

City of Opa-locka

*Commission Chambers
215 Perviz Avenue
Opa-locka, FL 33054*



REGULAR COMMISSION MEETING Agenda

**Wednesday, April 27, 2022
7:00 PM**

City Commission

**Mayor Veronica J. Williams
Vice Mayor John H. Taylor Jr.
Commissioner Sherelean Bass
Commissioner Chris Davis
Commissioner Audrey Dominguez**

Appointed Officials

**Interim City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

PROCEDURES FOR PUBLIC PARTICIPATION**How to watch the meeting**

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 7:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
“The Great City”

AGENDA
REGULAR COMMISSION MEETING
April 27, 2022
7:00 P.M.

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Special Presentation by Vice Mayor John H. Taylor Jr.

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Special Commission Meeting Minutes – April 5, 2022

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

10. PUBLIC PRESENTATIONS:

1. Florida Department of Transportation
Ref: FDOT Safety Project along NW 135th Street between Cairo Lane and
Sesame Street

2. Ignacio Calderon
Transformational Resource Center
Ref: Community and Vocational Programs

11. CITIZENS' FORUM:
(Opportunity for discussion of any concerns – please limit to 3 minutes)

12. ACTION ITEMS (items from consent agenda pull list):

13. ADMINISTRATION:

CONSENT AGENDA:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PUSH BUTTON INTERSECTIONS IMPROVEMENT, AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. FOR DRAINAGE IMPROVEMENT ALONG NW 133RD STREET FROM NW 42ND AVENUE TO 4400 NW 133RD STREET, WITHIN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-THREE THOUSAND, SEVEN HUNDRED TWO DOLLARS (\$143,702.00); AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET, IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND, THREE HUNDRED SEVENTY DOLLARS (\$14,370.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S EMERGENCY DECISION TO SECURE FLOTECH ENVIRONMENTAL LLC. FOR CCTV INSPECTION AND HEAVY CLEANING OF CITY STORM DRAINAGE SYSTEM ON SHARAZAD BOULEVARD (BETWEEN NW 27TH AVENUE AND AHMAD STREET), IN AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND, THREE HUNDRED FORTY DOLLARS (\$41,340.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING

FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on April 13, 2022). *Sponsored by City Manager*

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 individual appointment (Vice Mayor Taylor)

1 individual appointment (Mayor Williams)

Historic Environmental Preservation Board

1 at-large appointment

Housing Authority and Nuisance Abatement Board

1 individual appointment (Vice Mayor Taylor)

1 individual appointment (Mayor Williams)

Community Relations, Recreation and Activities Board

1 individual appointment (Vice Mayor Taylor)

1 individual appointment (Commissioner Davis)

1 individual appointment (Commissioner Dominguez)

Planning & Zoning Board

2 at-large appointments

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

A. City of Opa-locka Charter Review Board Citizens Input Workshop on **Thursday, May 5, 2022 at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

B. City of Opa-locka Mayor Veronica J. Williams presents the 2nd Annual Women of Many Hats, *a celebration of Mothers that wear many hats in our*

community, **Friday, May 6, 2022** at 6:30 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.

- C. City of Opa-locka Commissioner Audrey Dominguez presents Mom's Night Out, *A Mother's Day Dinner Celebrating our Moms*, **Saturday, May 7, 2022** at 6:00 p.m. Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.
- D. City of Opa-locka After School Program, **August 23, 2021 – June 8, 2022**, Monday – Friday from 1:00 p.m. – 6:00 p.m., Helen Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. We offer homework assistance, tutoring, healthy snacks, school pick-up and recreational activities. Program price: resident \$20.00 weekly – non-resident \$25.00 weekly.
- E. City of Opa-locka Human Resources Department presents "Who wants to work Wednesdays" Open House, **every Wednesday** from 10:00 a.m. – 11:30 a.m., Opa-locka City Hall, 780 Fisherman Street, 1st floor lounge, Opa-locka, Florida. Offering on the spot interviews.

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

APPROVAL OF MINUTES

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
SPECIAL COMMISSION MEETING

April 5, 2022
5:30 P.M.

1. CALL TO ORDER:

Mayor Williams called the meeting to order at 5:38 p.m. on Friday, April 5, 2022 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Sherelean Bass, Commissioner Chris Davis, Commissioner Audrey Dominguez and Mayor Veronica Williams. Vice Mayor John H. Taylor Jr. arrived at 6:04 p.m. Also, in attendance were: Interim City Manager James B. Wright, City Attorney Norris-Weeks and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: (*agenda items only*)

City Clerk Joanna Flores announced the protocol for public participation at City Commission meetings and stated that no one had registered to address the Commission virtually.

