
2. Fill and backfill materials that are to be placed within 6 inches of any structure or pipe shall be free of rocks or unbroken masses of earth materials having a maximum dimension larger than 3 inches.

B. The following types of materials are defined:

1. Common Fill: Common fill material shall be non-cohesive ($PI \leq 10$) and shall consist of mineral soil substantially free of clay, organic material, loam, wood, trash and other objectionable material which may be compressible, or which cannot be properly compacted. Common fill shall not contain stones larger than 6 inches in any dimension, asphalt, broken concrete, masonry, rubble or other similar materials. The common fill shall have physical properties such that it can be readily spread and compacted during filling. Additionally, common fill shall be no more than 35 percent by weight finer than the No. 200 mesh sieve unless finer material is approved for use in a specific location by the ENGINEER.
2. Select Common Fill: Select common fill material shall be as specified above with the exception that the material shall contain no stones more than 1-1/2 inches in largest dimension and shall be no more than 5 percent by weight finer than the No. 200 mesh sieve. Select backfill for copper tubing shall be limerock screenings or sand. Sand shall be graded sand with 100 percent passing a 3/8-inch sieve and not more than 5 percent passing a No. 200 sieve. Select backfill material may be material resulting from excavation, if suitable in the opinion of the OWNER, carefully selected to comply with these requirements.
3. Bedding Rock: Bedding rock material used in pipe trench within pipe zone, under abutments, and under concrete structures shall be crushed stone or gravel meeting the gradation and durability requirements of FDOT No. 89 and FDOT No. 57 stone, as indicated on the Drawings. Number 131 and 132 Screenings may be substituted for FDOT No. 89. Only FDOT No. 57 and FDOT No. 89 stone can be used in excavations below the transitional water table. Onsite materials proposed by the CONTRACTOR for bedding materials will be considered by the ENGINEER on a case-by-case basis.
4. Structural Fill: Materials for structural fill shall be bedding rock or select common fill as specified herein or suitable material as approved by the ENGINEER.
5. Suitable Material: Materials classified by AASHTO as A-1-a, A-1-b, A-3, or A-2-4 shall be considered suitable material.
6. Mixing or blending of materials to obtain a suitable composite is the CONTRACTOR's option but is subject to the approval of the ENGINEER.

7. Suitable materials may be obtained from on-Site excavations, may be processed on-Site materials, or may be imported.
 8. If imported materials are required by this Section or are required in order to meet the quantity requirements of the WORK, the CONTRACTOR shall provide the imported materials as part of the WORK.
 9. Unsuitable Material: Materials deemed not suitable for use on the project by the ENGINEER. Unsuitable materials are defined as follows:
 10. Soils that have more than 35% by weight finer than the #200 mesh sieve or a PI of 10 or greater.
 11. Soils with highly organic materials with 5% or greater organic content by weight.
 12. Soils which, when classified under ASTM D 2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System), fall in the classifications of Pt, OH, CH, MH, or OL.
- C. Piping Backfill: Piping backfill shall be as indicated on the drawings. Backfill materials shall be used as indicated in the Table below.

Piping Backfill – Refer to Miami-Dade County Standard Details	
Pipe Bedding	Bedding Rock
Pipe Zone Backfill	Common Fill
Trench zone backfill	Common Fill
Final backfill under unpaved areas	Common Fill
Final backfill under paved areas	As specified in detailed on the Drawings
Replace pipeline trench over excavation	Bedding rock to the grade of the bottom of the pipe
Underneath manholes and vaults	Structural fill or as indicated on the drawings. See Item 1 below.
Where pipes pass through structure walls, manholes, or catch basin inlets	Structural fill shall be placed for a distance of 3 feet on either side of the vertical center line of the pipe and the CONTRACTOR shall make special efforts to compact the fill up to the horizontal centerline of the pipe.

D. Suitable Materials

1. Suitable backfill material shall be clean, shall not be expansive nor have high organic content, shall be free of clay, marl, unstable materials, debris, lumps and clods, and shall meet the following requirements:
 - a. Maximum Liquid Limit shall not exceed 12 as determined by ASTM D 423.
 - b. Maximum PlastiTOWN Index shall not exceed 35 as determined by ASTM D 424.
 - c. Not more than 10 percent of weight shall be finer than 74-micron (No. 200) U.S. Standard Sieve.
2. Materials not defined below as unsuitable will be considered as suitable materials and may be used in fills, backfilling, and embankment construction, subject to the indicated requirements.
3. If acceptable to the ENGINEER, some of the material listed as unsuitable may be used when thoroughly mixed with suitable material to form a stable composite.
4. Mixing or blending of materials to obtain a suitable composite is the CONTRACTOR's option but is subject to the approval of the ENGINEER.
5. The CONTRACTOR shall submit certification to the ENGINEER that the chloride concentration in imported materials within the pipe zone does not exceed 100 ppm, when tested in accordance with the requirements of AASHTO T291-94 – Standard Method of Test for determining Water-Soluble Chloride Ion Content in Soil.
6. Suitable materials may be obtained from on-Site excavations, may be processed on-Site materials, or may be imported.

2.2 MATERIALS TESTING

A. Samples

1. The CONTRACTOR shall be responsible for material sampling testing.
2. The CONTRACTOR shall provide test trenches and excavations as required for materials sampling and testing.
3. The CONTRACTOR shall obtain the services of a certified testing company for all materials testing. The CONTRACTOR shall submit the name and contact information of the testing company to the ENGINEER for approval prior to initiating construction.
4. The CONTRACTOR shall submit all material testing results to the ENGINEER within one (1) week of receipt.

5. The ENGINEER may direct the CONTRACTOR to supply samples for testing of any material used in the WORK.
- B. Particle size analysis of soils and aggregates will be performed using ASTM D 422 - Standard Test Method for Particle-Size Analysis of Soils.
- C. Determination of sand equivalent value will be performed using ASTM D 2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.

2.3 IDENTIFICATION TAPE

- A. Unless otherwise indicated, identification tape shall be placed above buried pipelines that are not comprised of magnetic components at least in part.

PART 3 - EXECUTION

3.1 EXCAVATION AND BACKFILLING – GENERAL

A. General

1. Except when specifically provided to the contrary, excavation shall include the removal of materials, including obstructions, that would interfere with the proper execution and completion of the WORK.
2. The removal of such materials shall conform to the lines and grades indicated or ordered.
3. Unless otherwise indicated, the entire Site shall be stripped of vegetation and debris and shall be grubbed, and such material shall be removed from the Site prior to performing any excavation or placing any fill.
4. Sheeting and Shoring: The CONTRACTOR shall furnish, place, and maintain supports and shoring that may be required for the sides of excavations. Excavations shall be sloped or otherwise supported in a safe manner in accordance with applicable state safety requirements and the requirements of OSHA Safety and Health Standards for Construction (29CFR1926) and the Florida Trench Safety Act (F.S. Ch. 553).
 - a. The CONTRACTOR shall construct, brace, and maintain the excavation as required to support the sides of excavations and to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction and to protect adjacent structures, existing piping and/or foundation material from disturbance, undermining or other damage.
 - b. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and compacted to the degree required for the material to be placed in the area inside of the sheeting excavation.

5. The CONTRACTOR shall provide quantity surveys where so required to verify quantities for Unit Price Contracts.
6. Surveys shall be performed prior to beginning WORK and upon completion by a surveyor licensed in the state where the Site is located.

B. Removal and Exclusion of Water (Dewatering)

1. The CONTRACTOR shall complete dewatering in accordance to Specifications 23 19 – Dewatering
2. The CONTRACTOR shall remove and exclude water, including stormwater, groundwater, irrigation water, and wastewater, from excavations.
3. Dewatering wells, wellpoints, sump pumps, or other means shall be used to remove water and continuously maintain groundwater at a level at least 2 feet below the bottom of excavations before the excavation WORK begins at each location.
4. Water shall be removed and excluded until backfilling is complete and field soils testing has been completed.

3.2 OVER-EXCAVATION

A. Indicated

1. Where areas are indicated to be over-excavated, excavation shall be to the depth indicated, and backfill shall be installed to the grade indicated.

B. Not Indicated

1. When ordered to over-excavate areas deeper and/or wider than required by the Contract Documents, the CONTRACTOR shall over-excavate to the dimensions ordered and backfill to the indicated grade.

C. Neither Indicated nor Ordered

1. Any over-excavation carried below the grade that is neither ordered or nor indicated shall be backfilled and compacted to the required grade with the indicated material as part of the WORK

3.3 EXCAVATION IN LAWN AREAS

- A. Where excavation occurs in lawn areas, the sod shall be carefully removed, dampened, and stockpiled in order to preserve it for replacement.

- B. Excavated material may be placed on the lawn, provided that a drop cloth or other suitable method is employed to protect the lawn from damage, but the lawn shall not remain covered for more than 72 hours.
- C. Immediately after completion of backfilling and testing of the pipeline, the sod shall be replaced and lightly rolled in a manner as to restore the lawn as near as possible to its original condition.
- D. The CONTRACTOR shall provide new sod if the stockpiled sod has not been replaced within 72 hours.

3.4 EXCAVATION IN VICINITY OF TREES

- A. Except where trees are indicated to be removed, trees shall be protected from injury during construction operations.
- B. No tree roots larger than 2 inches in diameter shall be cut without the express permission of the ENGINEER.
- C. Trees shall be supported during excavation by any means previously reviewed and accepted by the ENGINEER.

3.5 ROCK EXCAVATION

- A. Rock excavation and disposal shall be performed by the CONTRACTOR where rock is encountered in the installation of the WORK at his own expense.
- B. Blasting will not be permitted.

3.6 BLASTING

- A. Explosives and Blasting: Blasting will not be permitted.

3.7 DISPOSAL OF EXCESS EXCAVATED MATERIAL

- A. The CONTRACTOR shall be responsible for the removal and disposal of all excess excavated material.
- B. No excess material shall be stored within the ROW during non-working hours. Excess excavated material can be stored temporarily at the Contractor's laydown area at the Park TOWN WTP until such time that it can be removed from the site for disposal.
- C. Material shall be disposed of at an approved on-Site disposal area or off-Site at a location arranged by the CONTRACTOR in accordance with laws and regulations regarding the disposal of such material.

3.8 BACKFILL

A. General

1. Backfill shall not be dropped directly upon any structure or pipe.
2. Backfill shall not be placed around or upon any structure until the concrete has attained sufficient strength to withstand the loads imposed.
3. Backfill over and around pipes shall begin as soon as practical after the pipe has been laid, jointed, and inspected.
4. Except for drainrock materials being placed in over-excavated areas or trenches, backfill shall be placed after water is removed from the excavation and the trench sidewalls and bottom have been dried to moisture content suitable for compaction.

B. Pre-Placement Conditions

1. Immediately prior to placement of backfill materials, the bottoms and sidewalls of trenches and structure excavations shall have any loose, sloughing, or caving soil and rock materials removed.
2. Trench sidewalls shall consist of excavated surfaces that are in a relatively undisturbed condition before placement of backfill materials.

C. Layering

1. Backfill materials shall be placed and spread evenly in layers.
2. When compaction is achieved using mechanical equipment, the layers shall be evenly spread such that when compacted, each layer shall not exceed 12 inches in thickness.

D. During spreading, each layer shall be thoroughly mixed as necessary in order to promote uniformity of material in each layer. Backfill around pipes shall be manually spread around the pipe so that when compacted, the backfill will provide uniform bearing and side support.

E. Moisture Content

1. Where the backfill material moisture content is below the optimum moisture content, water shall be added before or during spreading until the proper moisture content is achieved.
2. Where the backfill material moisture content is too high to permit the indicated degree of compaction, the material shall be dried until the moisture content is satisfactory.

- F. The surface of filled areas shall be graded to smooth true lines, strictly conforming to the grades shown on the Drawings. Neither soft spots nor un-compacted areas will be permitted in the WORK.

3.9 PIPELINE AND UTILITY TRENCH EXCAVATION AND BACKFILL

A. General:

1. Unless otherwise indicated or ordered, excavation for pipelines and utilities shall be open-cut trenches with minimum widths as indicated.
2. Where pavements or sidewalks are cut, they shall be cut by means of a mechanical pavement saw to form true and straight edges which shall in general be either parallel or at right angles with the centerline of the pipe.

B. Trench Bottom

1. Except where pipe bedding is required, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe. Excavate pipe trenches to a minimum of 6-inches below the outside bottom of the proposed pipe barrel to provide for the installation of bedding material.
2. Excavations for pipe bells and welding shall be made as required.
3. Where pipe bedding is required, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe bedding.

C. Open Trenches

1. The maximum amount of open trench permitted in any one location shall be 500 feet or the length necessary to accommodate the amount of pipe installed in a single Day, whichever is greater.
2. Trenches shall be fully backfilled at the end of each Day or, in lieu thereof, shall be covered by heavy steel plates adequately braced and capable of supporting vehicular traffic in those locations where it is impractical to backfill at the end of each Day.
3. These requirements for backfilling or use of steel plate will be waived in cases where the trench is located further than 100 feet from any traveled roadway or occupied structure; in such cases, however, barricades and warning lights meeting appropriate safety requirements shall be provided and maintained.

D. Embankments, Fills, and Structural Backfills

1. Where pipelines are to be installed in embankments, fills, or structure backfills, the fill shall be constructed to a level at least one foot above the top of the pipe before the trench is excavated.

2. Upon completion of the embankment or structural backfill, a trench conforming to the appropriate detail may be excavated and the pipe may be installed.

E. Trench Shield

1. If a moveable trench shield is used during excavation operations, the trench width shall be wider than the shield such that the shield is free to be lifted and then moved horizontally without binding against the trench sidewalls and causing sloughing or caving of the trench walls.
2. If the trench walls cave or slough, the trench shall be excavated as an open excavation with sloped sidewalls or with trench shoring, as indicated and as required by the pipe structural design.
3. If a moveable trench shield is used during excavation, pipe installation, and backfill operations, the shield shall be moved by lifting the shield free of the trench bottom or backfill and then moving the shield horizontally.
4. The CONTRACTOR shall not drag trench shields along the trench causing damage or displacement to the trench sidewalls, the pipe, or the bedding and backfill.

F. Placing and Spreading of Backfill Materials

1. Each layer of coarse granular shall be compacted by means of at least 2 passes from a vibratory compactor that is capable of achieving the required density in 2 passes and that is acceptable to the ENGINEER.
2. Where such materials are used for pipe zone backfill, vibratory compaction shall be used at vertical intervals of the lesser of:
 - a. One-half the diameter of the pipe; or
 - b. 24 inches measured in the un-compacted state.
3. In addition, these materials shall be subjected to vibratory compaction at the springline of the pipe and the top of the pipe zone backfill, regardless of whether that dimension is less than 24 inches or not.
4. The material shall be placed and compacted under the haunch of the pipe and up each side evenly so as not to move the pipe during the placement of the backfill.
5. The material shall be placed in lifts that will not exceed 12 inches when compacted to the required density.

G. Mechanical Compaction

1. Backfill around and over pipelines that is mechanically compacted shall be compacted using light, hand-operated vibratory compactors and rollers that do not damage the pipe.
2. After completion of at least 2 feet of compacted backfill over the top of pipeline, compaction equipment weighing no more than 8,000 pounds may be used to complete the trench backfill.

H. Pipe and Utility Trench Backfill

1. Backfilling of pipe trenches will not be allowed until the work has been approved by the OWNER, pressure tested if required, and the OWNER indicates that backfilling may proceed. Any work which is covered or concealed without the knowledge and consent of the OWNER shall be uncovered or exposed for inspection. Partial backfill may be made to help restrain the pipe during pressure testing, if previously authorized by the OWNER.
2. The Contractor shall backfill all trenches and other excavations made in the process of installing the pipe. He shall maintain the surface of the backfill free from major irregularities and potholes.
3. Select backfill material shall be placed under and around the pipe to one foot above the crown (or to two feet above crown for PVC) in 6-inch layers. Each layer shall be thoroughly compacted to at least 100 percent of maximum density as defined by AASHTO Standard No. T-180, "Moisture-Density Relations of Soils using a 10-lb. (4.54 kg.) Rammer and an 18-in. (457 mm) Drop". The material in the ditch may be compacted by either hand tamper or a mechanized power tamper, provided the results obtained meet the continued approval of the OWNER. Particular attention and care shall be exercised in obtaining thorough support for the branch of all service connection fittings. Care shall be taken to preserve the alignment and gradient of the installed pipe.
4. Backfilling and compacting of material lying above a point one foot (or two feet for PVC pipe), above the crown of the pipe and below the pavement base or the surface of the ground, if out of pavement, shall be accomplished in layers not exceeding 9 inches in thickness. Each layer shall be thoroughly compacted with a powered hand tamper or a mechanized power tamper to at least 100 percent of maximum density as determined by AASHTO Specification T-180 or such greater density as may be required by the governing authority over the area in which the work is performed. A testing laboratory will make periodic field tests to determine the density being obtained in each lift, or layer, or the backfill. When compacted backfill fails to meet the specified percentage of maximum density as shown by test results, it shall be reworked and recompacted, and then retested. The reworking, recompacting and retesting of the backfill shall be repeated as many times as may be necessary to obtain compacted backfill with density meeting or exceeding the specified percentage as indicated by test results.

5. The Contractor shall exercise proper care to ensure that no pipe will be broken or displaced through the use of the type of mechanical compacting equipment he selects. Water shall be added as required to obtain optimum moisture to facilitate compaction but ponding or inundation of backfill will not be permitted. These ponding limitations shall not prohibit backfill in a wet trench up to the level of the natural water table if the "Alternate Method of Construction" is utilized.
6. Backfill shall in general be kept up with the rate of pipe laying. The backfill up to the springline of the pipe shall be placed as soon as practical after the laying of the pipe. On parts of the line where ground water level may be high enough to float the pipe, the placing of the backfill and the rate of pumping the trench shall be so controlled as to prevent the pipe from floating or moving from the line and grade shown on the Plans.
7. In the event that sufficient suitable material is not available at any point to properly backfill the trench, the Contractor shall transport suitable material from points of the line where such material is available or shall otherwise furnish suitable material.
8. Suitable material in excess of all backfill requirements and all unsuitable material shall be removed from the work and disposed by the Contractor.
9. Where cuts have been made through unpaved, stabilized rock roadways, driveways and parkways, surface restoration shall consist of 3 inches of compacted limerock overlaid by inches of gravel or graded and washed rock with a maximum diameter of ½-inch, except as otherwise directed by the OWNER. The rock shall be installed over the entire width of the disturbed area and shall closely match the existing rock at each location. Several grades of rock may be required to attain this end, but it is not anticipated that more than one grade will have to be used at any one location.
10. As described above, all pipe trenches shall be excavated to a level 6-inches below the outside bottom of the proposed pipe barrel. The resulting excavation shall be backfilled with approved pipe bedding material, up to the level of the outside bottom of the proposed pipe barrel. This material shall be tamped and compacted to provide a proper bedding for the pipe and shall then be shaped to receive the pipe, including recesses for the pipe bells and couplings. Placing and compacting bedding up to the level of the lower one-third of the pipe barrel shall immediately follow the installation of the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting.
11. Select backfill material may be utilized where the excavated trench bottom is above water.
12. Any excavation below the levels required for installation of the pipe bedding shall be backfilled with approved bedding material, tamped, compacted and shaped to provide proper support for the proposed pipe.

I. Trench Shield

1. If a moveable trench shield is used during backfill operations, the shield shall be lifted to a location above each layer of backfill material prior to compaction of the layer.
2. The CONTRACTOR shall not displace the pipe or backfill while the shield is being moved.

J. Compaction Requirements

1. Maximum density of backfill materials within road base or sub-base shall be determined by AASHTO T-99C, latest revision (ASTM D698). Maximum density of backfill materials not located within road base or sub-base shall be determined by AASHTO T- 99, latest revision (ASTM D698).

Location	Percentage of Maximum Dry Density
Pipe embedment backfill	100
Over-excavated zones under bedding	100
Pipe zone backfill portion above embedment	100
Final backfill, beneath paved areas or structures. See Specification 02510 for Roadway Base requirements.	100
Final backfill, not beneath paved areas or structures.	95
Trench zone backfill, beneath paved areas and structures	100
Trench zone backfill, not beneath paved areas or structures	95

3.10 FIELD TESTING

A. General:

1. The CONTRACTOR shall be responsible for all compaction and material testing. The CONTRACTOR shall provide test trenches and excavations as required.
2. All costs for compaction and material testing shall be the responsibility of the CONTRACTOR.

3. The CONTRACTOR shall obtain the services of a certified testing company for all proctors and compaction testing. The CONTRACTOR shall submit the name and contact information of the testing company to the ENGINEER for approval prior to initiating construction.
4. The CONTRACTOR shall notify the ENGINEER a minimum of 48 hours in advance of all proctor, compaction, and material testing. The ENGINEER or TOWN INSPECTOR shall be present for all sampling and testing.
5. The CONTRACTOR shall submit all proctor, compaction, and material testing results to the ENGINEER within one (1) week of receipt.
6. The CONTRACTOR shall provide compaction testing at a minimum frequency of 50 feet on center for all new pipelines installations. The CONTRACTOR shall provide additional compaction testing at all pipeline bends, deflections, and offsets; at roadway intersections; and as required by the ENGINEER or TOWN to verify conformance with the Contract Documents.

B. Density:

1. Where soil material is required to be compacted to a percentage of maximum density, the maximum density at optimum moisture content will be determined in accordance with Method C of ASTM D 1557.
2. Where cohesionless, free draining soil material is required to be compacted to a percentage of relative density, the calculation of relative density will be determined in accordance with ASTM D 4253 and D 4254.
3. Field density in-place tests will be performed in accordance with ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method, ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth), or by such other means acceptable to the ENGINEER.
4. Density tests shall be made at every 100 linear feet at each lift, with test locations staggered at 25 feet each lift.
5. First test shall be made on the backfill layer 12-inches above the top of the pipe or at the water table, whichever is lower, and on 6-inch lifts thereafter.