Mayor Williams opened the floor for Public Input.

Mr. Leon Grant who resides at 2350 SW 140th Street gave his 3 minutes to Retired Police Chief Cheryl Cason.

Retired Police Chief Cheryl Cason of 781 Curtiss Drive began by stating that Saturday’s Winning with Women event was good considering what they know because she said it is always good to network, fellowship and commune. She said that she was coming before

the Commission to speak on behalf of Interim City Manager Wright. Additionally, she said that she wanted to set the record straight, stating that most know her to speak very well for herself and offering assurances that she has no problems with what she plans to do about anything in her life in the City. Ms. Cason shared that she talked with some of the Residents on Friday night and found out a little more detail on Saturday, and she asserted that she didn't meet with anybody about a recall. She said that she went to the City Clerk's Office about recall information for her edification if she needs to use it. She recalled previously saying that she would get on her golf cart and go door to door and do what she must do, offering additional assurances that she still will. Pointing out that she is grown, having turned 65 on March 18th, she said that she can meet and talk with somebody, pointing out that most have spoken and dealt with each other for many years. She said that for the most part, when the City Commission is discussed, it is done at the polls, and she also said that the same community voices that came together to put the Commission in on the Dais would be the same voices that come together to put them out if need be. Expressing that they are tired of the changes, she said that she has no idea why the meeting was called and informed the Commission that it is talked about all throughout the City. Informing the Commission that she's been listening, she reminded them that she told them she's been watching. Ms. Cason said that she has opened herself up and offered assurances that she is an open book. She also said that if there's anything she needs to do or say, or if there are any questions about anything she wants to do or say, to please feel free to ask her. Stressing that the Commission did not get on the Dais by themselves, she quoted Pastor D.L. Powell of New Shiloh Missionary Baptist Church as saying, everybody used to be or still is, thanking God for allowing U-turns because all of us at some point hit a dead-end street and were able to turn around. Ms. Cason also said that she heard talk about possibly bringing back Mr. Pate, asserting that she prays that's not an issue. Further stating that she knows about all the political ploys that come up, she said that sometimes when we talk, we bring attention to ourselves and tell what we're doing indirectly. She said that the events of the day are going to tell a story about whether real meetings are being held. Pointing out that Mr. Wright hadn't been serving as Interim City Manager for 90 days, she shared her understanding from most of the community that she's seen the City moving in a progressive manner. She also informed the Commission that she has talked to other people in the Law Enforcement Community and others and said that a lot of people have their eyes on Opa-locka. Ms. Cason stated that she can say that Mr. Pate has a lot of investigations going on that are not good, including impersonating a police officer. She went on to say that she was not going to get too much in there but said that he had denied the investigations and they came to fruition. She assured the Commission that they are there for them, lamenting that they are weak and urging them to do better, continuing to give Mr. Wright a chance. Praying that he gets the chance, she said that he has a lot of people behind him and said that they were behind him as well. Stressing that they want the right thing, Ms. Cason said that she prays the Commission comes together. Additionally, she reported that

the sign at the Chen Medical Building says welcome Miami Gardens patients, expressing that she got kind of upset about it because this is Opa-locka, not Miami Gardens and they need to represent who they are. She then said that she happened to go to the Miami Gardens facility and because the Park Center Road facility is closed until about December, they're moving temporarily to that office, and she found out when she called that they were welcoming the Miami Gardens patients. Recalling that Mayor Williams had talked about the meetings that are being held behind the scenes, she assured the Commission that they know, and they would be surprised who else knows it. Ms. Cason concluded by further encouraging the Commission to pay attention because people are watching, adding that they should be careful who they are talking to, and stressing for them to do what's right.

Ms. Gail Miller of 14235 NW 22nd Place stated that the Commission was acting like they are in kindergarten, asking what kind of Commissioners they were if they were going to bring back Mr. Pate if he dropped his lawsuit against the City. Ms. Miller said that 2 of the Members of the Commission don't even live in the City, but said she is not going to even go that way because they know who she is talking to. She also said that at Saturday's Winning With Women event, Commissioner Dominguez was left out, and they didn't even recognize her. Ms. Miller went on with her observation that they sat up there and talked about what God did, but she said they were now acting like the devil. Adding that she was praying that the Commission keeps Mr. Wright here and don't bring Mr. Pate back after firing him because they said he was off more than he was at work. Ms. Miller joined Retired Police Chief Cheryl Cason in urging the Commission to be careful who they are talking to because they don't know who they're talking to and are talking about their business, alleging that they're violating the sunshine law. She said they need to get the book from the City Clerk and read it because she believes that every one of them is going to go to jail for violating the sunshine law.

Commissioner Bass asserted that the devil is a liar and it's not going to happen.

Ms. Natasha Ervin who resides at 670 Dunad Avenue said that she too has no idea how they wound up here today. Ms. Ervin shared that she sent a text message to one of the Commissioners to find out how they got here, and she said that she felt like he had his panties in a bunch, but she said that now she sees why he had his panties in a bunch. She shared that she goes by City Hall every day just to see if Mr. Wright's car is in the parking spot designated for him and despite her acknowledging that she is the one going late to work, he's there every day and she said she hasn't heard 1 regular employee complain about him. Ms. Ervin said that the employees that were in the paid click complain because they must come to work and do what the City is paying them for, so she said that she can understand that. Sharing that she also prayed, tossing and turning with what she was going to say, Ms. Ervin said that she decided to tell them a story about her daughter's 6th grade teacher Ms. Hicks at Opa-locka Elementary. She shared that from the beginning of the

semester for the first 18 weeks, her daughter and the teacher were like oil and water, but she told them they had to work it out because they weren't going to drive her crazy with it. Ms. Ervin went on to say that to her surprise, they found their happy medium and Ms. Hicks invited her daughter to dance at her retirement party because she said that was enough for her. She said that it takes a while to get to learn people and she doesn't think they've given themselves enough time to learn Mr. Wright and see where he's coming from. Asking that Mr. Wright be given a chance to prove himself, she said that she hoped to call him tomorrow and say congratulations, urging him to do what he needs to do.

Ms. Christina Banks introduced herself as a former employee of the City of Opa-locka, recalling having worked in the City Manager's Office when she started in the City and said that she worked under 7 different Managers and umpteen Commissioners. Ms. Banks stated she was coming before the Commission as a taxpayer in the City and said it doesn't make any sense to see the City right back where it started. She asked how the Commission knows what Mr. Wright can do unless they give him an opportunity to do it, adding that it is the same way they do the employees and she said that at some point it must stop. Reminding the Commission that they all represent the Community, she said that they shouldn't think people aren't watching them and that these things will be remembered when they get ready to run again, adding that she believes they're going to have to connive to get where they want to get again. Lamenting that taxes are sky high and stating that she feels they have nothing to show for it in the City of Opa-locka, Ms. Banks said they need the Commission to do the right thing because they're talking about tax paying dollars. She reminded the Commission that they're there to legislate and bring these things in so they have a community that is conducive to the generations that are coming, warning that they will be held accountable for this. She went on to say that they may not be held accountable here, but if there is something greater than this, they're going to be held accountable when they stand before Him and must tell Him why they made their bad decisions. Ms. Banks then said that she wouldn't go into some of the things that she wanted to bring up because it's not necessary because they all know it already. Pointing out that she never comes up to approach the Commission because she said that she respects them all, she asked that the Commission give the people in the Community respect too. Stressing that not all of them are crazy, she offered assurances that some of them have good sense and are paying close attention to what the Commission is doing. Expressing that she feels they are slapping residents in the face, she urged the Commission to come together to do the right thing, saying that it doesn't take much, and encouraging them to rethink what they want to do simply because of what they feel unless they have something to hide. She continued, stating that if they don't have anything to hide, then they're going to do the right thing because some of them went out and voted for all of them on the dais. Ms. Banks recalled that it was said they would make change happen, but she said that they were doing the same thing the old ones did. She also shared her recollection that she heard them saying they don't want old ones doing anything but said that it appears they need some wisdom from

some old people because they're doing the crazy stuff. Recognizing that they're all educated, she once again urged them to make the right decisions. She added that there are things going on undercover which she said is getting back to the public, stating that they know everything they do and the whole community talks about it. Ms. Banks concluded by stating that when the Members of the Commission walk onto the dais, that they represent them and once again urged them to do the right thing.