C. Remediation

1. In case the test of the fill or backfill shows non-compliance with the required density, the CONTRACTOR shall accomplish such remedy as may be required to ensure compliance.

2. Subsequent testing to show compliance shall be by a testing laboratory selected by the OWNER and paid by the CONTRACTOR.

D. CONTRACTOR'S Responsibilities

1. The CONTRACTOR shall provide test trenches and excavations, including excavation, trench support and groundwater removal for the OWNER's field soils testing operations.
2. The trenches and excavations shall be provided at the locations and to the depths as required by the OWNER.
3. Lawn areas destroyed by test trenching and excavation shall be re-graded and re-landscaped with sod.

3.11 EXPLORATORY EXCAVATIONS

- A. The CONTRACTOR shall excavate and expose buried points of connection to existing utilities as indicated.
- B. Excavation shall be performed prior to the preparation of Shop Drawings for connections and before the fabrication of the pipe
- C. The data obtained from exploratory excavations shall be used in preparing the Shop Drawings.
- D. Data, including dates, locations excavated, and dimensioned sketches, shall be submitted to the ENGINEER within one week of excavation.
- E. Unless otherwise indicated or ordered, excavation for pipelines and utilities shall be open-cut trenches with minimum widths as indicated.
- F. Trench Bottom
 1. Except where pipe bedding is required, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe.
 2. Excavations for pipe bells and welding shall be made as required.
 3. Where pipe bedding is required, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe bedding.

END OF SECTION

31 30 20 SHORING

PART 1 - GENERAL

1.1 GENERAL

- A. Sheeting and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures.
- B. For excavations five (5) feet deep or less, sheeting and shoring shall be installed where necessary to control trench width, protect the workmen and the general public, and prevent damage to this or adjacent work, or structures. When an excavation is in excess of five (5) feet deep, the Contractor shall comply with the provisions of the "Trench Safety Act," Florida Statute 553, Part 3. Method(s) of compliance used shall protect the workmen and the general public, prevent damage to this or adjacent work, structures, utilities, pavements, sidewalks, curbs, gutters and similar improvements both public and private, and provide for proper maintenance of traffic. The trench width may vary to accomplish this and to comply with the "Trench Safety Act," Florida Statute 553, Part 3, but only from a point one (1) foot above the top of the pipe.
- C. Trench widths, when measured at a point 12 inches above the top of the pipe, shall provide a 12-inch maximum clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used. Minimum trench width shall provide at least 6-inches clearance on each side, between the outside of the pipe barrel and the face of the excavation, or sheeting if used.
- D. Where wood sheeting or certain designs of steel sheeting are used, the OWNER may require that the sheeting be cut off at a level two (2) feet above the top of the installed pipe and that portion below that level be left in place. If ordered left in place, sheeting and shoring shall be paid for under the appropriate Quotation Item.
- E. If interlocking steel sheeting is used, the OWNER may permit its complete removal in lieu of the cut-off, providing removal can be accomplished without disturbing the bedding, pipe or pipe alignment. Any damage to the pipe bedding, pipe or pipe alignment shall be cause for rejection of the affected portion of the work.
- F. In areas where trench widths are not limited by right-of-way and/or easement widths, property line restrictions, existing adjacent improvements, including pavements, structures and other utilities, and maintenance of traffic, the trench sides may be sloped to a suitable angle of repose of the excavated material, but only from a point one foot above the crown of the pipe.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END SECTION

31 35 26 EROSION CONTROL BARRIER

PART 1 - GENERAL

1.1 THE REQUIREMENTS

- A. The CONTRACTOR shall provide effective temporary erosion control and sediment control measures during construction or until permanent erosion controls become effective so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project and damage to WORK on the project.
- B. The CONTRACTOR'S attention is called to comply with all necessary NPDES and SFWMD dewatering permit requirements (e.g. erosion control measures) during the execution of the WORK.

1.2 CONTRACTOR SUBMITTALS

- A. Submittals shall be in accordance with Specification 01 33 00 – Contractor Submittals.
- B. Product Data: Manufacturer's catalog sheets on geotextile fabrics.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Temporary erosion and water pollution control features consist of, but are not limited to temporary grassing, temporary sodding, temporary mulching, baled hay, silt fences, and rock dikes.

2.2 SODDING

- A. Sodding material will be in accordance with Specification 32 92 00 – Seeding and Sodding

2.3 HAY BALES

- A. Baled hay or straw dams shall be constructed in accordance with the FDOT Standards Section 104-6.4.9

2.4 ROCK DIKES

- A. Rock dikes shall be constructed in accordance with the FDOT Standards Section 104-6.4.12 using FDOT No. 57 stone with ½" x ½" wire mesh.
- B. All temporary erosion control facilities shall be removed upon completion of the project.

2.5 FABRIC

- A. Fabric shall be woven or non-woven consisting of long-chain polymeric filaments or yarns such as polypropylene, polyethylene, polyester or polyamide. The base plastic shall contain stabilizers and/or inhibitors to make the filaments resistant to deterioration due to ultra-violet light, heat exposure and chemicals. The fabric shall be free of any treatment that may significantly alter its physical properties. The edges of the fabric shall be salvaged or otherwise finished to prevent the outer yarn from pulling away from the fabric.
- B. Fabric shall have the following properties:

Parameter	Standard Method	Value
Grab tensile strength	ASTM D 4632	100 lb
Burst strength	ASTM D 3786	200 psi
Apparent opening size	ASTM D 4751	Between 200 and 70 sieve size

- C. Fabric Manufacturer, or equal

1. Mirafi

2.6 FENCING

- A. Woven wire fabric fencing shall be galvanized, mesh spacing of 6-inches, maximum 14-gauge, at least 30-inches tall.

2.7 FASTENERS

- A. Fasteners to wood posts shall be steel, at least 1-1/2 inches long. Fasteners to steel posts shall be galvanized clips.

PART 3 - EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall prevent pollution of streams, canals, lakes, reservoirs, and other water impoundments by fuels, oils, bitumens, calcium chloride, silt or other disturbing materials. The CONTRACTOR shall conduct and schedule operations to avoid or otherwise minimize pollution by siltation.
- B. The CONTRACTOR shall provide and maintain, for the duration of the project, erosion control barriers as required to prevent erosion and silt loss from the Site. Erosion control

measures shall remain in place until an adequate stand of grass has been established, per FDOT and NPDES standards.

- C. The CONTRACTOR shall not commence clearing, grubbing, earthwork, or other activities that may cause erosion until barriers are in place.
- D. The CONTRACTOR shall provide silt fences around the perimeter of all dirt stockpiles storage or processing areas. The CONTRACTOR shall provide silt fences along the canal side of any waterfront properties used for any construction purposes.
- E. The CONTRACTOR flush and clean existing storm drainage system from deposits caused by the WORK. This will be identified by the OWNER.

3.2 BALED HAY AND BARRIERS

- A. Baled hay and barriers when used shall be constructed in accordance with the details shown in the Drawings and in accordance with Section 104 of the FDOT Standards, 2000 edition. The CONTRACTOR shall construct baled hay or straw dams across water flow paths and place baled hay or straw barriers around drainage structures during the construction to protect against downstream or lateral accumulations of silt and debris. Baled hay or straw dams shall be constructed in accordance with the FDOT Standards, Section 104-6.4.9. The dams shall be placed so as to effectively control silt and debris dispersion under the conditions present on the project, or any conditions created during construction activities, which might tend to produce erosion or the accumulation of silt and debris. Top of bales shall also be placed below the edge of pavement to prevent flooding of the roadway.
- B. The CONTRACTOR shall re-establish, at no increase in the Contract Price, all baled hay or straw dams, or sections thereof, which may become damaged, destroyed, or otherwise rendered unsuitable for their intended function during the construction of the project. All such temporary erosion control facilities shall be removed upon completion of the project.

3.3 ROCK DIKES

- A. Rock dikes shall be constructed in accordance with the FDOT Standards Section 104-6.4.12 using FDOT No. 57 stone with $\frac{1}{2}$ " x $\frac{1}{2}$ " wire mesh. The CONTRACTOR shall construct rock dikes across water flow paths and place rock dikes around drainage structures during the construction to protect against downstream or lateral accumulations of silt and debris. The dikes shall be placed so as to effectively control silt and debris dispersion under the conditions present on the project, or any conditions created during construction activities, which might tend to produce erosion or the accumulation of silt and debris. Rock dikes shall also be placed below the edge of pavement to prevent flooding of the roadway.
- B. The CONTRACTOR shall re-establish, at no increase in the Contract Price, all rock dikes, or sections thereof, which may become damaged, destroyed, or otherwise rendered

unsuitable for their intended function during the construction of the project. All such temporary erosion control facilities shall be removed upon completion of the project.

3.4 INSTALLATION

- A. Barrier systems shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- B. Drop Inlets shall have a 1/2" x 1/2" wire mesh screen over the throat (existing inlets) or grate (for new inlets). A #57 stone barrier shall be provided in front of the throat (existing inlets) or around the inlet structure (new inlets) approximately 4" above the grate/throat. This will allow for water to be filter in moderate rain events and to overflow unobstructed into the inlet in major rain events.
- C. Attach the woven wire fencing to the posts that are spaced a maximum of 6 feet apart and embedded a minimum of 12-inches. Install posts at a slight angle toward the source of the anticipated runoff.
- D. Trench in the toe of the filter fabric barrier with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow. Lay fabric along the edges of the trench. Backfill and compact.
- E. Securely fasten the fabric materials to the woven wire fencing with tie wires.
- F. Reinforced fabric barrier shall have a height of 18-inches.
- G. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.

3.5 HANDLING AND STORAGE

- A. The geotextile fabric shall be wrapped in a protective covering, which is sufficient to protect it from sunlight, dirt and other debris during shipment and storage.

3.6 MAINTENANCE

- A. Weekly inspection and repair or replacement of damaged components of the barrier, and within 24 hours of a 1/2 inch or greater rain event. Maintenance includes removing debris from wire mesh and #57 stone at all protected inlets. Unless otherwise directed, maintain the erosion control system until final acceptance; then remove erosion and sediment control systems promptly.
- B. Remove sediment deposits when silt reaches a depth of 6-inches or 1/2 the height of the barrier, whichever is less. Dispose of sediments on the Site, if a location is indicated on

the Contract Drawings, or at a site arranged by the CONTRACTOR which is not in or adjacent to a stream or floodplain.

- C. During periods of heavy rain (1" or greater as reported by the National Weather Service), the CONTRACTOR shall monitor the temporary erosion control measures to ensure that they are not causing localized flooding. The CONTRACTOR may be required to cut slits in the fabric to drain flooded areas. Fabric shall be replaced after heavy rain events.

END OF SECTION

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 11 13 AC PAVEMENT AND BASE

GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall provide A.C. pavement and base, complete and in place, in accordance with the Contract Documents.
- B. The work specified in this Section consists of the application of bituminous material on previously prepared base in accordance with these specifications and in conformity with the line, grades, dimensions and notes shown on the Drawings.
- C. The CONTRACTOR shall restore asphaltic concrete pavement over the top of new pipe installation as detailed on the Drawings and as specified herein.
 - 1. Following successful pressure testing, the CONTRACTOR shall mill the existing pavement to a depth of 1-inch and provide a new 1-inch asphalt overlay for the entire width of the roadway to the limits indicated. The CONTRACTOR shall mill, saw cut, remove and/or replace the existing asphalt as needed so the final lift of asphalt matches existing grades of driveways and storm drains.
- D. The CONTRACTOR shall construct asphaltic concrete pavement in accordance typical sections as indicated on the Drawings, and as specified herein. The CONTRACTOR shall provide leveling courses and taper asphalt thicknesses to accommodate varying grades, slopes, side slopes and asphalt thicknesses on the existing roadway or adjacent structures.
- E. The CONTRACTOR shall possess an asphalt contractor license issued by Miami-Dade County, Florida or provide an asphalt SUBCONTRACTOR with an asphalt contractor license issued by Miami-Dade County, Florida. The CONTRACTOR or SUBCONTRACTOR shall have a minimum of three (3) satisfactory asphalt projects in Miami-Dade County, Florida where the projects were of equivalent scope, area, and type to this Work. The references shall be submitted to the ENGINEER for review and approval.
- F. The CONTRACTOR shall provide adequate supervision, labor, equipment, materials, testing equipment and hot asphalt meeting the specifications and shall place asphalt to provide a smooth driving surface free of ponding. The CONTRACTOR shall flood the existing asphalt prior to the Work and shall flood the new asphalt at the request of the ENGINEER, OWNER, or TOWN to test and assure that the new asphalt drains properly without ponding.

- G. The CONTRACTOR shall re-grade, add, remove and recompact the lime rock base as needed or as requested by the ENGINEER or OWNER or as required to provide a finished roadway surface that is smooth, provides a smooth ride and drains without ponding. Any asphalt not meeting the Contract Documents and not providing a smooth, level and comfortable driving surface shall be removed in its entirety and replaced by the CONTRACTOR at the CONTRACTOR's expense and with no additional cost to the OWNER.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards

AASHTO M 82	Cut-Back Asphalt (Medium Curing Type)
AASHTO M 140	Emulsified Asphalt
AASHTO M 208	Cationic Emulsified Asphalt
AASHTO M 226	Viscosity Graded Asphalt Cement
ASTM D 242	Mineral Filler for Bituminous Paving Mixtures
ASTM D 692	Coarse Aggregate for Bituminous Paving Mixtures
ASTM D 977	Emulsified Asphalt
ASTM D 1073	Fine Aggregate for Bituminous Paving Mixtures
ASTM D 1188	Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin-Coated Specimens
ASTM D 1557	Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf per cu ft)
ASTM D 2027	Cutback Asphalt (Medium Curing Type)
ASTM D 2397	Cationic Emulsified Asphalt
ASTM D 2726	Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures.
ASTM D 3381	Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D 3515	Hot-Mixed, Hot-Laid Bituminous Paving Mixtures

- B. DOT Specifications: The phrases, "DOT Specifications" or "FDOT Specifications", shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications are referred to herein and are hereby made a part of this Contract to the extent of such references and shall be as binding upon the Contract as though reproduced herein in their entirety.

DOT 160	Stabilizing
DOT 200	Lime rock Base
DOT 300	Prime and Tack Coats for Base Courses
DOT 320	Hot Bituminous Mixtures - Plant Methods and Equipment
DOT 330	Hot Bituminous Mixtures - General Construction Requirements
DOT 331	Type S Asphaltic Concrete
DOT 337	Asphaltic Concrete Friction Courses
DOT 902	Fine Aggregate
DOT 911	Lime rock Material for Base and Stabilized Base
DOT 916	Bituminous Materials

1.3 CONTRACTOR SUBMITTALS

- A. The CONTRACTOR shall submit, in writing, materials testing reports, job-mix formulas, notarized certificates of compliance signed by material producer and CONTRACTOR, certifying that each material item complies with, or exceeds, requirements, and other pertinent information satisfactory to the ENGINEER and OWNER demonstrating that proposed materials and methods will comply with the provisions of this Section. The CONTRACTOR shall submit his proposed job-mix formula for the asphaltic concrete paving and required information for review along with the FDOT requirements for the type of asphalt to be used a minimum of ten (10) days prior to the placement of asphalt.
- B. The CONTRACTOR shall submit a location map, travel route and travel time calculation from the asphalt mix supplier. The CONTRACTOR shall provide documentation that indicates the number and capacities of vehicles that will be provided for the transport and placement of the asphalt.
- C. The CONTRACTOR shall provide documentation of the number and type of equipment, testing equipment and qualified supervisory and labor personnel to be provided to ensure that the asphalt is placed hot and smooth.

- D. Suitability Tests of Proposed Materials: Tests for conformance with the Specifications shall be performed prior to start of the WORK. The samples shall be identified to show the name of the material, aggregate source, name of the supplier, contract number, and the segment of the WORK where the material represented by the sample is to be used. Results of all tests shall be submitted to the ENGINEER for approval. Materials to be tested shall include aggregate base, coarse and fine aggregate for paving mixtures, mineral filler, and asphalt cement.
- E. Trial Batch: Before placing any paving material, a testing laboratory acceptable to the ENGINEER shall prepare a trial batch of asphalt concrete for each job-mix formula to be used by the CONTRACTOR for the work. The trial batch shall be prepared using the aggregates and asphalt cement proposed by the CONTRACTOR and approved by the ENGINEER. The compacted trial batch shall provide a basis for computing the voids ratio, provide an indication of the optimum asphalt content, and establish a basis for controlling compaction during construction. The cost of not more than 2 laboratory trial batch tests will be paid by the OWNER but the CONTRACTOR shall be responsible for the materials. Performing and paying for any additional trial batch testing shall be the CONTRACTOR's responsibility.

PRODUCTS

2.1 MATERIALS

- A. **Limerock Base:** The lime rock base shall consist of either one (1) or two (2) courses of Miami Oolite lime rock conforming to DOT Sections 200 and 911.
- B. **Prime Coat:** The material used for the prime coat shall be cut-back Asphalt Grade RC-70 conforming to DOT Sections 300 and 916 for prime to be used on Miami Oolite formation lime rock.
- C. **Tack Coat:** The material used for the tack coat shall be Emulsified Asphalt Grade RS-2 conforming to DOT Sections 300 and 916.
- D. **Asphaltic Concrete:** The materials and construction of the asphaltic concrete patch and surface courses shall be Type S-III and S-I Asphaltic Concrete conforming to DOT Sections 330, 331, 337 and 916. Final wearing surface shall be Type S-III. Asphaltic concrete mixtures shall be obtained only from plants which comply with the requirements of DOT Section 320 as applicable, using materials specified herein, and producing the specified mixture. General construction requirements for all hot bituminous mixtures specified herein shall conform to DOT Section 330, as applicable.
- E. **Reclaimed asphalt shall not be used.**
- F. Liquid Asphalt for Prime Coat shall be Asphalt Emulsion Prime (AEP) meeting the requirements of D.O.T. Specifications Section 916-4 and Section 300.

- G. Liquid Asphalt for Tack Coat shall be Asphalt Emulsion Prime (AEP), conforming to the requirements of D.O.T. Specification Section 916-4 and Section 300.

2.2 AGGREGATE BASE

- A. Materials for aggregate base shall be Type G material in accordance with Specification 31 30 00 - Earthwork.

2.3 PRIME COAT

- A. Prime coat shall be Grade SC-250 liquid asphalt complying with the requirements of AASHTO M 82 (ASTM D 2027). Grade SC-70 liquid asphalt may be used when acceptable to the ENGINEER.

2.4 TACK COAT

- A. Tack coat shall be emulsified asphalt Grade SS-1 or SS-1h, CSS-1 or CSS-1h diluted with one-part water to one-part emulsified asphalt, undiluted asphalt Grade RS-1 or CRS-1, or paving asphalt Grade AR-1000. Emulsified asphalt shall comply with the requirements of AASHTO M 140 (ASTM D 977) or M 208 (ASTM D 2397); paving asphalt shall comply with the requirements of AASHTO M 226 (ASTM D 3381).

2.5 PAVEMENT MARKING PAINT

- A. Pavement marking paint shall be a product specifically formulated for use on asphalt concrete pavement and shall have a proven record of performance and durability.

2.6 EQUIPMENT

- A. The pressure distributor used for placing the tack or prime coat shall be equipped with pneumatic tires having sufficient width of rubber in contact with the road surface to avoid breaking the bond of or forming a rut in the surface. The distance between the centers of openings of the outside nozzles of the spray bar shall be equal to the width of the application required, within an allowable variation of 2-inches. The outside nozzle at each end of the spray bar shall have an area of opening of not less than 25 percent, nor more than 75 percent in excess of the other nozzles which shall have uniform openings. When the application covers less than the full width, the normal opening of the end nozzle at the junction line may remain the same as those of the interior nozzle.
- B. Application of prime or tack coat shall be done with a distributor approved by the Engineer of Record.

EXECUTION

3.1 PAVEMENT REMOVAL AND REPLACEMENT

- A. General: All existing utility castings, including valves boxes, junction boxes, manholes, hand holes, pull boxes, inlets and similar structures in the areas of trench restoration and pavement replacement shall be adjusted by the CONTRACTOR to bring them flush with the surface of the finished work, at no additional cost to the OWNER. The CONTRACTOR shall install concrete collars and identification tags on all existing and new water and wastewater valves within the limits of construction.
- B. The CONTRACTOR shall be responsible for the protection from damage from his construction operations, all pavements, including all lime rock base courses and asphaltic surface courses, within the work area. Any base course or surface course, damaged as a result of the CONTRACTOR's operation, shall be restored in accordance with the applicable requirements of these Contract Documents, to the satisfaction of the ENGINEER and TOWN, and to the satisfaction of the governing authority having jurisdiction over the work area at no additional cost to the OWNER. In order to protect himself from being held liable for any existing damaged pavement, including detour routes, the CONTRACTOR is advised to notify the TOWN, in writing, the street where such defective pavement exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the ENGINEER and OWNER.
- C. Wherever the line of the nominal repaving for trenches extends to within a travel lane, the CONTRACTOR shall repave the entire roadway width.
- D. Permanent pavement repair shall be in accordance with the details shown on the Drawings, with edges straight and parallel and patches rectangular in plan. Any paving replacement required beyond the limits shown in the details, and as called for in the Specifications, shall be at the CONTRACTOR's expense.
- E. No mixture shall be spread when the air temperature is less than 40 degrees F.
- F. Any mixture caught in transit by a sudden rain may be laid at the CONTRACTOR's risk, if the base is in suitable condition. Under no circumstances shall asphalt material be placed while rain is falling or when there is water on the area to be covered.