Ms. Chris Roberts who resides at 640 Dunad Avenue stated that she has concerns about the meeting to fire the Interim City Manager while she said that the Police Department is under fire because everybody's quitting because they're not getting salaries. Ms. Roberts also said that the City Clerk hasn't gotten a raise, her time or anything while they're fighting over having the old City Manager come here. Offering assurances that she comes directly to everybody with the problems and issues she has, adding that she doesn't throw rocks or play games with people because it is not who she is as an individual. Continuing to address the proposal to bring Mr. Pate back to the City, Ms. Roberts asked about the other 20 people that Mr. Pate fired and are fighting to get their jobs back but haven't come back despite having won their lawsuit, adding that nobody says nothing about it. She also expressed her opinion that the buddy system stinks, saying that you can smell it today, tomorrow and the next day. Addressing the talk about respect, she said that respect is due to a dog. Ms. Roberts also said that they have Officers standing around because they don't even have a Police Benevolent Association contract because they keep changing City Managers. Adding that the basic salary for an Officer being \$37,000, she said that they might as well work at Burger King while she said that they were fighting for a new car for the old City Manager and to get him transported back from Chicago in addition to him wanting more salary, she asked when it will stop. Ms. Roberts assured the Commission that everything she says to the dais, she says to everybody that she talks to, and that she doesn't have favorites or do favors because it is not who she is, adding that she doesn't look for favors because she said that when you look for favors, you have problems. She also said that the only reason the Commissioner wants Mr. Pate back is because of the deals that have been made, and that the writing is on the wall. Offering assurances that it is not personal for her, she said it is business. Stating that it is a sad day in Opa-locka, noting that they are going through the same cycle they've been going through for the last 20 years. Ms. Roberts concluded by saying that everybody knows that this is personal, and if the Commissioner is fighting for him, he's not fighting for the Employees that were here and lost houses, can't make their rent or mortgage, can't take care of their children and have lost everything, but coincidentally the frat brother needs his job back.

Ms. Dorothy Johnson who resides at 13724 NW 22nd Place stated that she has never been, nor will she ever be disrespectful to anyone on the dais. Describing herself as an influencer in the Community, she said that she is thankful because she's very honest. She noted that only one of the Members of the Commission had a chance to be on the dais and come back

into the Community, but she said when you come into the Community, you see things differently. Ms. Johnson informed the Commission that she knows of one that moved back because of the boots on the ground and said that they got pictures when they moved out. Sharing that her grandmother was a very good influence in her life, Ms. Johnson recommended being careful with the rock that is thrown. Ms. Johnson also said that she was the first tenant at the Aswan Village Apartment Complex, which she acknowledged is now the Mary Brown Apartments, and she said that she would attest with her hand on the Bible that the City is in one of the best conditions she's seen since 1975. Recalling having heard someone say that morale was bad, she informed the Commission that when she went to pay for her public records request, which she said she was financially stable enough to pay for, she had Employees thanking her for speaking out on their contract which has been attempted to get done and Mr. Wright got done. Ms. Johnson stated that she thinks if the Commission allows the City Manager to be the Chief Executive Officer according to the City Charter, they will have a better outcome. She strongly suggested that they not be concerned with a lawsuit, reminding the Commission that she filed 3 lawsuits and won all 3, adding that she wished they would have let her represent herself just because of the knowledge, skills and ability she has. Ms. Johnson also said that she learned when she was pregnant with her baby for 8 weeks, she was able to know that she was pregnant, but it took 9 months for her to bring that big baby into the world, pointing out that whatever you want done is going to take time. She lamented that the City was really in a mess, pointing out that she supported the previous Manager and she said that she met with him to share ideas as much as she could. Ms. Johnson said that she has not yet met with Mr. Wright because she thinks that his experience, ability and knowledge through the Commission's guidance, can get the job done. She said that she's heard of some favors that are going on and doesn't like it but stated she won't put it on record because she is her brother's and sister's keeper. Reasserting her warning to be careful because the rock is coming right back at them, she added that she wasn't talking to any individuals and the Members of the Commission didn't have to nod their head at her because she isn't scared, adding that she is from 18th Avenue and there is no scared blood in her. Ms. Johnson concluded by stating that she was a headhunter and God forgave her.

Mr. Gary Johnson who resides at 13235 Alexandria Drive stated that Ms. Dottie Johnson is a tough act to follow but he was going to do the best he can. Stating that he had quite a few questions that he wasn't sure if the Commission would be able to address, he asked how long Sesame Street would be closed.

Mayor Williams informed Mr. Gary Johnson that because the meeting was a Special Commission Meeting, public input can only address what's on the Agenda and recommended that he can come back next week if he has specific questions.

Mr. Gary Johnson continued informing the Commission that he also came to thank the City Manager. Mr. Johnson said he thinks he mentioned at the last meeting that Management had left and one of the buildings had no lights due to an overload, and that somebody told the Residents they would have to wait the whole entire day to get their lights the next day, which he said was inappropriate. He reported that they kept calling around and finally got City Manager Wright, who he said was able to make some phone calls and got some lights in the buildings back on, which he said they were truly thankful for. Mr. Johnson also gave thanks for the Police Department, to whom he'd like to give thanks because he said they finally see eye to eye, seeing their presence at Glorieta Gardens Apartments at 1:00 and 2:00 in the morning. He shared that his son had a little altercation with the Police Department because they flashed the light in his car, and he flashed the light back out of his car at them, which he told his son was inappropriate. Acknowledging that they can see they are making a difference, he said that he would like to thank the City Manager and Police Department and noted that there were at least some thanks for the City of Opa-locka.

Mr. Demarcus Haynes stated that he feels like the Commission should give Mr. Wright his rightful chance, sharing that he and his grandmother had a conversation about it earlier and he gave his time to her.

Retired Police Chief Cheryl Cason addressed the Commission again and said that Mr. Demarcus Haynes was her oldest grandson of quite a few, having graduated from USC and living in Opa-locka. Ms. Cason said that her grandson is looking at the Commission because he's interested in doing some of this stuff, and encouraged them to look him up, sharing that he opened for Rick Ross. She also said that she told her grandson he could come up and speak for Mr. Wright because he recalls him from the time when he came to the Police Department, and she worked there under his direction. Ms. Cason continued to urge the Commission to do what's right, recalling that Mayor Williams had said to give Mr. Pate a chance because he didn't have one. She expressed her confidence that she knew they were all going to what's right and said they must get it together because they have the young people watching and mimicking them. Ms. Cason shared that her grandson noted that Mr. Wright had just gotten here. She also informed the Commission that people are talking about programs, and she is not even going to deal with the Police Department because she knows it encompasses a lot and expressed her confidence that he is going to deal with that as the former Chief. Reminding the Commission that everything wasn't built in a day, she concluded by once again reminding them to do the right thing and that when they go right, they can't go wrong while cautioning them to be careful who they go with because you get what you ask for.

There being no additional members of the public to address the Commission, Mayor Williams closed Public Input.

6. RESOLUTION:

- a) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TERMINATING INTERIM CITY MANAGER JAMES B. WRIGHT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Davis*

The above resolution was read by City Attorney Norris-Weeks.

It was moved by Commissioner Bass, seconded by Commissioner Davis to discuss Agenda Item 6-a.

Commissioner Davis read the following statement into the record:

The reason I chose to bring this legislation forward is due to the recent challenges this Commission has faced with the current City Manager around issues of transparency, responsiveness and accountability. In our local government as public officials, we are duly elected by the Citizens of this Community and when we took the oath of public office, we agreed to uphold the Charter, carrying out its duties and responsibilities in addition to the Charter oath that we all took. When we were elected or appointed, we also made a promise to our Residents that we will uphold a culture of accountability and transparency while holding this government accountable for its actions. The recent decisions carried out by the current City Manager has made it extremely difficult to achieve our goals, as he has made it harder at times for this Commission to exercise its rights and responsibilities through the powers that have been entrusted to us as a Board. Limiting power in a system of checks and balances isn't good for anyone and I'm extremely concerned about the current limiting of the Commission's Chartered powers of promoting and passing legislation. For the last three Commission Meetings we have had minimal amounts to no legislation, i.e., resolutions and ordinances being presented, which seriously affects our ability as elected officials to be responsive and accountable to the needs of our Residents and Staff. In addition, too little to no legislation being pushed, the deliberate unresponsiveness and not following up on directives given at Commission Meetings and private meetings is concerning. The Commission gave several directives including holding an ARPA funding capital projects infrastructure and debt workshop to discuss the \$7 million allocation from the federal government, and to come up with a spending plan to address our infrastructure needs as soon as possible. A hard date for this workshop still not has not been set and proffered to the Commission, as we were originally given the timeline of March and now, according to an email sent to us through the Manager's Office, the deadline is slated for December 31, 2024. I want to make it clear I don't