3.2 PREPARATION

- A. Before applying any bituminous material, all loose material, dust, dirt, and foreign material, which might prevent proper bond with the existing surface, shall be removed. Particular care shall be taken to clean the outer edges of the strip to be treated in order to ensure that the prime or tack coat will adhere.
- B. When the prime or tack coat is applied adjacent to curb and gutter, or any other concrete surface (except where they are to be covered with a bituminous wearing course) such concrete surfaces shall be protected by heavy paper or other protective material while the

prime or tack coat is being applied. Any bituminous material deposited on such concrete surfaces shall be removed immediately.

3.3 WEATHER LIMITATIONS

- A. No bituminous material shall be applied when the air temperature is less than 50EF in the shade, or when the weather conditions or the condition of the existing surface is unsuitable. In no case shall bituminous material be applied while rain is falling or when there is water on the surface to be covered.

3.4 APPLICATION OF PRIME COAT

- A. After the base has been finished, the full width of surface shall be swept with a power broom supplemented with hand brooms and mechanical blowers prior to the application of the prime coat. Care shall be taken to remove all loose dust, dirt and objectionable matter. If deemed necessary, the base shall be lightly sprinkled with water immediately in advance of the prime coat. The prime coat shall be applied to the full width of the base.
- B. The temperature of the prime material shall be such as to insure uniform distribution. The material shall be applied with a pressure distributor as specified above. The amount to be applied shall be sufficient to coat the surface thoroughly and uniformly without any excess to form pools or to flow off the base. For limerock base, the rate of application shall not be less than 0.10 gallons per square yard.
- C. If the roadway is to be opened for use following the application of the prime material, a light uniform application of clean sand shall be applied and rolled. The sand shall be non-plastic, shall be free from silt and rock particles and shall not contain any sticks, vegetation, grass, roots or organic matter. After the sand covering has been applied, the surface may be opened to traffic.

3.5 APPLICATION OF TACK COAT

- A. In general, a tack coat will not be used on primed bases except in areas which have become excessively dirty and cannot be cleaned or where the prime has cured and lost all of its bonding effect.
- B. No tack coat shall be applied until the primed base or leveling course or new or existing asphaltic concrete has been cleaned and is free from sand, dust or other objectionable material.
- C. The tack coat shall be applied with a pressure distributor as specified above. It shall be heated to a suitable consistency and applied in a thin uniform layer at the rate of between 0.05 gallons and 0.15 gallons per square yard.
- D. The tack coat shall be applied sufficiently in advance of the laying of the wearing surface to permit drying but shall not be applied so far in advance or over such an area as to lose its adhesiveness as a result of being covered with dust or other foreign material. The tack

coat shall not advance ahead of the paving by more than 300 feet in business or residential areas unless otherwise approved by the Engineer. Suitable precautions shall be taken by the Contractor to protect the surface while the tack coat is drying and until the wearing surface is applied.

3.6 AGGREGATE BASE

- A. Aggregate base shall be provided where indicated to the thickness indicated. Imported aggregate bases shall be delivered to the Site as uniform mixtures and each layer shall be spread in one operation. Segregation shall be avoided, and the base shall be free of pockets of coarse or fine material. Where the required thickness is 6-inches or less, the base materials may be spread and compacted in one layer. Where the required thickness is more than 6-inches; the base material shall be spread and compacted in two or more layers of approximately equal thickness, and the maximum compacted thickness of any one layer shall not exceed 6-inches. The relative compaction of each layer of aggregate base shall be not less than 95 percent of maximum density when measured in accordance with ASTM D 1557. The compacted surface of the finished aggregate shall be hard, uniform, smooth and at any point shall not vary more than 0.02 foot from the indicated grade or cross-section.

3.7 PRIME COAT

- A. Prior to placing of pavement, a prime coat of cutback asphalt shall be applied to the compacted base or subgrade at a rate between 0.10 and 0.25 gal/sq yd.

3.8 TACK COAT

- A. A tack coat shall be applied to existing paved surfaces where new asphalt concrete is to be placed on existing pavement. It shall also be applied to the contact surfaces of all cold pavement joints, curbs, gutters, manholes and the like immediately before the adjoining asphalt pavement is placed. Care shall be taken to prevent the application of tack coat material to surfaces that will not be in contact with the new asphalt concrete pavement. Diluted emulsified asphalt shall be applied at the rate of 0.05 to 0.15 gal/sq yd. Undiluted emulsified asphalt shall be applied at the rate of 0.025 to 0.075 gal/sq yd. Paving asphalt shall be applied at the rate of approximately 0.05 gal/sq yd.

3.9 PAVEMENT REPAIR

- A. All damage to pavement as a result of work under this Contract shall be repaired in a manner satisfactory to the ENGINEER and TOWN and at no additional cost to the OWNER. The repair shall include the preparation of the subgrade, the placing and compacting of the lime rock base, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.
- B. The width of all repairs shall extend at least twelve (12) inches beyond the limit of the damage. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other method acceptable to the ENGINEER so as to provide a clean edge to abut

the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

- C. When a pipeline is installed in the middle of the road or the trench is partially on two traffic lanes, pavement shall be milled, saw-cut along the edges and asphalt shall be placed for the width of the two traffic lanes that have been disturbed unless otherwise shown on the Drawings.

3.10 PAVING

- A. Final paving cannot be installed until all pipelines are satisfactorily pressure tested. Any pipeline defects identified during the testing process must be repaired prior to the placement of asphalt concrete.
- B. The asphaltic concrete surface required is one lift of $\frac{3}{4}$ inches FDOT Type S-III overlay, 1-inch FDOT Type SI structural course (over the trench and replacement lime rock base (over the trench) as shown on the drawings.
- C. Lime rock of the Miami formation shall be used, having a minimum carbonate content of 60% and a minimum Load Bearing Ratio (LBR) of 100. All lime rock bases must be constructed in lifts with a maximum thickness of 6-inches. The base material shall be compacted to a minimum density of 98% of maximum dry density as determined by AASHTO-180.
- D. The maximum paving application tolerance is $\frac{1}{4}$ -inch.
- E. Prior to placement of asphalt a design mix for the asphalt gradation of all material, content of mix, Marshall Stability and laboratory density shall be provided to the ENGINEER, and TOWN. The design mix shall be subject to review and approval by the TOWN ENGINEER. Density testing shall be in compliance with FDOT Standard Specification for Road and Bridge Construction (latest edition).
- F. After asphalt is placed, the CONTRACTOR shall obtain from an independent testing laboratory at minimum intervals of 300 feet, core borings of the asphalt to determine: thickness and density, Marshall Stability, Sieve Analysis of Aggregate and Bitumen content of Asphalt.
- G. The graded aggregate base material shall be of uniform quality throughout, substantially free from vegetative matter, shale, lumps and clay balls and shall have an LBR of not less than 100. The material retained on the No. 10 sieve shall be composed of aggregate meeting the following requirements:
 - 1. Soundness Loss, Sodium, Sulfate: AASHTO T 104-15%
 - 2. Percent Wear: AASHTO T 96 (Grading A)

- H. All lime rock shall be primed and compacted to 98% of the modified proctor density, AASHTO T-180, and be installed on a stabilized subgrade. In addition, a minimum LBR of 100 is required.
- I. Certification from a testing laboratory shall be submitted to the ENGINEER and TOWN and will be subject to review and approval by the TOWN. The certification shall indicate that the material used for the base meets the specified criteria and contains less than 1% by weight asbestos and a minimum of 60% of calcium and magnesium.
- J. After the base is completed, the CONTRACTOR shall obtain from an independent testing laboratory at minimum intervals of 300 feet, cores to determine base thickness and density. The tests shall be submitted to the ENGINEER and TOWN ENGINEER approval.
- K. All sub-grades shall meet or exceed 98% modified proctor density AASHTO Y-180. In addition, a minimum L.B.R. of 40 will be required of all roadway and sub-grades.
- L. All sub-grades are to be a minimum of six (6) inches beyond the base course layer where curbing is omitted. All rock bases shall be a minimum of six (6) inches beyond the asphalt concrete layer where curbing is omitted.
- M. After the sub-grade is complete the CONTRACTOR shall obtain from an independent testing laboratory at minimum intervals of 300 feet, density and L.B.R. ratio tests on the sub-grade. The tests shall be submitted to the ENGINEER and the TOWN approval.

3.11 ASPHALT CONCRETE

- A. At the time of delivery to the Site, the temperature of mixture shall not be lower than 260 degrees F or higher than 320 degrees F, the lower limit to be approached in warm weather and the higher in cold weather.
- B. Asphalt concrete shall not be placed when the atmospheric temperature is below 40 degrees F or during unsuitable weather.
- C. The asphalt concrete shall be evenly spread upon the subgrade or base to such a depth that, after rolling, it will be of the required cross section and grade of the course being constructed.
- D. The depositing, distributing, and spreading of the asphalt concrete shall be accomplished in a single, continuous operation by means of a self-propelled mechanical spreading and finishing machine designed especially for that purpose. The machine shall be equipped with a screed or strike-off assembly capable of being accurately regulated and adjusted to distribute a layer of the material to a definite pre-determined thickness. When paving is of a size or in a location that use of a self-propelled machine is impractical, the ENGINEER may waive the self-propelled requirement.
- E. Spreading, once commenced, shall be continued without interruption.

- F. The mix shall be compacted immediately after placing. Initial rolling with a steel-wheeled tandem roller, steel three-wheeled roller, vibratory roller, or a pneumatic-tired roller shall follow the paver as closely as possible. If needed, intermediate rolling with a pneumatic-tired roller shall be done immediately behind the initial rolling. Final rolling shall eliminate marks from previous rolling. In areas too small for the roller, a vibrating plate compactor or a hand tamper shall be used to achieve thorough compaction.
- G. Upon completion the pavement shall be true to grade and cross-section. When a 10-ft straightedge is laid on the finished surface parallel to the center of the roadway, the surface shall not vary from the edge of the straightedge more than 1/8-in except at intersections or changes of grade. In the transverse direction, the surface shall not vary from the edge of the straightedge more than 1/4-in.
- H. The relative density after compaction shall be 95 percent of the density obtained by using ASTM D 1188 or D 2726. A properly calibrated nuclear asphalt testing device shall be used for determining the field density of compacted asphalt concrete, or slabs or cores may be laboratory tested in accordance with ASTM D 1188.

3.12 PAVEMENT MARKING

- A. Pavement marking paint shall be applied where indicated only when the pavement surface is dry and clean, and when the air temperature is above 40 degrees F. All equipment used in the application of pavement marking shall produce stripes and markings of uniform quality with clean and well-defined edges that conform to the details and dimensions indicated. Drips, overspray, improper markings, and paint material tracked by traffic shall be immediately removed from the pavement surface by methods previously reviewed by the ENGINEER.

END OF SECTION

32 17 23 PAVEMENT MARKING AND SIGNS

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall provide pavement marking and striping, complete and in place, in accordance with the Contract Documents.
- B. This Section consists of reflective pavement markers, traffic stripes and markings and traffic signs as specified herein, and as required for a complete installation.
- C. The Contractor shall replace any existing reflective pavement markers, traffic stripes and markings damaged during construction to match the existing conditions.

1.2 QUALITY ASSURANCE

- A. Perform WORK in accordance with the requirements of local agencies.
- B. The phrase "DOT Specifications" shall refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The DOT Specifications are referred to herein and are hereby made a part of this Contract to the extent of such references and shall be as binding upon the Contract as though reproduced herein in their entirety.

1.3 CERTIFICATION

- A. The Contractor shall furnish the manufacturer's certification that all signs furnished conform to these specifications and shall replace or repair at his expense all signs that fail to meet this requirement.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chlorinated Rubber-alkyd Type: Per Fed Spec. No. TT-P-115, Type III, or Code T-1, conforming to Section 971-12.2 of the Florida Department of Transportation Standard Specifications.
- B. Paint shall be factory mixed, quick drying and non-bleeding type.
- C. Color shall be as per D.O.T. requirements.
- D. Striping, arrows, lane markers and stop bars shall be provided with paint containing reflective additive.

- E. Thermoplastic Paint: Conform to the applicable Technical Specifications (Section 711) of the Florida Department of Transportation and Miami-Dade County DTPW Standards.
- F. Traffic Paint: Conform to the applicable Technical Specifications (Section 710) of the Florida Department of Transportation and Miami-Dade County DTPW Standards.

2.2 PAVEMENT MARKING

- A. Paint or traffic stripes and markings shall be in conformance with DOT specification "Thermoplastic Traffic Stripes and Markings Paint" 711-12. The colors of the paint shall be yellow or white as existed before the repair.
- B. Temporary pavement markings shall be used for the phase between final overlay and when final thermoplastic markings can be placed. Temporary markings shall consist of paint or traffic tape. All such markings shall be fully retro-reflectorized.
- C. Reflective pavement markers shall be in conformance with DOT specification Section 706-2.

2.3 TRAFFIC SIGNS

- A. General: The Contractor shall replace signs damaged during construction. Traffic regulating signs shall conform to the colors, dimensions and requirements of the Manual on Uniform Traffic Control Devices (ANSI).
- B. Sign Panels and Support Members: Sign panels and support members shall conform to Aluminum Association Alloy 6061-T6.
- C. Bolts: Bolts shall conform to Aluminum Association Alloy 2024-T4 with an anodic coating 0.0002-inches thick minimum and chromate sealed.
- D. Nuts: Nuts shall conform to Aluminum Association Alloy 6269-T9.
- E. Reflective Sheeting: Reflective sheeting shall conform to DOT Type A requirements.
- F. Construction Warning Signs: The Contractor shall install traffic and warning signs during construction in accordance with OSHA, DOT and County requirements.
- G. All signage shall be in accordance with Miami-Dade County DTPW standards and the FHWA issued "Manual on Uniform Traffic Control Devices", current edition.

PART 3 - EXECUTION

3.1 TRAFFIC AND LANE MARKINGS

- A. Sweep dust and loose material from the sealed surface.

- B. Apply paint striping as indicated with suitable mechanical equipment to produce uniform straight edges. Apply not less than 2 coats at manufacturer's recommended rates of application.
- C. Protect pavement markings until completely dry in accordance with manufacturer's recommendations.

3.2 PAVEMENT MARKINGS

- A. Temporary pavement markings shall be installed as soon as practical following paving. Pavement markings are required on all new asphalt, prior to night fall. All pavement markings shall be visible at night and shall be retro-reflective. In the event of inclement weather, the project shall be striped as soon as practical once the weather has improved.
- B. Permanent thermoplastic markings shall not be placed until new asphalt has cured for a minimum of four (4) weeks.
- C. The surface, which is to be painted shall be cleaned, by compressed air or other effective means, immediately before the start of painting, and shall be clean and dry when the paint is applied. Any vegetation or soil shall be removed from the pavement before edge striping is begun.
- D. The traffic stripe shall be of the specified width, with clean, true edges and without sharp breaks in the alignment. A uniform coating of paint shall be obtained, and the finished stripe shall contain no light spots or paint skips. Any stripes which do not have a uniform, satisfactory appearance, both day and night, shall be corrected.
- E. All newly painted stripes, including edge stripes, shall be protected until the paint is sufficiently dry to permit vehicles to cross the stripe without damage from the tires. While the center line stripes are being painted, all traffic shall be routed away from the painting operations and the newly painted stripe. When necessary, a pilot car shall be used to protect the painting operations from traffic interference.
- F. Any portions of the stripes damaged during construction shall be repainted at the Contractor's expense.
- G. Thermoplastic Traffic Stripes and Markings: The thermoplastic compound shall be extruded or sprayed onto the pavement surface in a molten state by mechanical means, with surface application of glass spheres, when required, and upon cooling to ambient pavement temperature shall produce an adherent pavement marking of specified thickness and width and capable of resisting deformation.
- H. The portion of the pavement surface or thermoplastic marking to which the marker is attached by the adhesive shall be cleaned of dirt, curing compound, grease, oil, moisture, loose or unsound pavement and any other material which would adversely affect the adhesive. Reflective markers shall be installed in such a manner that the reflective face of the marker is perpendicular to a line parallel to the roadway centerline. No markers shall

be installed over longitudinal or transverse joints of the pavement surface. The adhesive shall be spread on the bonding surface (not the marker) so that 100 percent of the bonding area of the marker will be covered. The adhesive application shall be of sufficient thickness so that when the marker is pressed into the adhesive, excess adhesive shall be forced out around the entire perimeter of the marker. All excessive adhesive shall be removed from in front of the reflective faces, if any adhesive or foreign matter adheres to the reflective face of the marker, the marker shall be replaced. The Engineer shall determine the minimum time necessary to cure the adhesive for sufficient set to bear traffic.

- I. Reflective pavement markings shall be placed at locations of fire hydrants and watermain valves as required by TOWN standards.

3.3 SIGN FABRICATION

- A. Preparation of sign blanks and fabrication of reflectorized faces shall conform to the applicable requirements of DOT Section 700-4 and 700-5.

3.4 INSTALLATION

- A. Sign and supports shall be erected in conformance to DOT requirements and as specified herein.
- B. All damaged signs and reflective pavement markers and traffic stripes and markings shall be replaced in conformance with this Section and DOT requirements.

END OF SECTION

32 92 00 SODDING

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall apply grass sodding, complete and in place, in accordance with the Contract Documents.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Federal Specifications:

FS O-F-241D Fertilizer, Mixed, Commercial.

- B. Commercial Standards:

ANSI/ASTM D 422 Method for Particle-Size Analysis of Soils.

1.3 CONTRACTOR SUBMITTALS

- A. Materials List: A list of all materials to be used in the turfing and seeding operations together with the source of those materials. The list shall include mulches, soil amendments, sod species, and erosion control blanketing. Manufacturer's literature showing physical characteristics, applications, and installation instrumentation shall be included.
- B. Schedules: The following work plans, before work is started.
 - 1. Delivery schedule at least 10 days prior to the intended date of the first delivery.
 - 2. Pesticide Treatment Plan, giving proposed sequence of pesticide treatment work, before work is started. The pesticide trade name, chemical composition, formulation, concentration, application rate of active ingredients and methods of application for all materials furnished, and the name and state license number of the state-certified applicator shall be included.
 - 3. Turfing Operation. A list of seeding and mulching equipment to be used in performance of turfing operation, descriptive data, and calibration tests.
 - 4. Plant Establishment Period. Written calendar time period for the beginning of the plant and turf establishment period. When there is more than one establishment period, the boundaries of the planted and turf areas covered for each period shall be described.

1.4 CLEANUP

- A. Upon completion of all seeding/sodding operations, the portion of the Site used for a work or storage area by the CONTRACTOR shall be cleaned of all debris, superfluous materials, equipment, and garbage.
- B. Walks and pavement shall be swept or washed clean upon completion of the WORK of this Section.

1.5 MAINTENANCE PRIOR TO ACCEPTANCE OF PROJECT

- A. General: The CONTRACTOR shall be responsible for protecting, watering, fertilizing, and maintaining turf and seeded areas until final acceptance of the WORK.
- B. Maintain sod by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regarding and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
- C. Maintain lawns for not less than a minimum of 30 days after substantial completion, until final acceptance.
- D. Upon completion of seeding/sodding, the entire planted area shall be soaked to saturation by a fine spray. The new planting shall be kept watered by the sprinkling system on the Site during dry weather or whenever necessary for proper establishment of the turf. Care shall be taken to avoid excessive washing or puddling on the surface and any such damage caused thereby shall be repaired by the CONTRACTOR.
- E. Protection: The CONTRACTOR shall provide adequate protection to all newly sodded areas including the installation of approved temporary fences to prevent trespassing and damage, as well as erosion control, until the end of the one-year correction period.
- F. The CONTRACTOR shall replace any materials or equipment it has damaged, or which has been damaged by its employees or subcontractors.
- G. Partial utilization of the project shall not relieve the CONTRACTOR of any of the requirements of this Section
- H. Mowing of Turf Areas: First mowing of turf areas shall begin as soon as the grass has reached a height of 3 inches and subsequent mowing shall be at least once a week, or as often as necessary to maintain turf areas at a uniform height of 1-1/2 to 2 inches.
- I. Maintenance shall include, in addition to the foregoing, cleaning, edging, the repair of erosion, and other maintenance work. Sidewalks and other paved areas shall be kept clean while planting and maintenance are in progress.
- J. Turf areas shall be fertilized with percentage of nitrogen required to provide not less than 1 pound of actual nitrogen per 1,000 sq. ft. of lawn area and not less than 4 percent

phosphoric acid and 2 percent potassium. Provide nitrogen in a form that will be available to sod during initial period of growth; at least 50 percent of nitrogen to be in organic form. The chemical designation shall be 8-8-8.

1.6 FINAL INSPECTION AND GUARANTEE

- A. Inspection of sodded areas will be made at final acceptance.
- B. Written notice requesting inspection shall be submitted to the ENGINEER at least 10 days prior to the anticipated inspection date.
- C. Any delay in completing the WORK of this Section beyond a single season will be cause for extending the correction of defects period an equal time.
- D. The CONTRACTOR shall, without additional expense to the OWNER, replace sodding which develops defects or dies during the correction period.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Materials for soil conditioning and weed abatement shall be first-grade, commercial quality and shall have certificates indicating the source of material, analysis, quantity, or weight attached to each sack or container or furnished with each delivery. Delivery certificates shall be given to the ENGINEER as each shipment of material is delivered. A list of the materials used, together with typical certificates of each material, shall be submitted to the ENGINEER prior to final acceptance.