agree with the overspending that has been taking place. The administrative decision to exceed the budget on various line items for events and new programs in my opinion is a misuse of the \$25,000 threshold provided by the Charter to the Manager. The last budget amendment had numerous changes between first and second reading and it was the Manager's decision to not have this item presented in a public meeting to our Board and Citizens. In addition to limiting the Commission's powers, there are also many questions that pertain to the day-to-day hiring, firing and personnel decisions which is an administrative responsibility that falls under the Manager's purview, however as members of the Commission, we can ask questions and inquire about these sorts of day-to-day actions that have not taken place. A member of the Commission even sought to sponsor legislation to re-establish our City Civil Service Board to offer proper due process for personnel matters involving staff. The manager says he is comprehensively evaluating City Departments before administrative decisions are made relative to firing and personnel changes but also states that there hasn't been enough time to evaluate the Building Department to determine if it should be outsourced, given the challenges we faced. The State Attorney's Office prosecuted a former Staff Member for grand theft and the amount of over \$300,000. It appears as if we have time to evaluate Employees and not our Departments, especially the ones that have the City and consent decrees and sanctions by DERM, which handicaps our ability to develop and grow as a Community. I'm extremely concerned with these challenges, specifically not answering formal inquiries made by the Commission in a timely manner regarding arbitrary Management decisions being made in our government, providing feedback on procured items in a timely fashion. Procurement processes aren't clear and transparent under this new administration. Future agenda items have been passed by motions of the Commission unanimously and are not being presented as legislation at our regularly scheduled Commission Meeting. For us as a Board to effectively and efficiently govern the City from a policy perspective, we must protect and preserve the policy making powers that are granted to us as duly elected officials of this Community by our City's Charter. The current leadership that's in place has not promoted this idea, which in my opinion is a threat to the Democratic process and the checks and balances that have been created to ensure that power is not abused in our system of government. Our Residents are depending on us to do better and to do the right thing and I will ensure if it's within my power to do so that the Residents will get what they truly deserve, a responsive, transparent government that's accountable to its people.

Mayor Williams read the following statement into the record:

As Mayor of the great City of Opa-locka, I made a commitment to uphold its Charter and to always make decisions that are in the best interest of its residents,

and yes, I am and have always been one. Sometimes those decisions are hard, misunderstood and may not be popular, however it is my responsibility to make them. Making tough decisions is what real leaders do. Our City Manager must not only uphold our Charter, but as our senior level executive, he must adhere to the morals and ethics and principles that we as a Commission and we as Residents of this City expect. Here our current Manager has failed in just 2 months. Under this City Manager, we have seen a record number of resignations and terminations of senior level and key Staff. This is a whole new low in the history of the City and is a crushing weight on the morale and productivity of the Staff remaining. If one Manager could wreak such havoc in 2 months, I shudder to think what could happen if left to remain for 2 more. As the Mayor and the Members of this Commission, our Charter authorizes us to make inquiries of the City Manager regarding issues that impact our City. Concerned about the inability of the Residents and businesses to navigate our Departments lacking leadership, I reached out to the City Manager. During that meeting, I was appalled as a leader. I could not believe what was stated to me. I was told by the City Manager, and I quote, "According to our Charter, I don't have to tell you anything." In this same meeting, he repeated to me, "Let's just say what this is, I'm not your pick. I'm not your manager." Shocked, I could not believe that our City Manager was speaking to me in this tone that was unprofessional, disrespectful and rude. Although I found the City Manager's response rude and unprofessional, the more important issue is that he was wrong under the law. For a City Manager to disrespect a Commissioner at that level, I was astonished. I clearly ended the meeting because I could tell he was very upset. I said to him, "we're done." He stood up and said, "do you want your door open or closed." For a City Manager to mistake and violate the basics of our Charter is not a scenario that this Commission should tolerate so clearly. I know my male counterparts that sat in this seat would have never been spoken to in that manner. Finally, the halt of movement with our Capital Improvement Projects and Community Development is insufferable. Leaders in these areas have been terminated or pushed out with no clear plan, which is what I asked for, how to move this city forward. The result is a standstill that we see now. The city of Opa-locka has received millions of dollars in funding to move projects forward. These projects will bring jobs, health and wellness services and a better quality of life to our residents for our City and for our Residents. This Commission must demand a City Manager who is willing to move timely on important projects. Yes, this is a tough decision that I wrestled with, but never in my professional career as a leader, has anyone spoken to me in that manner. True leaders do not shy away from tough decisions. For the reasons I have shared and for the betterment of our City and Residents, this is a decision that I must make, so that is why I shall vote to terminate

our City Manager under the willful disregard of a direct order, demand and the policy of Commission Conduct unbecoming of a City Manager.

Vice Mayor Taylor stated that he does not believe this is the time to make such a move. The Vice Mayor said that though he has not always agreed with the moves made by the current City Manager, he lamented that he was being blamed for stuff that was not done on his watch. He went on to point out that the American Rescue Plan Act money was received last year, and the Capital Improvement Projects were started last year under another City Manager, but Mr. Wright is being blamed after only being the Manager for 2 months. Vice Mayor Taylor said that the Commission talks about transparency and change but said that they're not willing to do it because they're going right back to where they just left from. He also said that everything they've said on the dais could have been said last year when they had issues, but he lamented that nobody said a word. The Vice Mayor said like his colleagues, he would like to see a plan and why the City is moving the way it is moving, but he is not going to give up on a person after just 2 months. He noted that his colleagues were talking about accountability and asked who is going to hold the Commission accountable because they do a lot of things that other people don't agree with either. The Vice Mayor concluded by reiterating that it had just been 2 months.