2.2 TOPSOIL

- A. Topsoil shall be the existing soil stripped to the depth indicated and stockpiled at a location directed by the ENGINEER in accordance with Section 31 30 00 - Earthwork.
- B. Additional topsoil, if needed, shall comply with the following:
 - 1. Topsoil shall be obtained from naturally drained areas and shall be fertile, friable loam suitable for plant growth. Topsoil shall be subject to inspection and approval at the source of supply and upon delivery.
 - 2. Topsoil shall be of uniform quality, free from subsoil, stiff or lumpy clay, hard clods, hardpan, rocks, disintegrated debris, plants, roots, seeds, and any other materials that would be toxic or harmful to plant growth. Topsoil shall contain no noxious weeds or noxious weed seeds.
 - 3. Topsoil shall be 4% to 12% organic matter of the total dry weight.

4. pH and nutrient content shall be adjusted as necessary to conform with recommendations made by testing laboratory.

5. Mechanical analysis shall be performed and shall conform to ASTM D 422.

2.3 FERTILIZER AND ADDITIVES

A. Fertilizer shall be furnished in bags or other standard containers with name, weight, and guaranteed analysis of contents clearly marked thereon.

B. Chemical fertilizers shall be a mixed commercial fertilizer conforming to FS O-F-24c(1), Grade A or B, with percentages of nitrogen, phosphoric acid, and potash at 8-8-8. The combined N-P-K content shall be the following percentages of total weight: 50 percent nitrogen, 4 percent phosphoric acid and 2 percent potash. Fertilizers shall be uniform in composition, dry, and free flowing.

2.4 SOD

A. Provide sod to restore any damage caused by construction operations, lay-down area, or bypassing to the existing grass areas at the project site.

B. Sod shall match the existing grass type.

C. The sod shall be deeply rooted, not less than 2 years old, relatively free of thatch, diseases, nematodes, soil-borne insects, weeds or undesirable plants, stones larger than 1-inch in any dimension, woody plant roots and other material detrimental to a healthy stand of turf. Sod that has become dry, moldy, or yellow from heating, or has irregularly shaped pieces of sod and torn or uneven ends shall be rejected.

D. Provide sod uniform pad sizes with maximum 5 percent deviation in either length or width. Broken pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10 percent of pad will be rejected.

E. Sod shall be nursery grown on cultivated mineral agricultural soils. Sod shall have been mowed regularly and carefully maintained from planting to harvest.

F. American Sod Producers Association (ASPA) Grade: Nursery grown or Approved. Field grown sod not acceptable.

G. The sod shall be nursery grown. It shall be uniformly cut in pads at a length of 24 inches, plus or minus 5% and a width of 18 inches, plus or minus 5%. Thickness shall be 1-1/2 inches excluding top growth and thatch. Pads shall not be stretched, broken or torn.

H. Sod shall be inspected and found free of disease, nematodes, pests and pest larvae, by entomologist of State Department of Agriculture.

- I. Sod shall be uniform in color, leaf texture, and density.

2.5 MULCH

- A. Wood Cellulose Fiber: Mulch shall not contain any growth or germination-inhibiting factors and shall be dyed an appropriate color to aid visual monitoring during application. Composition on air-dry weight basis: 9 to 15 percent moisture and pH range from 4.5 to 6.0.
- B. Straw mulch or native hay for a soil/seed stabilizer shall be clean hay or straw applied at a rate of 3 tons per acre. Mulch shall be crimped into soil with a mulch crimper. Spacing on the blades of the mulch crimper shall be 6-inches minimum and 9-inches maximum. Blades shall be sufficiently weighted to penetrate the ground 3-inches.

2.6 EROSION CONTROL MATERIAL

- A. Soil Erosion Control Blanket: Blanket shall be machine-produced mat of wood excelsior formed from a web of interlocking wood fibers, covered on one side with either knitted straw blanket-like mat-construction, covered with biodegradable plastic mesh, or interwoven with biodegradable thread, plastic netting or twisted kraft paper cord netting.
- B. Soil Erosion Control Fabric: Control fabric shall be knitted construction of polypropylene yarn with uniform mesh openings of 314 per 1-inch square with strips of biodegradable paper. Filler paper strips shall last 6 to 8 months.
- C. Soil Erosion Control Net: Control net shall be heavy, twisted jute mesh weighing approximately 1.22 pounds per linear yard and 4-feet wide with mesh openings of approximately 1-inch square.
- D. Anchors: Erosion control anchors shall be as recommended by the manufacturer.

2.7 PESTICIDE

- A. Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide, and miticide. Pesticide material shall be labeled for use and applied only as registered by EPA and approved.
- B. Herbicide shall contain maximum 54 percent alyphosate as an active ingredient. The herbicide shall not contain a surfactant. The herbicide shall allow seeding/sodding to take place 3 days after application of the herbicide.

PART 3 - EXECUTION

3.1 PREPARATION OF GROUND SURFACE

- A. For sod, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.2 SODDING

- A. Lay sod within 24 hours from time of stripping.
- B. Lay sod to form solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger strips to offset joints in adjacent courses. WORK from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. WORK sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.
- C. Water sod thoroughly with a fine spray immediately after planting.

3.3 APPLICATION OF PESTICIDE MATERIAL

- A. When pesticide becomes necessary to remove a disease or pest, a state-certified applicator shall apply required pesticide in accordance with State EPA label restrictions and recommendations. Hydraulic equipment for the liquid application of pesticides shall consist of a leak-proof tank, positive agitation methods, controlled application pressure, and metering gauges. A pesticide treatment plan shall be furnished to the ENGINEER as indicated above.

3.4 SOD PLACEMENT

- A. Areas shall be sodded as indicated. Adequate soil moisture shall be ensured prior to sodding by spraying water on the area to be sodded and wetting the soil to a minimum depth of 1 inch.
- B. Placing Sod: Rows of sod shall be placed parallel to and tightly against each other. joints shall be staggered laterally. The sod strips shall not be stretched or overlapped. All joints shall be butted tight. Voids and air drying of roots shall be prevented. On long slopes, sod shall be laid at right angles to slopes. In ditches, sod shall be laid at right angles to the flow of water. When required, the sod shall be anchored by placing anchors a minimum distance of 2-feet on center with a minimum of 2 anchors per sod section.
- C. Finishing: All air pockets shall be eliminated, and a true and even surface shall be provided by tamping or rolling the sod in place. Displacement of the sod shall be assured by knitting of sod to the soil. Frayed edges shall be trimmed, and holes or missing corners shall be patched in the sod.
- D. Water Sod: Watering shall be started immediately after completing each day of sodding. Water shall be applied at a rate of 1-1/2 inches of water per week and at sufficient intervals to ensure moist soil conditions to a minimum depth of 1-inch. Run-off and puddling shall be prevented

3.5 EROSION CONTROL INSTALLATION

- A. Erosion control material is required on slopes greater than 4 to 1. Erosion control material shall be installed in accordance with manufacturer's instructions. Placement of the erosion control material shall be accomplished without damage to installed material or without deviation to finished grade.

3.6 INSPECTION AND ACCEPTANCE

- A. Sod areas will be accepted when in compliance with all the following conditions:
 - 1. The roots are thoroughly attached to the soil.
 - 2. Absence of visible joints.
 - 3. All areas show a uniform stand of specified grass in healthy condition.
 - 4. At least 60 days have elapsed since the completion of the WORK in this section.
- B. When inspected sod WORK does not comply with requirements, replace rejected WORK and continue specified maintenance until re-inspected by ENGINEER and found to be acceptable.
- C. Procedure:
 - 1. The CONTRACTOR shall submit a request for acceptance in writing to the ENGINEER. Request must be received not less than 10 days before the anticipated date for final inspection.
 - 2. Upon completion of all repairs and/or renewals required by ENGINEER at the inspection, the ENGINEER will verify the completeness of the WORK and then notify the OWNER in writing that the WORK is accepted.
 - 3. Upon completeness, the OWNER will assume maintenance of all sod areas.

END OF SECTION

32 92 10 CURBS, GUTTERS, SIDEWALKS AND DRIVEWAYS

PART 1 - GENERAL

1.1 GENERAL

- A. Work covered under this Section covers the furnishing of all labor, equipment and material required for cutting, removing, protecting and replacing all existing concrete driveways, sidewalks, and curb and gutter of the various types encountered, removed or damaged under this Contract.
- B. The Contractor shall be responsible for the protection from damage from his construction operations, all concrete driveways, sidewalk, and curb and gutter within the work area. If payment items are established in the Quotation for the removal and replacement of concrete driveway, sidewalk, and curb and gutter, payment will be made only if such items are encountered within the limits of the trench width plus 2 feet (shoulders). Any concrete driveway, sidewalk, or curb and gutter beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with the applicable requirements of these Specifications, and to the satisfaction of the Engineer, at no additional cost to the OWNER. In order to protect himself from being held liable for any existing damaged concrete driveways, sidewalks or curb and gutter, the Contractor is advised to notify in writing the authority having jurisdiction over the street where such damage exists prior to proceeding with any work in the vicinity. A copy of all such notices shall be forwarded to the Engineer.
- C. No payment will be made for removal and replacement of concrete driveway, sidewalk, or curb and gutter necessitated by the installation of thrust blocks or other appurtenant items which fall outside the above described limits. The cost for said removal and replacement shall be included in the price bid for the applicable item.
- D. If payment items have not been established in the Quotation for the removal and replacement of concrete driveways, sidewalks, and curb and gutter, the cost for such work shall be included in the overall Project cost bid. No other compensation will be provided.
- E. No form shall be set higher than the elevation of the adjacent concrete surface.
- F. As used herein, "driveway" shall mean concrete driveway, and "curb and gutter" shall mean free standing curb, gutter, or combination curb and gutter.
- G. All concrete shall be treated with a liquid curing compound, and in some cases, concrete colorant shall be required in order to match the color of the existing concrete being replaced. In each such case the curing compound, the colorant, and the color, shall meet with the approval of the Engineer and the municipality having jurisdiction over the work area. All additives to the concrete shall be applied in strict conformance with the recommendations of the manufacturer.

- H. The Contractor shall provide adequate means to protect each driveway, sidewalk, and curb and gutter installation from damage from vandals, animals, weather or other causes, until the concrete is hard. Should damage occur from such causes, the Contractor shall remove and replace the damaged item at his own expense.

1.2 CONCRETE DRIVEWAYS

- A. Concrete driveways, and sidewalks crossing driveways, shall be restored in full sections or blocks rather than trench width plus 2 feet (shoulders), if the original construction was divided into such sections or blocks. The existing driveway (or sidewalk) shall be cut with an abrasive disc saw to trim the edges to straight and true lines, with edges parallel and rectangular in plan. The interior concrete shall then be broken up and removed from the site.
- B. Driveways, and sidewalks crossing driveways, shall be replaced with a concrete slab having a minimum thickness of 6 inches. Steel reinforcement is not required unless the existing driveway (or sidewalk) is so reinforced, in which case the replaced driveway shall also be reinforced to match the existing.
- C. Such forms as are necessary shall be set up and the subgrade regraded for a slab 6 inches thick. The subgrade shall be thoroughly compacted and wet down prior to placing the concrete. The surface shall be given a surface and edging to match, as nearly as possible, that of the existing driveway (or sidewalk). The finish and edging shall be obtained through the use of screeds, trowels, edges and any other tool normally required by the trade in performing this kind of work.
- D. All forms for driveways (or sidewalks) including those for expansion joints, shall be metal and shall be clean and well-oiled prior to placing concrete. The forms shall be set in place far enough in advance of concrete placing for the Engineer to check line and grade. Abrupt changes in line and grade will not be permitted, and forms shall be set to ensure smooth curvature and alignment both vertically and horizontally. Forms shall be left in place for a minimum of 24 hours after concrete has been placed.
- E. Replacement driveways (and sidewalks) shall match the elevation and alignment of existing driveways (and sidewalk) wherever a connection is made.

1.3 SIDEWALKS

- A. Sidewalks shall be restored in full section rather than trench width plus 2 feet (shoulder).
- B. Removal of existing sidewalk, installation of forms, preparation of subgrade, and the final finish shall be performed as specified hereinabove for driveways, except that the minimum thickness of the sidewalk shall be 4 inches thick.

1.4 CURB AND GUTTER

- A. Curb and gutter shall be restored in lengths equal to trench width plus 2 feet (shoulders) or 10 feet, whichever is greater, unless otherwise permitted or ordered by the Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

DIVISION 33 – UTILITIES

33 01 10 CLEANING OF STORMWATER UTILITY PIPING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The Contractor shall furnish and install all material, labor and equipment necessary to clean and test the force main and/or water main.
- B. Pipelines for Stormwater Forcemains shall be pressure tested at 155 psi for a minimum of two (2) hours.
- C. The Contractor is advised that he is solely responsible for any damage caused to the main or its lining by cleaning operations and he shall be required to repair or replace, as required by the OWNER, any damaged pipe or lining.

1.2 SUBMITTALS

- A. Prior to cleaning operations, submit in writing to the Engineer, the make, model and characteristics of the pig to be used in cleaning operations.
- B. If the pig has not been previously approved for this use by the OWNER, the submittal shall be a formal shop drawing submittal for approval and accompanied by a letter signed by a responsible officer of the manufacturing firm specifically stating that the submitted item will not damage the lining or pipe and that it is suitable for cleaning pipe of the diameter and lining type utilized in the project.
- C. Single submittals may be made to qualify different types of pigs for different linings or sizes of pipe but only one manufacturer's products shall be included in a particular submittal.

1.3 QUALITY ASSURANCE

- A. Testing shall be in accordance with ANSI/AWWA Standard C-600, latest edition. Cleaning and testing shall be performed in strict accordance with these specifications.
- B. The Contractor is cautioned that Miami Dade County or other governing body having jurisdiction over the work location may have regulatory rules and ordinances prohibiting or limiting the discharge of water from any excavation into sanitary and storm sewer systems, or to canals and drainage ditches. The Contractor shall comply with all regulations of all governing agencies.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Pig or cleaning lines: Bare Swab No. 5B; density, 1 lb./ft.3; Knapp Polly Pig, Inc., 1209 Hardy Street, Houston, Texas 77020, 1-800-231-7205, or approved equal.

PART 3 - EXECUTION

3.1 CLEANING

- A. As soon as the installation of each run of force main and/or water main is completed, and prior to installation of valves on the main in positions which would interfere with the cleaning operation, the line shall be cleaned by use of a pig with characteristics as specified above. The pig shall be driven through the line by water pressure and no cables, push rods or other mechanisms that might damage the pipe or lining shall be utilized in this operation.
- B. Thorough pigging will be required, and operations shall be sufficient to remove all deleterious materials left in the pipe by construction and shall meet the Engineer's approval. If required by the OWNER, pigging operations shall be scheduled to allow observation by the OWNER and no extra compensation will be allowed for such scheduling.
- C. The Contractor shall furnish and install all piping necessary to carry out pigging operations, dispose of water and debris from the operation, and shall exercise care to prevent any damage to the surrounding area and adjoining or adjacent properties. The Contractor shall furnish either a new or in new condition pig for cleaning operations and the OWNER reserves the right to reject the pig and require provision by the Contractor of a new replacement at no additional cost to the OWNER.
- D. The Contractor is required to install nightcaps, plugs or other devices acceptable to the Engineer at the open ends of the pipe installation at the end the workday. This requirement shall apply to installations both above and below the water table.

END OF SECTION

33 01 11 PRESSURE PIPE TESTING AND DISINFECTION

PART 1 - GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall test and disinfect potable water pipelines and appurtenant piping, in accordance with the Contract Documents.
- B. The CONTRACTOR shall be responsible for obtaining permits for discharging excess testing and disinfection water and dechlorination of such water if required to satisfy permit limits.
- C. The CONTRACTOR shall coordinate all disinfection with the OWNER a minimum of 48 hours before starting the work. The 48 hours' notice shall apply to normal working days only; weekends and holidays exempted.

1.2 CONTRACTOR SUBMITTALS

- A. Furnish: A testing plan and schedule, including method for water conveyance, control, disposal, and disinfection shall be submitted in writing to the ENGINEER for review and approval. The plan shall be submitted a minimum of ten (10) working days prior to the scheduled date of testing.
- B. The OWNER will perform all bacteriological samples and analysis.
- C. Resume of experienced technician, if liquid chlorine is proposed.

PART 2 - PRODUCTS

2.1 MATERIAL REQUIREMENTS

- A. All test equipment, chemicals for chlorination, temporary valves, bulkheads, and other water control equipment, and choice of disinfectant shall be as determined by the CONTRACTOR. No materials shall be used which would be injurious to the WORK for future conveyance of potable water.

PART 3 - EXECUTION

3.1 GENERAL

- A. All pressure pipelines shall be tested. All testing operations shall be performed in the presence of the ENGINEER or OWNER.
- B. Disposal of flushing water in the testing plan and meet the requirements of South Florida Water Control and DERM and all other applicable permitting agencies.

3.2 HYDROSTATIC TESTING OF PIPELINES

- A. Prior to hydrostatic testing, pipelines shall be flushed or blown out as appropriate.
- B. The CONTRACTOR shall test pipelines in sections. Sections to be tested shall be defined by isolation valves in the pipeline. Where such valves are not present, the CONTRACTOR shall install temporary bulkheads or plugs for the purpose of testing. Sections that do not have isolation valves shall be tested in lengths not to exceed 2,000 feet. Sections that have a zero-leakage allowance may be tested as a unit.
- C. No section of the pipeline shall be tested until field-placed concrete or mortar has attained an age of 14 Days.
- D. The test shall be made by closing valves when available or by placing bulkheads and filling the line slowly with water. The CONTRACTOR shall be responsible for ascertaining that test bulkheads are suitably restrained to resist the thrust of the test pressure without damage to or movement of the adjacent pipe. Unharnessed sleeve-type couplings, expansion joints, or other sliding joints shall be restrained or suitably anchored prior to the test to avoid movement and damage to piping and equipment.
- E. Remove or protect any pipeline-mounted devices that may be damaged by the test pressure.
- F. The pipeline shall be filled at a rate which will not cause any surges or exceed the rate at which the air can be released through the release valves at a reasonable velocity. All the air within the pipeline shall be allowed to escape completely. The CONTRACTOR shall provide sufficient temporary tappings in the pipelines to allow for trapped air to exit. After completion of the tests, such taps shall be permanently plugged. The differential pressure across the orifices in the air release valves shall not be allowed to exceed 5 psi at any time during filling.
- G. The CONTRACTOR shall furnish the pressure gauge to be used for pressure testing. The pressure gauge must be in 2 psi increments with a minimum of 200 psi total reading.
- H. The OWNER'S procedures for Official Pressure Testing is as follows:
 - 1. Pipeline segment to be pressure tested must be in a backfilled and compacted trench. If beneath a roadway, finished limerock must be installed unless prior approval from the OWNER has been granted.
 - 2. Fill pipeline segment to be pressure tested.
 - a. If the pipeline segment under test is tied into an existing main with the required double valves, then there must always be attest one fill and flush with a vent to atmosphere with all required ports for testing between the double valves and a single vent to atmosphere between all other double valve connections. All vents to

atmosphere must always be open while the pipeline section under test is pressurized and all double valves must be closed.

- b. If the pipeline segment under test is not tied into the existing live main, then a fill and flush with a vent to atmosphere must be installed with all required ports for testing. This vent to atmosphere must always be open while the pipeline section is pressurized.
3. After the pipeline or section thereof has been filled, it shall be allowed to stand under a slight pressure for at least 24 hours to allow the concrete or mortar lining, as applicable, to absorb water and to allow the escape of air from air pockets. All air shall be expelled from the pipeline segment. During this period, bulkheads, valves, and connections shall be examined for leaks. If leaks are found, corrective measures satisfactory to the ENGINEER shall be taken.
 4. The pipeline segment shall be pressurized to the test pressure of 155 psi. The official pressure test shall not begin until the pipeline segment has held the pressure to the allowable leakage for a minimum of 48 hours.
 5. The official hydrostatic pressure test shall consist of holding the indicated test pressure on the pipeline segment for a period of two (2) hours. The test pressure shall be 155 psi, measured at the lowest point of the pipeline section being tested. At no point during the official pressure test shall the total pressure loss be more than 5 psi (pressure drop below 150 psi).
 6. Pressure testing requirements and allowable leakage are summarized in the following table:

Pipe Type	Testing Standard	Test Pressure (P)	Test Duration	Allowed Leakage
Ductile iron, all joint types	AWWA C600	155 psi	2 hours	See Equation A
PVC	AWWA C605	155 psi	2 hours	See Equation A

Equation A:
$$Q = \frac{(L * D * \sqrt{P})}{148,000}$$

Where: Q = allowable leakage (make-up water), gallons per hour
 L = length tested or maximum test length allowed (2,000 feet), whichever is smaller, feet
 D = nominal pipe diameter, inches
 P = test pressure, psi

7. There shall be no intermediate pumping during the official pressure test. The CONTRACTOR may pump the allowable makeup water at the end of the two-hour test. The amount of allowable makeup water shall be based on the total footage of the pipeline segment under test, with a maximum of 2,000 feet. There shall be no allowable makeup water for valves, fittings, short lines less than 10 linear feet and any line less than 4-inches in diameter.
8. All sections of the pipeline under test must vent water and show a pressure loss on the pressure gauge at the end of the test. The gauge must read zero after all water pressure is expelled at the end of the test.
- I. In the case of pipelines that fail to pass the leakage test, the CONTRACTOR shall determine the cause of the leakage, shall take corrective measures necessary to repair the leaks, and shall again test the pipelines; repeating as necessary until the pipeline passes the pressure test.

END OF SECTION

33 05 16 PRECAST CONCRETE MANHOLES AND VAULTS

GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall provide precast concrete manholes and vaults, complete and in place, in accordance with the Contract Documents.

1.2 SPECIFICATIONS, CODES AND STANDARDS

ASTM A 48 Gray Iron Castings

ASTM C 150 Portland Cement

ASTM C 443 Joints for Circular Concrete Sewer and Culvert Pipe,
 Using Rubber Gaskets

ASTM C 478 Precast Reinforced Concrete Manhole Sections

ASTM C 913 Standard Specification for Precast Concrete Water and
 Wastewater Structures

ASTM C 923 Resilient Connectors Between Reinforced Concrete
 Manhole Structures, Pipes and Laterals

1.3 CONTRACTOR SUBMITTALS

- A. Shop Drawings
 - 1. Show dimensions, locations, lifting inserts, reinforcement, and joints.
 - 2. Structural design calculations for vaults, signed by a registered engineer.
- B. Manufacturer's Certification for Vaults: Written certification that the vault complies with the requirements of this Section.

1.4 QUALITY ASSURANCE

- A. Inspection: After installation, the CONTRACTOR shall demonstrate that manholes and vaults have been properly installed, level, with tight joints, at the correct elevations and orientations, and that the backfilling has been carried out in accordance with the Contract Documents.

PRODUCTS

2.1 MANHOLES

- A. The CONTRACTOR shall provide precast manhole sections and conical sections conforming to ASTM C 478 and the requirements of this Section. Adjusting rings shall be standard items from the manufacturer of the manhole sections. Minimum wall thickness of rings shall be 4-inches if steel reinforced and 6-inches if not reinforced.
- B. Axial length of sections shall be selected to provide the correct total height with the fewest joints.
- C. Conical sections shall be designed to support cast iron frames and covers under an H-20 loading, unless indicated otherwise.
- D. Where the manhole barrel diameter is greater than 48-inches, a flat slab-transition, either concentric or eccentric, shall be used to transition to 48-inch diameter riser sections. Underside of the transition shall be at least 7-feet above the top of the bench.
- E. Where indicated on the Drawings, manholes supplied for 48-inch and larger pipes shall be of a "T" Base-style fabrication. The pipeline portion of the "Base T" section shall conform to ASTM C-76 and be of the same pipe class as the deepest connected sewer. The riser section shall conform to ASTM C-478.
- F. Design Criteria: Manhole walls, transitions, conical sections, and base shall be designed per ASTM C 478 for the depths indicated and the following:
 - 1. AASHTO H-20 loading applied to the cover.
 - 2. Internal fluid pressure based on unit weight of 63 pcf with manhole filled from invert to cover with no balancing external soil pressure.
 - 3. Dead load of manhole sections fully supported by the base and transition.
 - 4. Additional reinforcing steel in walls to transfer stresses at openings.
 - 5. The minimum clear distance between the edges of any 2 wall penetrations shall be 12-inches or one-half of the diameter of the smaller penetration, whichever is greater.
- G. Joints shall be sealed with o-ring gaskets conforming to ASTM C 443.
- H. Concrete for base and channel formation shall be 4000 psi concrete.
- I. Except were otherwise indicated on the Drawings, manholes shall have a precast concrete base and a factory installed bench.

J. Barrel section to sewer pipe connections shall be sealed with resilient connectors complying with ASTM C 923. Mechanical devices shall be stainless steel.

K. Manhole Manufacturers, or Equal

1. Oldcastle Precast

2. TJ Precast

3. Landmark Precast Concrete Products of the Palm Beacher

4. United Concrete Products

5. US Concrete Products Corporation

2.2 FRAMES AND COVERS

A. Castings: Castings for manhole frames and covers shall be non-rocking and shall conform to the requirements of ASTM A 48, Class 30. Unless otherwise indicated, cast iron covers and frames shall be heavy traffic type, with embossed lettering saying "Sewer" to meet the requirements of the TOWN Frame and cover shall be designed for H-20 traffic loading.

B. Castings Manufacturers, or Equal

1. Alhambra Foundry Co., Ltd.

2. Neenah Foundry Co.

3. Vulcan Foundry, Inc

EXECUTION

3.1 GENERAL

A. Pre-cast concrete sections shall be transported and handled with care in accordance with the manufacturer's written recommendations. Where lifting devices are provided in pre-cast sections, such lifting devices shall be used as intended. Where no lifting devices are provided, the CONTRACTOR shall follow the manufacturer's recommendations for lifting procedures to provide proper support during lifting.

B. Buried pre-cast concrete vaults shall be assembled and placed in excavations on properly compacted soil foundations as indicated. Pre-cast concrete vaults shall be set to grade and oriented to provide the required dimensions and clearances from pipes and other structures.

- C. Prior to backfilling, all cracks and voids in pre-cast concrete vaults shall be filled with non-shrink grout or polyurethane sealant, or both. Around pipe and conduit penetrations, openings shall be sealed with polyurethane sealant. With the authorization of the ENGINEER, grout or a closed-cell flexible insulation may be used as filler material prior to placing a final bed of polyurethane sealant.

END OF SECTION

33 95 50 PVC PRESSURE PIPING (AWWA C900, MODIFIED)

PART 1 - GENERAL

1.1 THE SUMMARY

- A. Provide polyvinyl chloride (PVC) pressure pipe, complete in place, as indicated in accordance with the Contract Documents.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards

AWWA C104/A21.5	Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
AWWA C110/A21.10	Ductile-Iron and Gray-Iron Fittings 3-in Through 48-in for Water and Other Liquids
AWWA C111/A21.11	Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA C600	Installation of Ductile-Iron Water Mains and Appurtenances
AWWA C900	Polyvinyl Chloride (PVC) Pressure Pipe 4-in Through 12-in for Water Distribution
ASTM D 2584	Test Method for Ignition Loss of Cured Reinforced Resins
PPI Technical Report TR 3/4	Policies and Procedures for Developing Recommended Hydrostatic Design Stresses for Thermoplastic Pipe Materials
AWWA Manual M23	PVC Pipe - Design and Installation

1.3 CONTRACTOR SUBMITTALS

A. Shop Drawings

1. Submit drawings of pipe, fittings, and appurtenances.
2. Submit design calculations in order to demonstrate compliance of pipe and fittings with the requirements of this Section.

3. Furnish manufacturer's literature for metallic locating tape.

B. Certifications

1. Furnish a certified affidavit of compliance for pipe and other products or materials under this Section and the following supplemental requirements:

- a. hydrostatic proof test reports;
- b. sustained pressure test reports; and,
- c. burst strength test reports.

C. Perform and pay for sampling and testing as necessary for the certifications.

1.4 QUALITY ASSURANCE

A. Inspection

1. Pipe shall be subject to inspection at the place of manufacture.
2. Notify the ENGINEER in writing of the manufacturing starting date, not less than 14 Days prior to the start of any phase of the pipe manufacture.
3. During the manufacture of the pipe, give the ENGINEER access to areas where manufacturing is in process, and permit the ENGINEER to make inspections as necessary to confirm compliance with the indicated requirements.

B. Testing

1. Test the materials used in the manufacture of the pipe in accordance with the requirements of this Section and the referenced standards, as applicable.
2. The ENGINEER shall have the right to witness testing, provided that the CONTRACTOR'S schedule is not delayed for the convenience of the ENGINEER.
3. Additional Samples
 - a. In addition to those tests specifically required, the ENGINEER may request additional samples of any material for testing by the OWNER.
 - b. Furnish the additional samples as a part of the WORK.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide PVC pressure pipe (4-inch through 24-inch) conforming to the applicable requirements of AWWA C900, and the requirements indicated in this Section.
- B. PVC pipe shall have the following minimum thickness:

Pipe Nominal Diameter	Minimum DR
4" to 6"	DR 14
8" to 12"	DR 18
14" to 24"	DR 21

2.2 PIPE DESIGN CRITERIA

A. General

1. Design PVC pressure pipe wall thickness for internal pressure in accordance with the requirements of AWWA M23, as applicable, and the requirements indicated in this Section.

B. Determination of External Loads

1. Compute the dead (earth) loads using the following 2 equations for trench or embankment conditions, as applicable:

a. Trench Condition:

$$W_d = HwB_c$$

Where: W_d = earth load in pounds per linear foot

H = height of soil cover, feet

w = 130 lb/cu ft

B_c = outside diameter of pipe, feet

b. Positive Project Embankment Condition:

$$W_c = C_c w B_c^2$$

Where: W_c = earth load in pounds per linear foot

C_c	=	Calculation coefficient (based on $r_{sd}P$ of 0.75)
K_u	=	0.19
w	=	130 lb/ft ³
B_c	=	Outside diameter of pipe, feet

C. Truck Live Loads

1. Determine the truck live loads using the method recommended by AASHTO in "Standard Specifications for Highway Bridges."
2. For depths of cover less than 10 feet, add HS-20 live loads to the earth loads in order to determine the total load.
3. For depths of cover 3 feet or less, include HS-20 live load plus impact.

D. Deflection Control

1. The deflection of the pipe after installation, as determined from the Modified Iowa Formula outlined in AWWA M23, shall not exceed 0.03 times the outside diameter.
2. If the calculated deflection exceeds 0.03 times the outside diameter, increase the pipe class or improve the quality of the pipe zone backfill in order to achieve a higher modulus of soil reaction, E' .
3. For purposes of calculation, values of E' shall be 1100 psi at 90 percent Standard Proctor; 1500 psi at 95 percent Standard Proctor; and 2500 psi at 100 percent Standard Proctor, and the deflection lag factor shall be 1.5.

2.3 PIPE

- A. Provide pipe of the indicated diameter and pressure class, complete with rubber gaskets.
- B. Provide specials and fittings as indicated.
- C. Potable water PVC pipe shall be solid wall blue pipe.
- D. Pipe shall be continuously and permanently marked with the manufacturer's name, pipe, size, and DR rating or pressure rating.
- E. The dimensions and pressure classes for Dimension Ratios for large PVC pressure pipe with Cast-Iron Pipe Equivalent O.D.s shall conform to the requirements of AWWA C900.
- F. Dimension Ratio (DR):

1. Minimum dimension ration series shall be as follows:

Nominal Diameter	Service	Minimum Dimension Ratio
4", 6"	Water/Sewer	14
8", 10", 12"	Water/Sewer	18

- G. The dimensions and pressure classes for Dimension Ratios for large PVC pressure pipe with Cast-Iron Pipe Equivalent O.D.s shall conform to the requirements of AWWA C900 and C905.

H. Additives and Fillers

1. Unless otherwise allowed in alternate qualification procedures of PPI-TR3, compounds which have a Hydrostatic Design Basis (HDB) of 4000 psi at 73.4 degrees F and for water shall not contain additives and fillers that exceed the recommended values in Table 1, Part Y of PPI-TR3 (e.g., allowable content range for calcium carbonate is 0.0-5.0 parts per hundred of resin).
2. If requested by the ENGINEER, determine the additive and filler content using the pyrolysis method as specified in ASTM D 2584.

- I. The shall be marked with the extrusion or manufacturing code on the pipe. This coding shall be done in conjunction with records to be held by the manufacturer for 2 years, which indicates the date of manufacture, quality control tests, raw material batch number and other information deemed necessary by the manufacturer.

J. Joints

1. Joints for the buried PVC pipe shall be either an integral bell manufactured on the pipe or a separate coupling both employing a rubber ring joint.
2. Provide the bell and coupling of the same thickness as of the pipe barrel, or greater thickness.
3. Provide the sealing ring groove in the coupling of the same design as the groove in cast iron fittings and valves available from local water works supply distributors.
4. Where indicated, provide ductile iron restrained joint pipe.
5. No restrained joint PVC pipe will be accepted.

K. Joint Deflection

1. Deflection at the joint shall not exceed 75% of the maximum deflection recommended by the manufacturer.
 2. No deflection of the joint will be accepted for joints that are over-belled or not belled to the stop mark.
- L. Restrained joints for PVC pipe shall properly fit the pipe being installed and shall be manufactured by:
1. EBAA Iron, Inc., Series 2000PV
 2. Romac Industries, Grip Ring
 3. Ford, Uni-Flange
 4. Stargrip series 4000
 5. Sigma One Lok SLC Series
- M. Bell restrained harnesses shall be used where in-line PVC restrained joints is required. Bell restrained harnesses for PVC pipe shall be manufactured by:
1. EBBA Iron, Inc., Series 1600
 2. Stargrip Series 1100C
 3. Sigma PVP Series
 4. Ford, Uni-Flange series 1390
- N. PVC Pipe Manufacturers or Equal:
1. J-M Pipe, Model Blue Brute for water service and Model Ring-tite for sewer/force main service.
 2. Diamond Plastic Corporation
 3. Certain Teed

2.4 FITTINGS

- A. Provide ductile iron fittings conforming to the requirements of AWWA C110, Class 350.
- B. PVC pipe fittings shall be mechanical joint.
- C. Fittings shall be cement lined and seal coated per ANSI/AWWA C104 in accordance with the requirements of Specification 09 96 00 – Protective Coating.

D. Clearly label each fitting in order to identify its size and pressure class.

2.5 IDENTIFICATION AND LOCATING DEVICES

A. All PVC pipes shall be provided with “early warning” protection tape, 3-inches wide installed continuously along the pipeline alignment. Tape shall be installed during backfilling 12-inches to 18-inches directly above the centerline of the pipe.

1. Tape shall be color coded and marked based on the type of service as follows:

Service	Color	Marking
Storm sewer	Green	“Caution Buried Sewer Line Below”

2. The tape shall be as manufactured by Terra Tape, Pro-Line Safety Products or approved equal.

B. Markers shall be installed at all fittings (horizontal and vertical) and valves, as detailed in the Drawings.

PART 3 - EXECUTION

3.1 GENERAL

A. Perform laying, jointing, and testing for defects and leakage in the presence of the ENGINEER and obtain the ENGINEER's approval before acceptance.

B. Material found to have defects will be rejected, and the CONTRACTOR shall promptly remove such defective materials from the Site.

C. Installation shall conform to the requirements of AWWA M23, instructions furnished by the pipe manufacturer, and to the supplementary requirements indicated herein.

D. Wherever the provisions of this Section and the aforementioned requirements are in conflict, the more stringent provision shall apply.

3.2 HANDLING AND STORAGE

A. Handling

1. Carefully inspect pipe, fittings, and accessories before and after installation, and reject those found to be defective.

2. Pipe and fittings shall be free from fins and burrs.
3. Before being placed in position, clean the pipe, fittings, and accessories and maintain them in a clean condition.
4. Provide proper facilities for lowering sections of pipe into trenches.
5. Under no circumstances drop or dump pipe, fittings, or any other material into trenches.

B. Storage

1. Store pipe, if possible, at the Site in unit packages provided by the manufacturer.
2. Exercise caution to avoid compression damage or deformation to bell ends of the pipe.
3. Store pipe in such a way as to prevent sagging or bending and protect pipe from exposure to direct sunlight by covering with an opaque material while permitting adequate air circulation above and around the pipe.
4. Store gaskets in a cool, dark place out of the direct rays of the sun, preferably in original cartons.

3.3 TRENCHING AND BACKFILL

- A. Trench excavation and backfill shall conform to the requirements of Specification 31 30 00 – Earthwork.

3.4 INSTALLATION

- A. Lay bell-and-spigot pipe with the bell end pointing in the direction of laying.
- B. Grade the pipe in straight lines, taking care to avoid the formation of any dips or low points.
- C. Do not lay pipe when the conditions of trench or weather are unsuitable.
- D. At the end of each day's WORK, temporarily close the open ends of pipe with wood blocks or bulkheads.
- E. Supports
 1. Support pipe at its proper elevation and grade, taking care to provide firm and uniform support.
 2. Wood support blocking will not be accepted.

3. The full length of each section of pipe and fittings shall rest solidly on the pipe bed, with a recessed excavation in order to accommodate bells, joints, and couplings.
 4. Provide anchors and supports where indicated and where necessary for fastening WORK into place.
 5. Independently support fittings.
- F. Use short lengths of pipe in and out of each rigid joint or rigid structure.
- G. Replace piping that does not allow sufficient space for proper installation of jointing material with piping of proper dimensions.
- H. Blocking or wedging between bells and spigots will not be accepted.
- I. Install joints in accordance with the manufacturer's recommendations.
- J. Keep trenches free of water until joints have been properly made.
- K. The maximum combined deflection at couplings shall be in accordance with the manufacturer's recommendations.
- L. Rubber Gasketed Joints: Immediately before jointing pipe, the bell end of the pipe shall be thoroughly cleaned, and a clean rubber gasket lubricated with a lubricant recommended by the pipe manufacturer shall be placed in the bell groove. The spigot end of the pipe shall be carefully cleaned and lubricated with the same lubricant. The spigot end of the pipe shall then be inserted into the bell of the previously laid joint and pushed into its proper position. The spigot and bell end of rubber gasketed joints shall not be forced together by the use of excessive mechanical force. Tilting of the pipe to insert the spigot into the bell will not be permitted.
- M. Cutting
1. Cut the pipe by means of saws, power-driven abrasive wheels, or pipe cutters, which will produce a square cut.
 2. Cuts by wedge-type roller cutters will not be accepted.
 3. After cutting, bevel the end of the pipe using a beveling tool, portable type sander, or abrasive disc.

3.5 INSTALLATION OF TRACER WIRE

- A. Provide polyvinyl chloride pipelines with 14-gauge multi strand copper wire, laid along the top of the pipe and held in place with ties or hitches of the same kind of wire and spaced not more than 13 feet apart.

- B. Tracer wire shall be brought up to grade and a minimum of four (4) feet of excess wire shall be coiled at each valve. A blue wire shall be used for water mains.
- C. Furnish manufacturer's literature, completely describing the tape proposed to be furnished.
- D. No tape shall be used prior to receipt of written approval of the ENGINEER.

3.6 INSTALLATION OF PIPE APPURTENANCES

- A. Installation of Valves: Valves shall be handled in a manner to prevent any injury or damage to any part of the valve. Joints shall be thoroughly cleaned and prepared prior to installation. The CONTRACTOR shall adjust all stem packing and operate each valve prior to installation to insure proper operation.
- B. Valves shall be installed so that the valve stems are plumb and, in the location, indicated.

3.7 FIELD TESTING AND DISINFECTION

- A. Field testing and disinfection of water mains shall conform to the requirements of Specification 33 01 11 – Pressure Pipe Testing and Disinfection.

END OF SECTION

DIVISION 34 – TRANSPORTATIONS (NOT USED)

DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION (NOT USED)

DIVISION 40 – PROCESS INTERCONNECTIONS

40 05 00 PIPING GENERAL

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall provide piping systems indicated, complete and operable, in accordance with the Contract Documents.
- B. The provisions of this Section shall apply to piping in Divisions 33 and 40, and on the Drawings and as indicated in the Piping Schedule.
- C. The Drawings define the general layout, configuration, routing, method of support, pipe size, and pipe type. The Drawings are not pipe construction or fabrication drawings. The CONTRACTOR shall prepare pipe spooling and fabrication drawings and shall submit them to the ENGINEER for review. The drawings are not detailed pipe construction or fabrication drawings.
- D. Where pipe supports, fittings, specials, and spacing are indicated on the drawings and are reference to Standard Details, CONTRACTOR to use the Detail.
- E. Where pipe supports, fittings, specials, details, and spacers are not indicated on the Drawings, it is the CONTRACTOR'S responsibility to develop the details necessary to construct piping systems to accommodate the specific piping needs and equipment provided, and to provide spacers, adapters, and connectors for a complete and functional system.

1.2 SUBMITTALS

- A. Shop Drawings: Shop Drawings shall contain the following information:
 - 1. Drawings: Layout drawings including necessary dimensions, details, pipe joints, fittings, specials, bolts and nuts, gaskets, valves, appurtenances, anchors, guides, and material lists. Fabrication drawings shall indicate spacers, adapters, connectors, fittings, and pipe supports to accommodate the equipment and valves in a complete and functional system.

2. Gasket Material: Submit gasket manufacturer's catalog indicating that the recommended product is suitable for each fluid service application.
3. Modular Seals for Pipe: Manufacturer's catalog sheet showing materials and installation procedures.

B. Samples

1. Performing and paying for sampling and testing as necessary for certifications are the CONTRACTOR'S responsibility.

C. Certifications

1. Necessary certificates, test reports, and affidavits of compliance shall be obtained by the CONTRACTOR.
2. A certification from the pipe fabricator that each pipe will be manufactured subject to the fabricator's or a recognized Quality Control Program. An outline of the program shall be submitted to the ENGINEER for review prior to the manufacture of any pipe.

1.3 DEFINITIONS

- A. Pipe, piping, pipe work, pipe system, piping system, or similar words, singular or plural shall mean and include, any type of pipes, tubes, fittings, valves, piping specialties, appurtenances, supports, restraints, anchors, coatings and linings and items related to piping.
- B. Submerged piping, underwater piping or similar words, shall include any piping located two feet above water surface in basins or tanks.
- C. Potable water or similar words, shall mean and include any type of potable water or process water that be deemed potable after treatment processes.
- D. Corrosive service shall mean and include in locations listed below:
 1. Buried locations
 2. Submerged locations or submerged piping.
 3. Inside buried vaults, manholes, and structures that do not drain through a gravity sewer or to a sump with a pump.
 4. Chemical handling areas
 5. Inside trenches, containment walls, and curbed areas
 6. Locations indicated or designated in the contract documents.

1.4 MATERIAL DELIVERY, STORAGE, AND PROTECTION

- A. Piping materials, fittings, valves, and accessories shall be delivered in a clean and undamaged condition and stored off the ground for protection against oxidation caused by ground contact.
- B. Defective or damaged materials shall be replaced with new materials.

PART 2 - PRODUCTS

2.1 GENERAL

A. Extent of Work

- 1. Pipes, fittings, and appurtenances shall be provided in accordance with the requirements of the applicable Sections of Divisions 33 and 40 and as indicated.
- 2. Materials in contact with potable water shall be listed as compliant with NSF Standard 61 and FDEP.