Mayor Williams stated that Mr. Pate never disrespected her.

Vice Mayor Taylor stated that Mr. Pate did disrespect Mayor Williams. The Vice Mayor went on to say that the Mayor's meeting with Interim City Manager Wright was in private, but Mr. Pate disrespected her and the former Mayor in public and she never said a word.

Mayor Williams asked Vice Mayor Taylor if he was there at her meeting with Interim City Manager Wright.

Vice Mayor Taylor stated that he was just going by what Mayor Williams just said that Mr. Pate had never disrespected her.

Commissioner Bass stated that when the City Manager came in a couple of months ago, she did not support him then and she was not going to support him now for one reason, which she said was that she is true to herself and to her beliefs. The Commissioner also stated that those who think that her political career is in their control are sadly mistaken, because she said it is in the hands of the Almighty God.

Commissioner Dominguez stated that she would like to say something and went on to say that she has known this City Manager for 2 months. The Commissioner acknowledged that she didn't know who she was voting for the night that she voted

for him, but she took that chance with him. She stated that she doesn't have just cause for termination for him right now. The Commissioner shared that if she gets a call from a Resident on a Friday or Saturday night, she calls Mr. Wright and he answers her call with an immediate response either via text or email, so she is not understanding why they are there. Pointing out that they already know about the previous City Manager, she stated that they take 2 steps forward and 4 backwards and said she doesn't get it and is lost for words. The Commissioner asserted that they need to do what is best for the Residents in the City, not what the Commission wants because it is not about them, reminding her colleagues that come next year, none of them might be on the dais. Despite her not seeing why they are doing this; Commissioner Dominguez said the writing is on the wall and she already sees what's going on.

There being no additional discussion, the resolution proposed in Agenda Item 6-a passed by a 3-2 vote.

Commissioner Davis	Yes
Commissioner Dominguez	No
Vice Mayor Taylor	No
Commissioner Bass	Yes
Mayor Williams	Yes

b) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING JOHN E. PATE AS THE INTERIM CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Davis*

The above resolution was read by City Attorney Norris-Weeks.

Commissioner Davis stated that the resolution proposed in Agenda Item 6-b appoints Mr. Pate as Interim City Manager. The Commissioner said that he has had conversations with Mr. Pate, and he said he included his name because he was always his choice for City Manager. He stated that if anyone else has any other potential appointees, those were welcome. The Commissioner also stated for the record that he has been one of Mr. Pate's biggest supporters, recalling that he and Commissioner Bass participated in the national search to bring him from Chicago because he wasn't tied to anyone in the city and wasn't a pushover, so he wouldn't fall victim to the many pressures that exist in the South Florida Community and in the City. Despite always being his first choice, Commissioner Davis acknowledged the challenges throughout the years with his management and how the Commission

priorities were communicated. The Commissioner concluded by reiterating that Mr. Pate is his first choice, which is why he's included in the legislation.

It was moved by Commissioner Davis, seconded by Commissioner Bass to end discussion on Agenda Item 6-b.

There being no discussion, the resolution proposed by Agenda Item 6-b failed by a 4-1 vote.

Commissioner Dominguez	No
Vice Mayor Taylor	No
Commissioner Bass	No
Commissioner Davis	Yes
Mayor Williams	No

Commissioner Davis proposed appointing Newall Daughtrey as Interim City Manager.

Mayor Williams proposed appointing Darvin Williams as Interim City Manager.

City Attorney Norris-Weeks stated that it looked as though there was no second for either of the names that were proposed to be appointed as Interim City Manager. The City Attorney said that one of the things they can do under the Charter is appoint a person who is a Staff Member, as the Acting City Manager, which she said the City Charter calls for.

Commissioner Bass stated that she was a little bit lost.

Commissioner Davis stated that for any of the nominations for Interim City Manager to go forth, a motion would be needed followed by a second.

City Attorney Norris-Weeks stated that Commissioner Davis was right, and she said that because neither of the names received a second after being proposed for appointment as Interim City Manager, those motions failed. The City Attorney said she thought that the Mayor was asking what she can do next, and she re-stated that the Commission could, if it wanted to, appoint someone as an Acting City Manager who is a current Staff person, which she said is provided for in the City Charter.

Mayor Williams stated that the Commission was putting forth names that they were proposing to be appointed as Interim City Manager.

City Attorney Norris-Weeks noted that there was no second for either one of the names that the Commission proposed to be appointed as Interim City Manager.

Mayor Williams pointed out that she hadn't called for a second yet on the names that the Commission proposed to be appointed as Interim City Manager.