B. Lining

- 1. Application, thickness, and curing of pipe lining shall be in accordance with the applicable Sections of Division 33, unless otherwise indicated.

C. Coating

- 1. Application, thickness, and curing of coating on buried pipe shall be in accordance with the applicable Sections of Division 2, unless otherwise indicated.
- 2. Pipes above ground or in structures shall be coated in accordance with Specification 09 96 00 – Protective Coating.

D. Pressure Rating

- 1. Piping systems shall be designed for the maximum expected pressure as defined in Specification 33 01 11 – Pressure Pipe Testing and Disinfection, or as indicated on the individual pipe material sections.

E. Inspections

- 1. Pipe shall be subject to inspection at the place of manufacture.
- 2. During the manufacture, the ENGINEER shall be given access to areas where manufacturing is in progress and shall be permitted to make inspections necessary to confirm compliance with requirements.

F. Tests

1. Except where otherwise indicated, materials used in the manufacture of the pipe shall be tested in accordance with the applicable specifications and standards.
2. Welds shall be tested as indicated.
3. The CONTRACTOR shall be responsible for performing material tests.

G. Welding Requirements

1. Qualification of welding procedures used to fabricate pipe shall be in accordance with the provisions of AWS D1.1 - Structural Welding Code or the ASME Boiler and Pressure Vessel Code, Section 9, whichever is applicable.
2. Welding procedures shall be submitted for the ENGINEER's review

H. Welder Qualification.

1. Welding shall be performed by skilled welders and welding operators who have adequate experience in the methods and materials to be used.
2. Welders shall be qualified under the provisions of AWS D1.1 or the ASME Boiler and Pressure Vessel Code, Section 9, by an independent local, approved testing agency not more than 6 months prior to commencing WORK on the piping whichever is applicable.
3. Machines and electrodes similar to those used in the WORK shall be used in qualification tests.
4. Qualification testing of welders and materials used during testing is part of the WORK.

2.2 PIPE FLANGES

A. General

1. Flanges shall be provided with flat faces and shall be attached with bolt holes straddling the vertical axis of the pipe unless otherwise indicated.
2. Attachment of the flanges to the pipe shall conform to the applicable requirements of AWWA C207.
3. Flange faces shall be perpendicular to the axis of the adjoining pipe.
4. Flanges for miscellaneous small diameter pipes shall be in accordance with the standards indicated for these pipes.

B. Pressure Ratings

1. 150 psig or less: Flanges shall conform to either AWWA C207 - Steel Pipe Flanges for Waterworks Service--Sizes 4 In. Through 144 In., Class D, or ASME B16.5 - Pipe Flanges and Flanged Fittings, 150 lb class.
2. 150 psig to 275 psig: Flanges shall conform to either AWWA C207 Class E or Class F, or ASME B16.5 150 lb class.
3. 275 psig to 700 psig: Flanges shall conform to ASME B16.5, 300 lb class.
4. Selection Based on Test Pressure
 - a. Do not expose AWWA flanges to test pressures greater than 125 percent of rated capacity.
 - b. For higher test pressures, the next higher rated AWWA flange or an ANSI-rated flange shall be selected.

C. Blind Flanges

1. Provide blind flanges in accordance with AWWA C207, or as indicated for miscellaneous small pipes.
2. Blind flanges for pipe sizes 12-inches and greater shall be provided with lifting eyes in the form of welded or screwed eye bolts.

D. Flange Coating

1. Machined faces of metal blind flanges and pipe flanges shall be coated with a temporary rust-inhibitive coating to protect the metal until the installation is completed.

E. Flange Bolts

1. Bolts and nuts shall conform to the requirements of Section 05500 – Miscellaneous Metalwork.
2. Use all-thread studs on valve flange connections where space restrictions preclude the use of regular bolts.

F. Insulating Flanges

1. Insulated flanges shall be provided with bolt holes 1-4-inch diameter greater than the bolt diameter.

G. Insulating Flange Sets

1. Provide insulating flange sets where indicated.
2. Each insulating flange set shall consist of an insulating gasket, insulating sleeves and washers, and a steel washer.
3. Insulating sleeves and washers shall be one piece when flange bolt diameter is 1-1/2 inch or smaller and shall be made of acetal resin.
4. For bolt diameters larger than 1-1/2 inches, insulating sleeves and washers shall be 2- piece and shall be made of polyethylene or phenolic material.
5. Steel washers shall be in conformance with ASTM A 325 - Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
6. Insulating gaskets shall be full-face.

H. Insulating Flange Manufacturer, or Equal

1. JM red Devil, Type E
2. Maloney Pipeline Products Co.
3. PSI Products Inc

I. Flange Gaskets

1. Gaskets or flanged joints used in general water and wastewater service shall be full-faced type, with material and thickness in accordance with AWWA C207, suitable for temperatures to 700 degrees F, a pH of one to 11, and pressures to 1000 psig.
2. Blind flanges shall be provided with gaskets covering the entire inside face of the blind flange and shall be cemented to the blind flange.
3. Ring gaskets will not be accepted unless otherwise indicated.
4. Flange gaskets shall be: John Crane, Style 2160; Garlock, Style 3000 American DIP Toruseal; or equal.
5. Gaskets for flanged joints used in water with chloramines shall be: Gylon, Style 3500 as manufactured by Garlock or equal.
6. Gaskets for flanges for PVC and CPVC piping used in general water and wastewater service shall be full-faced, 1/8-inch thick, and made of ethylene propylene rubber (EPR) having a Type A durometer hardness of 50 to 70 when tested in accordance with ASTM D 2240.

7. When the mating flange has a raised face, provide a flat ring gasket filler between the PVC flange and gasket and the adjacent flange.
8. Gaskets for flanged joints used in chemicals, air, solvents, hydrocarbons, steam, chlorine and other fluids shall be made of materials compatible with the service, pressure, and temperature.

2.3 THREADED INSULATING CONNECTIONS

A. General:

1. Threaded insulating bushings, unions, or couplings, as appropriate, shall be used for joining threaded pipes of dissimilar metals and for piping systems where corrosion control and cathodic protection are involved.

B. Materials

1. Threaded insulating connections shall be constructed of nylon, Teflon, polycarbonate, polyethylene, or other non-conductive materials, and shall have ratings and properties to suit the service and loading conditions.

2.4 SLEEVE-TYPE COUPLINGS

A. General:

1. Provide sleeve-type couplings where indicated.
2. The CONTRACTOR will not be allowed to substitute a sleeve-split coupling or any other type in lieu of sleeve coupling unless approved by the ENGINEER.

B. Construction

1. Sleeve couplings shall be in accordance with AWWA C219 - Standard for Bolted Sleeve-Type Couplings for Plain-End Pipe.
2. Couplings shall be constructed of steel with steel bolts, without pipe stop.
3. Couplings shall be of sizes to fit the indicated pipe and fittings.
4. The middle ring shall be not less than 1/4-inch thick or at least the same wall thickness as the pipe to which the coupling is connected.
5. If the strength of the middle ring material is less than the strength of the pipe material, the thickness of the middle ring shall be increased to have the same strength as the pipe.

6. The coupling shall be either 5 or 7 inches long for sizes up to and including 30-inch and 10 inches long for sizes greater than 30-inch, for standard steel couplings, and 16 inches long for long-sleeve couplings.
7. The followers shall be single-piece contoured mill sections welded and cold-expanded as required for the middle rings and of sufficient strength to accommodate the number of bolts necessary to obtain adequate gasket pressures without excessive rolling.
8. The shape of the follower shall be of such design as to provide positive confinement of the gasket.
9. Bolts and nuts shall be in accordance with the requirements of Section 05 50 00 – Miscellaneous Metalwork.
10. Buried sleeve-type couplings shall be epoxy-coated at the factory as indicated.

C. Pipe Preparation

1. Where indicated, prepare the ends of the pipe for flexible steel couplings.
2. Plain ends for use with couplings shall be smooth and round for a distance of 12 inches from the ends of the pipe, with an outside diameter not more than 1/64 inch smaller than the nominal outside diameter of the pipe.
3. The middle ring shall be tested by cold-expanding a minimum of one percent beyond the yield point, in order to proof-test the weld to the strength of the parent metal.
4. The weld of the middle ring shall be subjected to air test for porosity.

D. Gaskets

1. Gaskets or sleeve-type couplings shall be rubber-compound material that will not deteriorate from age or exposure to air under normal storage or use conditions.
2. Gaskets for wastewater and sewerage applications shall be composed of Buna N, Grade 60, or equivalent suitable elastomer.
3. The rubber in the gasket shall meet the following specifications:
 - a. Color: jet black
 - b. Surface: non-blooming
 - c. Durometer Hardness: 74, plus and minus 5
 - d. Tensile Strength: 1000 psi minimum

- e. Elongation: 175 percent minimum
- 4. The gaskets shall be immune to attack by impurities normally found in water or wastewater.
- 5. Gaskets shall meet the requirements of ASTM D 2000 - Classification System for Rubber Products in Automotive Applications, AA709Z, meeting Suffix B13 Grade 3, except as indicated above.
- 6. Where sleeve couplings are used in water containing chloramines or other fluids which attack rubber materials, gasket material shall be compatible with the piping service and fluid utilized.
- 7. Gasket materials used in water with chloramines shall be: Gylon Style 3500 by Garlock or equal.

E. Insulating Sleeve Couplings

- 1. Where insulating couplings are required, both ends of the coupling shall be provided with a wedge-shaped gasket which assembles over a sleeve of an insulating compound material compatible with the fluid service in order to obtain insulation of coupling metal parts from the pipe.

F. Restrained Joints

- 1. Sleeve-type couplings on pressure lines shall be harnessed unless thrust restraint is provided by other means.
- 2. Harnesses shall be designed by the pipe manufacturer in accordance with AWWA Manual M11, or as indicated.
- 3. Harness sets shall be designed for the maximum test pressure of the pipe in which they are installed.
- 4. Where harness sets are installed near the suction and discharge of the pump, harness bolts shall have zero elongation in order to prevent misalignment of the pump imparted by the thrust within the piping system.

G. Sleeve-Type Couplings Manufacturer, or Equal

- 1. Dresser, Style 38
- 2. Ford Meter Box Co., Inc., Style FC1 or FC3
- 3. Smith-Blair, Style 411

2.5 FLANGED COUPLING ADAPTERS

- A. Provide flanged coupling adapters where indicated.
- B. The CONTRACTOR will not be allowed to substitute any other type in lieu of flange coupling adapter unless approved by the ENGINEER.
- C. The coupling shall be rated as indicated.
- D. Construction
 - 1. Flanged coupling adapter bodies shall be fabricated from steel, ASTM A 512 - Cold-Drawn Buttweld Carbon Steel Mechanical Tubing or A 513 - Electric-Resistance Welded Carbon and Alloy Steel Mechanical Tubing with steel bolts, without pipe stop.
 - 2. Provide flanges in conformance with AWWA C207.
 - 3. Couplings shall be of sizes to fit the indicated pipe and fittings.
 - 4. The body shall be not less than 1/4 inch thick or at least the same wall thickness as the pipe to which the coupling is connected.
 - 5. If the strength of the body material is less than the strength of the pipe material, the thickness of the middle ring shall be increased to have the same strength as the pipe.
 - 6. The follower flange shall be fabricated from steel, ASTM A 576 - Steel Bars, Carbon, Hot Wrought, Special Quality or AISI C1012.
 - 7. The shape of the follower shall be of such design as to provide positive confinement of the gasket.
 - 8. Restraint
 - a. For flanged coupling adapters installed in piping system rated for positive pressure, the coupling shall be restrained with harness bolts or tie rods.
 - b. Other means of restraining the coupling such as set screws will not be accepted.
 - 9. Bolts and nuts shall be in accordance with the requirements of Section 05500 – Miscellaneous Metalwork.
 - 10. Buried couplings shall be epoxy-coated at the factory as indicated.

E. Gaskets

1. Gaskets for flange coupling adapters shall be composed of a rubber-compound material that will not deteriorate from age or exposure to air under normal storage or use conditions.
2. Gaskets for wastewater and sewerage applications shall be composed of Buna N, Grade 60, NSF-approved, or equivalent suitable elastomer.
3. The rubber in the gasket shall meet the following specifications:
 - a. Color: jet black
 - b. Surface: non-blooming
 - c. Durometer Hardness: 74, plus and minus 5
 - d. Tensile Strength: 1000 psi minimum
 - e. Elongation: 175 percent minimum
4. The gaskets shall be immune to attack by impurities normally found in water or wastewater.
5. Gaskets shall meet the requirements of ASTM D 2000 - Classification System for Rubber Products in Automotive Applications, AA709Z, meeting Suffix B13 Grade 3, except as noted above.
6. Where flanged coupling adapters are used in water containing chloramines or other fluids which attack rubber materials, the gasket material shall be compatible with the piping service and fluid utilized.
7. Gasket materials used in water with chloramines shall be: **Gylon Style 3500** by Garlock or equal.

F. Piping Connections to Equipment

1. Where piping connects to mechanical equipment such as pumps, compressors, and blowers, bring the piping to the equipment connection aligned and perpendicular to the axis of the flange or fitting for which the piping is to be connected.
2. The piping shall not impose excessive stress to the equipment connection to cause misalignment of the equipment.
3. The CONTRACTOR shall assign the responsibility to the equipment manufacturer to review the piping connection to the equipment and submit any modifications to the ENGINEER for review.

G. Restrained Joints

1. Flange coupling adapters on pressure lines shall be harnessed unless thrust restraint is provided by other means.
2. Harnesses shall be designed by the pipe manufacturer in accordance with AWWA Manual M11, or as indicated.
3. Harness sets shall be designed for the maximum test pressure of the pipe in which they are installed.
4. Where harness sets are installed near the suction and discharge of the pump, harness bolts shall have zero elongation in order to prevent misalignment of the pump imparted by the thrust within the piping system.

H. Flanged Couplings Adapter Manufacturer, or Equal

1. Smith-Blair, Model 975
2. JCM, Model 309

2.6 PIPE THREADS

- A. Pipe threads shall be in conformance with ASME B1.20.1 - Pipe Threads, General Purpose (inch), and be made up with Teflon tape unless otherwise indicated.

PART 3 - EXECUTION

3.1 GENERAL

- A. This section specifies the general installation requirements for piping, valves, and related items and shall be installed in accordance with the manufacturer's technical data and printed instructions. Specific piping materials, systems, appurtenances, and related installation and testing requirements are specified in related sections of Divisions 01, 33, and 40, and as noted on the Drawings, Pipe and Valve Schedules.
- B. Piping shall be installed in a neat and workmanlike manner, properly aligned and cut from measurements taken at the Site to avoid interferences with structural members, architectural features, openings, and equipment. Exposed pipe shall afford maximum headroom and access to equipment, and where necessary piping shall be installed with sufficient slopes for venting or drainage of liquids and condensate to low points.
- C. CONTRACTOR shall obtain the assistance of the pipe manufacturer to instruct the pipe fitters in the correct installation and support of the piping system. Valves and flanges attached to the pipe shall be provided with adequate supports.

D. Lined Piping Systems

1. The lining manufacturer shall take full responsibility for the complete, final product and its application.
2. Pipe ends and joints of lined pipes at threaded flanges shall be epoxy-coated in order to assure continuous protection.

E. Proprietary manufactured couplings shall be installed in accordance with the coupling manufacturer's recommendation.

F. Care shall be taken to insure that piping flanges, mechanical-type couplings, sleeve-type couplings, flexible connectors, and expansion joints are properly installed as follows:

1. Gasket surfaces shall be carefully cleaned and inspected prior to making up the connection.
2. Each gasket shall be centered properly on the contact surfaces.
3. Connections shall be installed to prevent inducing stress to the piping system or the equipment to which the piping is connected.
4. Contact surfaces for flanges, couplings, and piping ends shall be aligned parallel, concentric, and square to each axis at the piping connections.
5. Flange Bolts
 - a. Flange bolts shall be initially hand-tightened with the piping connections properly aligned.
 - b. Bolts shall be tightened with a torque wrench in a staggered sequence to the AISC-recommended torque for the bolt material.
6. Harness, Thrust Restraint, and Tie Rod Bolts
 - a. Harness, thrust restraint, and tie rod bolts used for sleeve couplings, flange coupling adapters, or flexible joints shall be tightened gradually and equally at diametrically opposite sides until snug, in order to prevent misalignment and to ensure that all studs carry equal loads.
 - b. In order to prevent induced stress or misalignment, do not over-torque connections to adjoining pump or equipment.
7. Groove ends shall be clean and free from indentations, projections, and roll marks in the area from the pipe end to the groove.

8. After installation, joints shall not have any leakage that exceeds the allowable leakage rates.
9. Flanges shall not be deformed nor cracked.

G. Core Drilling

1. Where core drilling is required for pipes passing through existing concrete, core drilling locations shall be determined by radiograph of concrete construction in order to avoid damage to embedded raceways and reinforcing bars.

H. Cleanup

1. After completion of the WORK, cuttings, joining and wrapping materials, and other scattered debris shall be removed from the Site.
2. The entire piping system shall be handed over in a clean and functional condition.

3.2 INSTALLATION

- A. Installation shall be free from defects. Prior to installation, each pipe length shall be carefully inspected, be flushed clean of any debris or dust, and be straightened if not true straight. Ends of threaded pipes shall be reamed and filed smooth. Groove ends shall be clean and free from indentations, projections, and roll marks in the area from the pipe end to the groove. Fittings shall be equally cleaned before assembly.
- B. Building gravity flow plumbing pipes shall be installed in a neat and workmanlike manner, in accordance with the prevailing plumbing and building codes. Pipes shall have the required slopes for proper drainage. Pipe locations inside buildings shall be coordinated with the rest of the WORK to avoid interferences and to provide sufficient headroom. Installations shall be acceptable to the local plumbing inspector.
- C. Piping Joints: Pipe joints requirements shall conform to the applicable piping sections of Division 33 and Division 40.
 1. Threaded Joints: Pipe threads shall be full and cleanly cut with sharp dies. Not more than 3 threads shall remain exposed after installation.
 2. Welded Joints: Welded joints shall conform to the specifications and recommendations of ASME B 31.1 - Power Piping. Welding shall be done by skilled and qualified welders. Pipe surface residues, oxides, and heat stains are to be removed from a field weld and the affected areas adjacent by the use of stainless steel wire brushes. For alloy and stainless steel pipe, the post welding surfaces shall be cleaned with a pickle agent such as nitric/hydrofluoric acid solutions or pickle paste or equal, then complete removal of the agent by wash the surface thoroughly with clean water.

3. Flange Joints: Flanged joints shall be made with gaskets with bolts and nuts as specified. Care shall be taken not to over-torque the bolts, in accordance with the manufacturer's written recommendations.
4. Fusion-Welded Joints: Fusion-welded joints shall be made with the manufacturer's recommended equipment on clean, dry pipe ends. The joints shall be made up at the recommended ambient temperatures, to the pipe manufacturer's written recommendations. The pipe supplier shall be consulted to obtain machinery and expertise for the joining by fusion welded of pipe and fittings. No pipe or fittings shall be joined by fusion by any of the Contractor's personnel unless they are adequately trained and qualified in the techniques involved. Butt fusion joining shall yield a joint strength equal to or greater than the tensile strength of the pipe. Socket fusion, extrusion welding and hot gas welding shall not be used for field connections.
5. Brazed and Soldered Joints: Brazed and soldered joints shall conform to the manufacturer's recommendations and to the specifications and recommendations of ASME B 31.1 - Power Piping. Brazing shall be done by skilled and qualified welders. Prior to the application of flux, the ends of tubes shall be thoroughly dried and cleaned.
6. Grooved Joints: Grooves for grooved couplings and fittings shall be made with specially designed grooving tools to the manufacturer's recommendations and conform to AWWA C 606 – Joints, Grooved and Shouldered Type. Grooves shall be clean and sharp without flaws, and the pipe ends shall be accurately cut at 90 degrees to the pipe axis.
7. Push On Joints: Push on joints and gasket installation shall be in accordance with the manufacturer's recommendations and lubricants. Pipe ends shall be beveled to facilitate assembly. Lubricants shall be suitable for potable water service and shall be kept clean in closed containers.
8. Solvent-Welded Joints: Solvent-welded joints shall be made with fresh primer and solvent cement on clean, dry pipe ends. The primer and cement cans shall be kept closed at all times and the joints shall be made up at the recommended ambient temperatures, to the pipe or cement manufacturer's written recommendations. PVC socket connections shall be joined with PVC cement conforming to ASTM D2564 Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC). CPVC socket connections shall be joined with CPVC solvent cement conforming to ASTM F493. For chemical service applications, solvent cement shall be formulated and labeled for use on that chemical.
9. Adhesive Joints: Adhesive joints shall be made with freshly-mixed 2-part epoxy on clean, dry pipe ends per pipe manufacturer recommendations. The joints shall be made up at the recommended ambient temperatures, to the pipe or adhesive manufacturer's written recommendations. Pipe ends shall be inserted to the full depth of the socket.

- D. Valves and Unions: Unless otherwise indicated, connections to fixtures, groups of fixtures and equipment shall be provided with a shutoff valve and union, unless the valve has flanged ends. Unions shall be provided at threaded valves, equipment, and other devices requiring occasional removal or disconnection.
- E. Branch Connections: Branch connections in horizontal runs of air and gas piping shall be made from the top of the pipe, to avoid drainage of condensate into the equipment. Unless otherwise indicated for threaded pipe connections between metal and plastic pipes, use metal FNPT and plastic MNPT.
1. Pipe ends and joints of lined pipes at threaded flanges shall be epoxy-coated in order to assure continuous protection.
- F. Isolation Joints / Dielectric Protection: Provide electrically isolate connections between dissimilar metal piping connections. Electrical checks shall be made to assure no contact is made between dissimilar metal piping elements.
1. Use dielectric couplings specially designed for the prevention of galvanic reaction between dissimilar metals.
 2. For flanged connections, use stainless steel bolts with isolation bushings, washers, and full-face flange gaskets.
- G. Core Drilling: Where core drilling is required for pipes passing through existing concrete, core drilling locations shall be determined by radiograph of concrete construction in order to avoid damage to embedded raceways and reinforcing bars.
- H. Coating: Exposed pipes shall be coated with a finish coat to the pipe manufacturer's standard protective coating, with the manufacturer's recommended prime coat and a finish coat in accordance with Section 09 96 00 - Protective Coating.
- I. Low points in piping systems and driplegs in steam, gas, and air systems shall have drainage valves.
- J. Care shall be taken to insure that piping flanges, mechanical-type couplings, sleeve-type couplings, flexible connectors, and expansion joints are properly installed as follows:
1. Gasket surfaces shall be carefully cleaned and inspected prior to making up the connection. Gasket shall be centered properly on the contact surfaces.
 2. Connections shall be installed to prevent inducing stress to the piping system or the equipment to which the piping is connected.
 3. Contact surfaces for flanges, couplings, and piping ends shall be aligned parallel, concentric, and square to each axis at the piping connections.

4. Flange Bolts

- a. Flange bolts shall be initially hand-tightened with the piping connections properly aligned.
- b. Bolts shall be tightened with a torque wrench in a staggered sequence to the recommended torque for the applicable piping material per AWWA or manufacturer's recommendation. Care shall be taken to avoid over-torquing the bolts especially on plastic flanged joints.
- c. Harness, thrust restraint, and tie rod bolts used for sleeve couplings, flange coupling adapters, or flexible joints shall be tightened gradually and equally at diametrically opposite sides until snug, in order to prevent misalignment and to insure that all studs carry equal loads.
- d. In order to prevent induced stress or misalignment, do not over-torque connections to adjoining pump or equipment. Flanges shall not be deformed nor cracked.

3.3 INSPECTION

- A. After completion of the WORK, cuttings, joining and wrapping materials, and other scattered debris shall be removed from the Site. The entire piping system shall be in a clean and functional condition.
- B. Inspection: Finished installations shall be carefully inspected for proper joints and supports, interferences, and damage to pipe, fittings, and coating. Temporary plugs and covers shall be removed from openings and floor drains. Defective WORK shall be repaired to the satisfaction of the field engineer or plumbing inspector.

3.4 FIELD TESTING FOR PRESSURE PIPING

- A. Prior to enclosure or burying, piping systems shall be pressure tested as required in the Piping Schedule for a period of not less than two hours without exceeding the tolerances listed in the Piping Schedule. Where no pressures are indicated, the pipes shall be subject to 1-1/2 times the maximum working pressure. The CONTRACTOR shall furnish test equipment, labor, materials, and devices as part of the WORK. For additional testing requirements, refer to Section 33 01 11 - Pressure Pipe Testing and Disinfection.
- B. Leakage may be determined by loss of pressure, soap solution, chemical indicator, or other positive and accurate method. Fixtures, devices, or other accessories which are to be connected to the lines and which would be damaged if subjected to the test pressure shall be disconnected and ends of the branch lines plugged or capped as required during the testing procedures.
- C. Leaks shall be repaired, and the system shall be re-tested until no leaks are found.

3.5 MATERIAL DELIVERY, STORAGE, AND PROTECTION

- A. All piping materials, fittings, valves, and accessories shall be delivered in a clean and undamaged condition and stored off the ground for protection against oxidation caused by ground contact. All defective or damaged materials shall be replaced with new materials.

END OF SECTION

40 05 06 REPAIR CLAMPS AND TRANSITION COUPLINGS

PART 1 - GENERAL

1.1 THE REQUIREMENT

- A. The WORK includes abandoning existing 2-inch galvanized potable water piping and potable water service connections connected to existing 6-inch, 8-inch, and 10-inch asbestos concrete (AC) pipe. The CONTRACTOR shall remove the existing tapping saddles on the existing asbestos concrete pipe and furnish and install full circle repair clamps to repair the taps and abandon the existing piping as shown on the Drawings, in accordance with the Contract Documents.
- B. The WORK includes connecting new PVC and ductile iron piping to existing 6-inch, 8-inch, and 10-inch AC pipe as part of the new potable water and force main installation. The CONTRACTOR shall furnish and install PVC to AC pipe and DIP to AC pipe transition couplings as required to complete the designed connections of new piping to the existing AC pipe as shown on the Drawings, in accordance with the Contract Documents.
- C. It is the CONTRACTOR's responsibility to develop the details necessary to construct the connections and to provide and install all spools, spacers, adapters, and connectors for a complete and functional system.
- D. The provisions of this Section shall apply to all piping sections in Divisions 33 and 40.

1.2 CONTRACTOR SUBMITTALS

- A. Shop Drawings: Submit manufacturer's catalog sheets providing information on materials and installation procedures.

PART 2 - PRODUCTS

2.1 REPAIR CLAMPS

- A. Repair clamps shall be full circle clamps sized for asbestos concrete outside diameter.
- B. Repair clamps shall be constructed of 18-8 Type 304 stainless steel. Gaskets shall be Buna-N. Bolts and nuts shall be 18-8 Type 304 stainless steel.
- C. Manufacturers or Equal:
 - 1. Cascade Waterworks Manufacturing
 - 2. Ford Meter Box Company
 - 3. JCM Industries

4. Smith Blair

2.2 TRANSITION COUPLINGS

- A. Transition couplings shall be designed and sized for PVC to asbestos concrete pipe and ductile iron to asbestos concrete pipe transitions.
- B. Transition couplings shall be constructed of ductile iron pipe in accordance with ASTM A 536. Gaskets shall be Buna-N. Bolts and nuts shall be Type 18-8 type 304 stainless steel.
- C. Manufacturers or Equal:
 1. Cascade Waterworks Manufacturing
 2. Ford Meter Box Company
 3. Romac Industries
 4. Smith Blair

PART 3 - EXECUTION

3.1 MATERIAL DELIVERY, STORAGE, AND PROTECTION

- A. Piping materials, fittings, valves, and accessories shall be delivered in a clean and undamaged condition and stored off the ground for protection against oxidation caused by ground contact.
- B. Defective or damaged materials shall be replaced with new materials.

3.2 INSTALLATION

- A. Repair clamps, transition couplings, and accessories shall be installed in accordance with the requirements of the applicable Sections of Divisions 2 and 15, and in accordance with the manufacturer's instructions.
- B. Piping and gaskets shall be carefully cleaned and inspected prior to making connections.

END OF SECTION

DIVISION 41 – PROCESS EQUIPMENT (NOT USED)

DIVISION 42 – PROCESS HEATING, COOLING AND DRYING EQUIPMENT (NOT USED)

DIVISION 43 – MATERIAL HANDLING EQUIPMENT

43 30 00 VALVES, GENERAL

PART 1 - GENERAL

1.1 THE SUMMARY

- A. Provide valves, actuators, and appurtenances, complete and operable, as indicated in accordance with the Contract Documents.
- B. The provisions of this Section shall apply to all valves and valve actuators except where otherwise indicated.
- C. Valves and actuators in particular locations may require a combination of units, sensors, limit switches, and controls, as indicated.
- D. Unit Responsibility
 - 1. A single manufacturer shall be responsible for the coordination of design, assembly, testing, and furnishing of each valve; however, the CONTRACTOR shall be responsible to the OWNER for compliance with the requirements of each valve Section.
 - 2. Unless indicated otherwise, the responsible manufacturer shall be the manufacturer of the valve.
- E. Single Manufacturer
 - 1. Where 2 or more valves of the same type and size are required, the valves shall be furnished by the same manufacturer.

1.2 CONTRACTOR SUBMITTALS

- A. Furnish the following information on Shop Drawings:
 - 1. Valve name, size, Cv factor, pressure rating, identification number (if any), and specification section number;

2. Complete information on the valve actuator, including size, manufacturer, model number, limit switches, and mounting;
 3. Assembly drawings showing part nomenclature, materials, dimensions, weights, and relationships of valve handles, hand wheels, position indicators, limit switches, integral control systems, needle valves, and control systems;
- B. Furnish a technical manual containing the required information for each valve, as indicated.
- C. Furnish a spare parts list, containing the required information for each valve assembly, as indicated.
- D. Factory Test Data
1. Where indicated, submit signed, dated, and certified factory test data for each valve requiring certification, before shipping the valve.
 2. Furnish a certification of quality and test results for factory-applied coatings.

PART 2 - PRODUCTS

2.1 PRODUCTS

A. General

1. Provide valves and gates of new and current manufacture.
2. Provide buried valves with valve boxes and covers containing position indicators and valve extensions.

B. Protective Coating

1. Coat the exterior surfaces of valves and the wet interior surfaces of ferrous valves of sizes 4-inch and larger in accordance with the requirements of Specification 09 96 00 – Protective Coating.
2. The valve manufacturer shall certify in writing that the required coating has been applied and tested in the manufacturing plant prior to shipment, in accordance with the indicated requirements.
3. Do not epoxy-coat the flange faces of valves.

C. Valve Labeling

1. Buried valves shall be equipped with a valve tag indicating size and type of valve located at the valve box in accordance with the detail on the Drawings.

D. Valve Testing

1. As a minimum, unless otherwise indicated or recommended by the reference standards, test valves 3 inches in diameter and smaller in accordance with the manufacturer's standard procedure.
2. Factory-test valves 4 inches in diameter and larger as follows:
 - a. Hydrostatic Testing
 - 1) Subject valve bodies to an internal hydrostatic pressure equivalent to twice the water-rated pressure of the valve.
 - 2) Metallic valves rating pressures shall be based at 100 degrees F.
 - 3) Plastic valves rating pressures shall be based at 73 degrees F, or at a higher temperature according to material type.
 - 4) During the hydrostatic test, there shall be no visible leakage through the valve body, end joints, or shaft seals, nor shall parts of the valve be permanently deformed.
 - 5) Allow test duration of at least 10 minutes, in order to allow visual examination for leakage.
 - b. Seat Testing
 - 1) Test the valves for leaks in the closed position, with the pressure differential across the seat equal to the water rated pressure of the valve.
 - 2) Provide test duration of at least 10 minutes, in order to allow visual examination for leakage.
 - 3) The leakage rate shall be the more stringent of the following:
 - a). As recommended by the reference standard for that type of valve; or
 - b). Leakage past the closed valve not to exceed one fluid ounce per hour per inch diameter for metal seated valves, and drop-tight for resilient seated valves.
 - c. Performance Testing
 - 1) Shop-operate the valves from the fully-closed to the fully-open position, and reverse under no-flow conditions in order to demonstrate that the valve assembly operates properly.

E. Certification

1. Prior to shipment of valves with sizes larger than 12-inches in diameter, submit certified, notarized copies of the hydrostatic factory tests, showing compliance with the applicable standards of AWWA, ANSI, or ASTM.

F. Valve Markings

1. Permanently mark valve bodies in accordance with MSS SP25 - Standard Marking Systems for Valves, Fittings, Flanges, and Unions.

2.2 MATERIALS

A. General

1. Provide materials suitable for the intended application.
2. Provide materials in contact with potable water listed as compliant with NSF Standard 61.
3. Ensure that materials not indicated are of high-grade standard commercial quality, free from defects and imperfections that might affect the serviceability of the product for the purpose for which it is intended.
4. Unless otherwise indicated, provide valve and actuator bodies conforming to the following requirements:
 - a. Cast Iron: Close-grained gray cast iron, conforming to ASTM A 48 - Gray Iron Castings, Class 30, or to ASTM A 126 - Gray Iron Castings for Valves, Flanges, and Pipe Fittings
 - b. Ductile Iron: ASTM A 536 - Ductile Iron Castings, or to ASTM A 395 - Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures
 - c. Steel: ASTM A 216 - Steel Castings, Carbon Suitable for Fusion Welding for High-Temperature Service, or to ASTM A 515 - Pressure Vessel Plates, Carbon Steel, for Intermediate- and Higher-Temperature Service
 - d. Bronze: ASTM B 62 - Composition Bronze or Ounce Metal Castings, and valve stems not subject to dezincification shall conform to ASTM B 584 - Copper Alloy Sand Castings for General Applications. Bronze materials in contact with potable water service shall be free of lead content meeting the Lead Reduction Act.
 - e. Stainless Steel: Stainless steel valve and operator bodies and trim shall conform to ASTM A 351 - Steel Castings, Austenitic, for High-Temperature Service, Grade CF8M, or shall be Type 316 stainless steel

- f. PVC: Polyvinyl chloride materials for valve body, flanges, and cover shall conform to Cell Classification 12454
- g. CPVC: Chlorinated Poly Vinyl Chloride materials for valve body, flanges, and cover shall conform to Cell Classification 23447
- h. NSF Standard 61: Materials shall be listed for use in contact with potable water.

2.3 VALVE CONSTRUCTION

A. Bodies

1. Provide valve bodies that are cast, molded (in the case of plastic valves), forged, or welded, of the materials indicated, and with smooth interior passages.
2. Provide wall thicknesses uniform and in agreement with the applicable standards for each type of valve, without casting defects, pinholes, and other defects that could weaken the body.
3. Perform welds on welded bodies by certified welders and ground welds smooth.
4. Provide valve ends as indicated, and rated for the maximum temperature and pressure to which the valve will be subjected.

B. Valve End Connections

1. Unless otherwise indicated, valves 2-1/2 inches in diameter and smaller may be provided with threaded end connections.
2. Provide valves 3 inches in diameter and larger with flanged end connections.
3. Flanges, bolts and gaskets shall be as specified in Section 40 05 00 - Piping, General.

C. Bonnets

1. Connect valve bonnets to the body by clamping, screwing, or flanging.
2. Provide bonnets of the same material, temperature, and pressure rating as the body.
3. Make provisions for the stem seal with the necessary glands, packing nuts, and yokes.

D. Stems

1. Provide valve stems of the materials indicated, or, if not indicated, of the best commercially-available material for the specific service, with adjustable stem packing, O-rings, chevron V-type packing, or other suitable seal. Bronze materials in contact

with potable water shall be NSF 61 approved and free of lead. Elastomeric materials shall be compatible with fluid service.

2. Where subject to dezincification, ensure that bronze valve stems conform to ASTM B 62, containing not more than 5 percent of zinc or more than 2 percent of aluminum, with a minimum tensile strength of 30,000 psi, a minimum yield strength of 14,000 psi, and an elongation of at least 10 percent in 2 inches.
3. Where dezincification is not a problem, bronze conforming to ASTM B 584 may be used, except that the zinc content shall not exceed 16 percent.

E. Stem Guides

1. Provide stem guides paced 10 feet on centers, unless the manufacturer can demonstrate by calculation that a different spacing is acceptable.

F. Internal Parts

1. Provide internal parts and valve trim as indicated for each individual valve.

G. Nuts and Bolts

1. Unless otherwise indicated, provide nuts and bolts on valve flanges and supports in accordance with the requirements of Section 05 50 00 – Miscellaneous Metalwork and Section 40 05 00 – Piping, General.

2.4 VALVE ACTUATORS

- A. Valve actuators shall be as indicated and as specified in Section 43 30 12 – Valve and Gate Actuators

2.5 VALVE ACCESSORIES

- A. Provide valves complete with the accessories required to provide a functional system.

2.6 SPARE PARTS

- A. Furnish the required spare parts, suitably packaged and labeled with the valve name, location, and identification number.
- B. Furnish the name, address, and telephone number of the nearest distributor for the spare parts of each valve.
- C. Spare parts are intended for use by the OWNER, after expiration of the correction of defects period.

2.7 MANUFACTURERS

- A. Valve manufacturers shall have a successful record of not less than 5 years in the manufacture of the indicated valves.

PART 3 - EXECUTION

3.1 VALVE INSTALLATION AND TRIAL OPERATION

A. General

1. Install valves, actuating units, stem extensions, valve boxes, and accessories in accordance with the manufacturer's written instructions and as indicated.
2. Adequately brace gates in order to prevent warpage and bending under the intended use.
3. Firmly support valves in order to avoid undue stresses on the pipe.

B. Access

1. Install valves in a manner to provide easy access for actuation, removal, and maintenance, and to avoid interference between valve actuators and structural members, handrails, and other equipment.

C. Valve Accessories

1. Where combinations of valves, sensors, switches, and controls are indicated, properly assemble and install such items such that systems are compatible and operating properly.
2. Clearly note the relationship between interrelated items on Shop Drawing submittals.

END OF SECTION

43 30 12 VALVES AND GATE ACTUATORS

PART 1 - GENERAL

1.1 THE SUMMARY

- A. Provide valve and gate actuators and appurtenances, complete and operable, as indicated in accordance with the Contract Documents.
- B. The provisions of this Section apply to valves and gates except where otherwise indicated in the Contract Documents.
- C. Unit Responsibility
 - 1. Make the valve or gate manufacturer responsible for the coordination of design, assembly, testing, and installation of actuators on the valves and gates; however, the CONTRACTOR shall be responsible to the OWNER for compliance of the valves, gates, and actuators with the Contract Documents.
- D. Where 2 or more valve or gate actuators of the same type or size are required, the actuators shall be produced by the same manufacturer.

1.2 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with the requirements of Specification 43 30 00 – Valves, General.
- B. Submit Shop Drawing information for actuators with the valve and gate submittals as a complete package.
- C. Submit calculations showing dynamic seating and unseating torques versus the output torque of the actuator.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Provide actuators complete and operable with mounting hardware, gears, nuts, and extensions, as applicable.
- B. Provide actuators with torque ratings equal to or greater than required for valve seating and dynamic torques, whichever is greater, and capable of holding the valve in any intermediate position between fully-open and fully-closed without creeping or fluttering.
- C. Actuator torque ratings for butterfly valves shall be determined in accordance with AWWA C504 - Rubber-Seated Butterfly Valves.

D. Manufacturers

1. Where indicated, certain valves and gates may be provided with actuators manufactured by the valve or gate manufacturer.
2. Where actuators are furnished by different manufacturers, coordinate the selection to result in the fewest number of manufacturers possible.

E. Materials

1. Provide actuators of current models, of the best commercial quality materials, and liberally sized for the required torque.
2. Provide materials suitable for the environment in which the valve or gate is to be installed.

F. Actuator Mounting and Position Indicators

1. Securely mount actuators by means of brackets or hardware specially designed and sized for this purpose and of ample strength.
2. Cast the word "OPEN" on each valve or actuator, with an arrow indicating the direction to open in the counter-clockwise direction.
3. Equip gear and power actuators with position indicators.

G. Standards

1. Provide fasteners in accordance with the requirements of Section 05 50 00 – Miscellaneous Metalwork.
2. Provide coatings in accordance with the requirements of Section 09 96 00 – Protective Coating.

2.2 MANUAL ACTUATORS

A. General

1. Unless otherwise indicated, provide valves and gates with manual actuators.
2. Provide valves in sizes up to and including 4 inches with direct-acting lever or hand wheel actuators of the manufacturer's best standard design.
3. Provide valves and gates larger than 4-inch with gear-assisted manual actuators, with an operating pull of maximum 60 pounds on the rim of the hand wheel.

4. Provide buried valves with worm gear actuators, hermetically-sealed water-tight and grease-packed.

B. Buried Valves

1. Buried valves with extension stems to grade, with square nuts, position indicators, and cast-iron or steel pipe extensions with valve boxes, covers, and operating keys as detailed on the Drawings.
2. Provide wrench-nuts in compliance with AWWA C 500 - Metal-Seated Gate Valves for Water Supply Service.

C. Manual Worm Gear Actuator

1. Provide an actuator consisting of a single- or double-reduction gear unit contained in a weatherproof cast iron or steel body with cover, and a minimum 12-inch diameter hand wheel.
2. Provide the actuator to be capable of a 90-degree rotation, and equip the actuator with travel stops capable of limiting the valve opening and closing.
3. Provide the actuator with spur or helical gears and worm gearing.
4. Provide a self-locking gear ratio in order to prevent "back-driving."
5. Construct the spur or helical gears of hardened alloy steel, and the worm gear of alloy bronze.
6. Construct the worm gear shaft and the hand wheel shaft from 17-4 PH or similar stainless steel.
7. Accurately cut gearing with hobbing machines.
8. Use ball or roller bearings throughout.
9. Provide the output shaft end with a spline in order to allow adjustable alignment.
10. Actuator output gear changes shall be mechanically possible by simply changing the exposed or helical gear set ratio without further disassembly of the actuator.
11. Design gearing for a 100 percent overload.
12. The entire gear assembly shall be sealed weatherproof.
13. Design and rate buried gear actuators for buried service, provide with a stainless steel input shaft, and double-seal on shaft and top cap.

D. Traveling-Nut Actuator

1. Provide the actuator with a traveling-nut and screw (Scotch yoke), contained in a weatherproof cast iron or steel housing with a spur gear and a minimum 12-inch diameter hand wheel.
2. The screw shall run in 2 end bearings, and provide a self-locking actuator in order to maintain the valve position under any flow condition.
3. Construct the screw and gear from hardened alloy steel or stainless steel, and the construct the nut and bushings from alloy bronze.
4. The bearings and gear shall be grease-lubricated by means of nipples.
5. Design gearing for a 100 percent overload.

2.3 VALVE BOXES

- A. Cast iron valve boxes shall be provided for all valves that are below finished grade elevations. Valve boxes shall be a two-piece screw type consisting of a cast iron base and adjustable cast iron top section with cover that shall be marked "WATER" or "SEWER" as appropriate.
- B. Manufacturers of Valve Boxes for Water, or equal:
 1. Tyler
 2. U.S. Foundry
 3. Wager Company

PART 3 - EXECUTION

3.1 MATERIAL DELIVERY, STORAGE, AND PROTECTION

- A. All valves, valve boxes, and accessories shall be delivered in a clean and undamaged condition and stored off the ground for protection against oxidation caused by ground contact. All defective or damaged materials shall be replaced with new materials.

3.2 SERVICES OF MANUFACTURER

- A. The adjustment of actuator controls and limit switches in the field for the required function shall be performed by field representatives of the manufacturers of valves or gates with pneumatic, hydraulic, or electric actuators.

3.3 INSTALLATION

- A. Install valve and gate actuators and accessories in accordance with the requirements of Section 43 30 00 – Valves, General. Install valves and valve boxes as detailed on the Drawings and in accordance with the manufacturer's recommendations.

END OF SECTION

43 30 22 GATE VALVES

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall provide gate valves and appurtenances, complete and operable, in accordance with the Contract Documents.
- B. The requirements of Section 43 30 00 - Valves, General apply to this Section.
- C. The requirements of Section 43 30 12 - Valve and Gate Actuators apply to this Section.

1.2 CONTRACTOR SUBMITTALS

- A. Furnish submittals in accordance with Section 43 30 00 – Valves, General.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Buried valves shall be of the inside screw, non-rising stem type. The valve actuators shall be as indicated, with counter-clockwise opening stems, in accordance with Section 43 30 12 – Valve and Gate Actuators.
- B. All gate valves shall be resilient-seated gate valves as specified below.

2.2 RESILIENT-SEATED GATE VALVES

- A. Construction: Resilient-seated gate valves shall conform to AWWA C509 - Resilient-Seated Gate Valves for Water and Sewerage Systems. The valves shall be suitable for a minimum design working water pressure of 200 psig, with flanged, bell and spigot, or mechanical joint ends as indicated. The valve body, bonnet, and disc shall be of cast iron or ductile iron and the disc or body shall be rubber-coated. Body and bonnet wall thickness shall be equal to or greater than the minimum wall thickness as listed in Table 1 of AWWA C509. The stem, stem nuts, glands, and bushings shall be bronze, with the stem seal per AWWA C509.
- B. Pressure Ratings: AWWA C509 valves that are 3, 4, 6, 8, and 12 inches in size shall be rated for 200 psig minimum design working water pressure, and 16-, 20-, 24-, and 30-inch valves shall be rated for 150 psig minimum design working water pressure.
- C. Protective Coating: Valve interior and exterior of body and bonnet shall be coated with a fusion bonded epoxy coating in accordance with Section 09800 - Protective Coating.

D. Actuators: Unless otherwise indicated, resilient-seated gate valves shall have manual actuators in accordance with Section 43 30 12.

E. Manufacturers, or Equal

1. Mueller Company
2. Clow, F-6100
3. Kennedy Valve, Ken-Seal
4. American Flow Products, 500/2500 Series
5. U.S. Pipe, Metroseal

2.3 GATE VALVES (SMALLER THAN 3-INCHES)

A. Construction: Gate valves smaller than 3-inches, for general purpose use, shall be non-rising stem, heavy-duty type for industrial service, with screwed or soldered ends to match the piping. The bodies shall have union bonnets of bronze conforming to ASTM B 62 - Composition Bronze or Ounce Metal Castings. The stems shall be of bronze conforming to ASTM B 62, or ASTM B 371 - Copper-Zinc-Silicon Alloy Rod. The solid wedges shall be of bronze conforming to ASTM B 62. The valves shall have malleable iron handwheels unless otherwise indicated, and stem seals shall be of Teflon-impregnated or other acceptable non-asbestos packing. Valves shall have a pressure rating of minimum 125 psi steam and 200 psi coldwater, unless otherwise indicated.

B. Manufacturers, or Equal

1. Crane Company
2. Milwaukee Valve Company
3. Wm. Powell Company
4. Stockham Valves and Fittings
5. Walworth Company

PART 3 - EXECUTION

3.1 GENERAL

- A. Gate valves shall be installed in accordance with the provisions of Section 43 30 00 – Valves, General. Care shall be taken that valves in plastic lines are well supported at each end of the valve.

END OF SECTION

43 30 52 MISCELLANEOUS VALVES GENERAL

PART 1 - GENERAL

1.1 THE SUMMARY

- A. The CONTRACTOR shall provide miscellaneous valves and appurtenances, complete and operable, in accordance with the Contract Documents.
- B. The requirements of Section 43 30 00 - Valves, General, apply to this Section.
CONTRACTOR SUBMITTALS
- C. Furnish submittals in accordance with Section 43 30 00 - Valves, General.

PART 2 - PRODUCTS

2.1 AIR-VACUUM AND AIR-RELEASE VALVES

- A. Air and Vacuum Valves: Air and vacuum valves shall be capable of venting large quantities of air while pipelines are being filled, and allowing air to re-enter while pipelines are being drained. They shall be of the size indicated, with flanged or screwed ends to match piping. Bodies shall be of high-strength cast iron. The float, seat, and moving parts shall be constructed of Type 316 stainless steel. Seat washers and gaskets shall be of a material insuring water tightness with a minimum of maintenance. Valves shall be designed for minimum 150 psi water-working pressure, unless otherwise indicated.
- B. Air-Release Valves: Air-release valves shall vent accumulating air while system is in service under pressure and be of the size indicated. Valves shall meet the same general requirements as indicated for air and vacuum valves except that the vacuum feature will not be required. Valves shall be designed for a minimum water-working pressure of 150 psi, unless otherwise indicated.
- C. Combination Air Valves: Combination air valves shall combine the characteristics of air and vacuum valves and air release valves by exhausting accumulated air in systems under pressure and releasing or re-admitting large quantities of air while a system is being filled or drained, respectively. Valves shall have the same general requirements as indicated for air and vacuum valves.

2.2 METAL BALL VALVES (4-INCH AND SMALLER)

- A. General: Unless otherwise indicated, general purpose metal ball valves in sizes up to 4-inches shall have actuators in accordance with Section 15201 - Valve and Gate Actuators.
- B. Body: Ball valves up to and including 1-1/2 inches in size shall have bronze or carbon steel 2 or 3 piece bodies with screwed ends for a pressure rating of not less than 600 psi WOG. Valves 2-inches to 4-inches in size shall have bronze or carbon steel 2 or 3 piece

bodies with flanged ends for a pressure rating of ANSI 125 psi or 150 psi unless otherwise indicated.

- C. Balls: The balls shall be solid chrome-plated brass or bronze, or stainless steel, with standard port (single reduction) or full port openings.
- D. Stems: The valve stems shall be of the blow-out proof design, of bronze, stainless steel, or other acceptable construction, with reinforced teflon seal.
- E. Seats: The valve seats shall be of teflon or Buna-N, for bi-directional service and easy replacement.
- F. Manufacturers, or Equal
 - 1. Conbraco Industries, Inc. (Apollo)
 - 2. ITT Engineered Valves
 - 3. Neles-Jamesbury, Inc.
 - 4. Watts Regulator
 - 5. Worcester Controls

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Backflow preventers shall be installed in potable water lines where required by applicable codes or regulations, wherever there is any danger of contamination, and where indicated.
- B. Valves shall be installed in accordance with the manufacturer's printed recommendations, and with Section 43 30 52 - Miscellaneous Valves.
- C. Backflow preventers, as well as air and vacuum release valves, shall have piped outlets to the nearest acceptable drain, firmly-supported, and installed in such a way as to avoid splashing and wetting of floors and obstruction of traffic.

END OF SECTION

Attachment C
Form of Sample Construction Contract

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made this _____ day of _____, 2023 (the “Effective Date”) by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the “Town”), and **[INSERT CONTRACTOR’S NAME]**, a **[INSERT TYPE OF ENTITY]** (the “Contractor”).

WHEREAS, the Town issued Invitation to Bid No. 2023-**XX** (the “ITB”) for construction of **[INSERT DESCRIPTION]** at **[LOCATION]** (the “Project”), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, in response to the Town’s ITB, the Contractor submitted a bid for the Project (“Bid”), which Bid is incorporated herein by reference and made a part hereof, and includes the Price Submittal (“Pricing”) attached hereto as Exhibit “A”; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the ITB and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the Town that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the “Work” or the “Project”) including, without limitation as described in the approved plans, drawings and/or specifications prepared by **[insert name of consultant]** dated **[insert date]** (the “Plans”) and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

[INSERT NAME OF PROJECT]

1.2. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Town, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

1.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Town as applicable. This initial schedule shall establish the baseline schedule for the Project.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the Town. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

1.4.1.5. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

1.4.1.9. Specifications and Addenda: Legibly mark each section to record:

1.4.1.9.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

1.4.1.9.2. Changes made by Project Consultant's written instructions or by Change Order.

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital I (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly

identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Town.

1.5.2. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

1.5.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Town as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

1.5.4. No parking is permitted at a Town provided staging site without the prior written approval of the Town.

1.6. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Town.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the Town Manager, which approval may be granted or withheld in the Town Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the Town Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Town as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of

a Notice to Proceed providing a commencement date and issued by the Town Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within [INSERT SUBSTANTIAL COMPLETION TIME]** calendar days from the date specified in the Notice to Proceed (“Contract Time”). Substantial Completion shall be defined for this purpose as the date on which Town receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within [INSERT FINAL COMPLETION TIME] calendar days from the date specified in the Notice to Proceed (“Final Completion Time”).** The Final Completion date is defined as the date determined by the Town when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Town all documentation required herein.

2.3. Upon failure of Contractor to substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to Town the sum of **[INSERT SUBSTANTIAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Town the sum of **[INSERT FINAL COMPLETION LIQUIDATED DAMAGES]** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Town for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Town as a consequence of Contractor’s delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4. Town is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Town by Contractor exceeds monies due Contractor from Town, Contractor shall be liable and shall immediately upon demand by Town pay to Town the amount of said excess.

3. CONTRACT PRICE AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The Town shall pay the Contractor an amount not to exceed \$ _____ for the performance of the Work in accordance with the line items and unit prices included in Exhibit “A” (the “Contract Price”). The Contract Price shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Town as applicable may require further breakdown after review of the Contractor's submittal. The Town reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the Town Manager.

3.3. Payment Application Procedures. Town shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Town shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month to the Town's Consultant, **[INSERT PROJECT CONSULTANT]** (the "Town's Project Consultant"). Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Town or Town's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Town shall determine or Town may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Town until final completion and acceptance of the Work by Town. In the event there is a dispute between Contractor and Town concerning a Pay Application, dispute resolution procedures shall be conducted by Town commencing within 45 days of receipt of the disputed Payment Application. The Town shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.4. Progress Payment Applications. Each progress payment application submitted to the Town must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the Town and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the Town;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the Town and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the Town Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Town, and upon receipt of consent by any surety, Town shall pay the remainder of the Contract Price (including Retainage) as recommended by the Town's Project Consultant and Building Official. Final payment is contingent upon receipt by Town from Contractor of:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the Town;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the Town to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The Town may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the Town's Project Consultant, to protect the Town from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the Town, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The Town has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the Town;

3.6.6. The Town has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of Town Rights. The payment of any Application for Payment by the Town, including the final request for payment, does not constitute approval or acceptance by the Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town 's rights hereunder or at law or in equity.

3.8. Payment to Sub-Contractors; Certification of Payment to Subcontractors. The term "subcontractor," as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Town. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Town.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the Town. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the Town and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the Town of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to Town.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the Town and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Town's prior written authorization.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: ARPA Addendum Form, if applicable;

4.4.3. Third Priority: This Base Agreement;

4.4.4. Fourth Priority: Contract Documents, excluding this Base Agreement; and

4.4.5. Fifth Priority: Exhibit A, "Price Submittal Form."

5. INDEMNIFICATION

5.1. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, Contractor's obligations, or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Additionally, the Contractor shall defend, indemnify, and hold the Town harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any other employment related litigation or worker's compensation claims under federal, state, or local law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance.

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each

certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

6.1.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

6.1.2.1. Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Town, prior to performing any portion of the Work the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Town and executed by a surety of

recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing

of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2. No recovery for changed market conditions.

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the "Market Conditions"). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the "Pandemics") and (2) the current military conflict involving Russia and the Ukraine (the "Ukraine Military Conflict"). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The Town shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Paragraph.

7.3. Contractor warrants the following:

7.3.1. Anti-Discrimination. Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.3.2. Anti-Kickback. Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, Town, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including Town building permits. Prior to commencement of the Work, the Contractor shall provide the Town with copies of all required permits. Town building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. Town shall have the authority to reject or disapprove Work which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town or its designee, Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Town may declare Contractor in default.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Town prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Town all material and equipment warranties upon completion of the Work hereunder.

7.4.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Town may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the

Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Town for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the Town for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Town. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the Town upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) Town funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the Town secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the Project pursuant to any borrowing legislation adopted by the Town Commission relative to the Project; and (iii) Town Commission enacts legislation which awards and authorizes the execution of this Contract if such is required.

8.5. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Town. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

9.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Town, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Town may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the Town Code of Ordinances, approved by the Town Commission.

9.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Town reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Town directs the Contractor to proceed on a time and materials basis, the Town shall impose a maximum not-to-exceed amount and the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Town.

9.2. Continuing the Work. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements

concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10. MISCELLANEOUS

10.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town Manager.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Town and shall promptly repair any damage done from any cause.

10.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.

10.3. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

10.4. Waiver of Jury Trial. TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

10.5. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The Town or any of its duly authorized representatives shall, for five (5) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions

related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Town providing for retention and audit of records.

10.7.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

10.7.4. The Town may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Town Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

10.8. Authorized Representative.

10.8.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative (“Authorized Representative”) acceptable to Town to represent and act for Contractor and shall inform Town, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Town informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

10.8.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Town. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Town, Contractor shall replace the unacceptable personnel with personnel acceptable to the Town.

10.9. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Town. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

10.11. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Town shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

10.12. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Town at Contractor's expense.

10.13. Liens. Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Town shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Town shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Town's reasonable attorneys' fees and costs incurred in connection therewith.

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

10.15. Independent Contractor. The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar

administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

10.16. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Contract (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

10.17.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Contract. The Town Manager or her designee shall, during the term of this Contract and for a period of five (5) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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, and following completion of the Contract until the records are transferred to the Town.

10.17.3. Upon request from the Town’s custodian of public records, Contractor shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Town.

10.17.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town’s information technology systems. Once the public records have been delivered upon completion or termination of this

Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.17.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

10.17.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Town.

10.17.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. 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.

Custodian of Records: Sandra McCready, MMC

**Mailing address: 9293 Harding Avenue
Surfside, FL 33154**

Telephone number: 305-861-4863

Email: smccready@townofsurfsidefl.gov

10.18. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/fag/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

10.19. Boycotts. The Contractor is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

11. SPECIAL CONDITIONS

The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

11.1. Unsatisfactory Personnel.

11.1.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

11.1.2. The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

11.2. Hours of Work. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the Town or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Town Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Town.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the Town to protect the public health, safety, and welfare, a Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Town with a proposed MOT plan for review. The Town may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

11.4. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

11.5. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not

waive or mitigate the Contractor’s responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

11.6. Severe Weather Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

11.7. American Rescue Plan Act Contract Conditions. The Contractor acknowledges that the Work may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act (“ARPA”). Towards that end, the Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Contract Conditions.

If the Work will be funded utilizing ARPA funds, the Town shall select this box: .

11.8. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a “Grant”). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant.

Grant Title	Grant Agreement Exhibit
_____	_____
_____	_____
_____	_____
_____	_____

If the Work will be funded utilizing Grant funds, the Town shall select this box: .

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

By: _____
Andrew Hyatt
Town Manager

By: _____

Name: _____

Attest:

Title: _____

Entity:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Addresses for Notice:

Andrew Hyatt
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
hgomez@townofsurfsidefl.gov (email)

_____ (telephone)
_____ (email)

With a copy to:

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

_____ (telephone)
_____ (email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

Attachment D
American Rescue Plan Act Addendum

AMERICAN RESCUE PLAN ACT ADDENDUM TO
[INSERT AGREEMENT NAME]
BETWEEN
TOWN OF SURFSIDE
AND
[INSERT CONTRACTOR NAME]

THIS ARPA ADDENDUM to the **[INSERT AGREEMENT NAME]** (the “ARPA Addendum”) is entered into as of the ___ day of _____, 2022 (the “Effective Date of this Addendum”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the “Town”) and **[INSERT CONTRACTOR NAME]**, a **[TYPE OF ENTITY]** (hereinafter, the “Contractor”). Collectively, the Town and the Contractor are referred to as “Parties.”

WHEREAS, on **[DATE]**, the Town issued **[RFP/ITB/RFQ]** (the “[RFP/ITB/RFQ]”) to provide **[SERVICES]** for the **[PROJECT NAME]** (the “Project”); and

WHEREAS, on **[DATE]**, the Town Commission adopted Resolution No. 2022-~~XX~~, selecting and awarding the Contractor a contract for the Project (the “Agreement”); and

WHEREAS, on March 11, 2021, the federal government adopted the American Rescue Plan Act (“ARPA”), which, among other things, provides local governments with emergency COVID-19 funding; and

WHEREAS, the Town desires to utilize ARPA funding to implement the Project and incorporate the federally required contract provisions relating to ARPA into the Agreement, as set forth in this ARPA Addendum; and

WHEREAS, the Town and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this ARPA Addendum.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Town and Contractor agree as follows: ¹

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **American Rescue Plan Act Provisions.** The Agreement is hereby amended by adding the following provisions to the Agreement:

1.1. Mandated Federal Agreement Conditions.

1.1.1. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Work performed under this Agreement shall be fully or partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the Town pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

(including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, as may be amended from time to time by the U.S. Department of the Treasury, which are incorporated herein and made a part of this Agreement:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable;
- ii. The U.S. Department of the Treasury's Final Rule Governing ARPA, dated January 27, 2022;
- iii. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);
- iv. The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions, dated April 27, 2022;
- v. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement, dated August 24, 2021;
- vi. The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, dated June 17, 2022; and
- vii. Assurances of Compliance with Title VI of the Civil Rights Act of 1964.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the Town Clerk and at the following Town link: [\[INSERT TOWN CLOUD LINK TO ARPA EXHIBITS\]](#).

- viii. *Title VI Requirements*. Contractor acknowledges that the Town has certified or will certify compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement follows the certifications contained in the Assurances of Compliance with Title VI of the Civil Rights Act of 1964 and shall also adhere to the following provisions:

(1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of

the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

1.1.2. Americans with Disabilities Act Requirements. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

1.1.3. Age Discrimination Act of 1975. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

1.1.4. Protections for Whistleblowers.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

- i. A Member of Congress or a representative of a committee of Congress.
- ii. An Inspector General
- iii. The Government Accountability Office.
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- v. An authorized official of the Department of Justice or other law enforcement agency.
- vi. A court or grand jury.

vii.A management official or other employee of the Contractor, subcontractor, the State of Florida, or the Town who has the responsibility to investigate, discover, or address misconduct.

(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

1.1.5. Compliance with Immigration and Nationality Act (INA). Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)].

1.1.6. Seat Belts Required. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

1.1.7. Texting While Driving Ban. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

1.1.8. Publication. Contractor shall obtain approval from the Town in writing prior to issuing any publications in connection with this Agreement. If approved by the Town, the Contractor shall include the following language in any and all publications issued:

“This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to the Town of Surfside, Florida by the U.S. Department of the Treasury.”

1.1.9. Reporting Conflict of Interests. Contractor agrees to disclose in writing to the Town, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

1.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the Final Rule and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

1.2.1. Equal Employment Opportunity Compliance. During the performance of this Agreement, 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:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
 - b. layoff or termination;
 - c. rates of pay or other forms of compensation; and
 - d. 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 or on 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 U.S. 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 U.S. 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 U.S. 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 U.S. 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.

1.2.2. Contract Work Hours and Safety Standards Act Compliance. During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

- (1) ***Overtime requirements.*** No Contractor or subcontractor contracting for any part of the Agreement 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 (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, 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 (1) of this section, in the sum of \$10 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 (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Town shall upon its own action or upon written request of an authorized representative of the U.S. 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 Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same 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 (2) of this section.
- (4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

1.2.3. Clean Air Act Compliance. During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

- (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 Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.4. Federal Water Pollution Control Act Compliance. During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

- (1) 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.
- (2) The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.5. Debarment and Suspension Compliance. During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its 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 the Town. 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 the Town, 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 throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (5) Contractor certifies that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

1.2.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

- (1) No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any monies, other than Funds received by Contractor under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.2.7. Copeland “Anti-Kickback” Act. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland “Anti-Kickback” Act as follows:

- (1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.2.8. Procurement of Recovered Materials. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

1.2.9. Domestic Preferences for Procurements. To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, “Domestic preferences for procurements.”

1.2.10. 2 CFR Subpart F – Audit Requirements. Contractor shall assist the Town in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements (“Federal Audit Provisions”) and the reporting requirements of the U.S.

Department of the Treasury's Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

(1) Contractor shall assist the Town in complying with the Federal Audit Provisions by providing the Town, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work ("Documentation") necessary to complete federal audits. Contractor shall promptly assist the Town in the event Documentation must be supplemented to address audit findings or other federal inquiries.

(2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the Town with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the Town in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

3. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this ARPA Addendum and the terms and provisions of the Agreement, the terms and provisions of this ARPA Addendum shall control.

4. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms.** All initial capitalized terms used in this ARPA Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. **Counterparts.** This ARPA Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this ARPA Addendum shall have the same force and effect as an original hereof.

**[Remainder of page intentionally left blank.
Signature pages follow.]**

IN WITNESS WHEREOF, the parties hereto have caused this ARPA Addendum to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

By: _____
Andrew Hyatt
Town Manager

By: _____

Name: _____

Attest:

Title: _____

Entity: _____

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Addresses for Notice:

Andrew Hyatt
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)