City Attorney Norris-Weeks informed the Commission that normally the Mayor doesn't have to call for a second under Robert's Rules of Order, and she said it's just automatic, adding that somebody can just say second and that would be proper. The City Attorney further explained that when there was a space, it was thought by her and Commissioner Davis that there wasn't a second. She informed the Commission that if either one of the names that were proposed to be appointed as Interim City Manager, could get a second, the motion could survive.

Commissioner Davis stated that he obviously hasn't had a chance to speak with anyone except for Mr. Newall Daughtrey prior to the appointment, and he asked if anyone had a conversation with Mr. Davin Williams about being open to accepting the position of Interim City Manager.

Commissioner Bass confirmed that she has spoken with Darvin Williams about being open to accepting the Commission's appointment as Interim City Manager.

It was moved by Mayor Williams, seconded by Commissioner Bass to appoint Darvin Williams as Interim City Manager.

There being no additional discussion, the motion by a 5-0 vote.

Commissioner Bass	Yes
Commissioner Davis	Yes
Commissioner Dominguez	Yes
Vice Mayor Taylor	Yes
Mayor Williams	Yes

7. ADJOURNMENT:

There being no further business to come before the City Commission, Mayor Williams adjourned the meeting at 6:38 p.m.

Veronica Williams
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CONSENT AGENDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI DADE COUNTY CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR PUSH BUTTON INTERSECTIONS IMPROVEMENT, AND ENTER INTO AN AGREEMENT WITH H&R PAVING, INC. FOR DRAINAGE IMPROVEMENT ALONG NW 133RD STREET FROM NW 42ND AVENUE TO 4400 NW 133RD, WITHIN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY THREE THOUSAND, SEVEN HUNDRED TWO DOLLARS (\$143,702.00); AUTHORIZING A TEN PERCENT (10%) PROJECT CONTINGENCY BUDGET, IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND, THREE HUNDRED SEVENTY DOLLARS (\$14,370.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in an effort to mitigate flooding in the City of Opa-Locka ("City"), the City Manager has identified drainage work to assist in that end; and

WHEREAS, the proposed work, which is located on NW 133rd Street, consists of six (6) catch basins and three hundred (300) feet of a French drainage system. The drainage system will be installed between NW 42nd Avenue and 4400 NW 133rd Street, including temporary pavement repair to those sections where French drains will be installed. The street will be milled and resurfaced later as a follow-up phase under the Milling & Resurfacing Project; and

WHEREAS, Miami-Dade County previously awarded a contract to H&R Paving Inc., attached as Exhibit "A", pursuant to its Request for Qualifications (RFQ) No. 20190236 for Push Button Intersections Improvement for a one-and-a-half-year period commencing March 30, 2020 through September 21, 2021. The contract was subsequently renewed for an additional nine (9) months, set to expire on June 18, 2022; and

WHEREAS, pursuant to Section 2-318(3) of the City's Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City

Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City received a proposal from H&R Paving, Inc., attached hereto as Exhibit "B", for One Hundred Forty-Three Thousand, Seven Hundred Two Dollars (\$143,702.00) for drainage improvement along NW 133rd Street from NW 42nd Avenue to 4400 NW 133rd, within the City; and

WHEREAS, additionally, Staff recommends the establishment of a ten percent (10%) contingency budget of Fourteen Thousand, Three Hundred Seventy Dollars (\$14,370.00) to address small issues which might arise in the completion of the project.

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the Miami-Dade County contract with H&R Paving Inc., attached hereto as Exhibit "A", in order to benefit from already negotiated rates and enter into an agreement, attached hereto as Exhibit "C, for drainage improvement along NW 133rd Street from NW 42nd Avenue to 4400 NW 133rd, within the City, in an amount not to exceed One Hundred Forty-Three Thousand, Seven Hundred Two Dollars (\$143,702.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback on the Miami-Dade County contract with H&R Paving Inc. for qualified professional services for Push Button Intersections Improvement and enter into an Agreement with H&R Paving, Inc., attached hereto as Exhibit "C for drainage improvement along NW 133rd Street from NW 42nd Avenue to 4400 NW 133rd, within the City, in an amount not to exceed One Hundred Forty-Three Thousand, Seven Hundred Two Dollars (\$143,702.00); further authorizing a ten percent (10%) Project Contingency Budget, in an amount not to exceed Fourteen Thousand, Three Hundred Seventy Dollars (\$14,370.00).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, following review by the City Attorney, without the need for public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this _____ day of _____, 2022.

Veronica Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dominguez	(Yes) _____	(No) _____
Commissioner Bass	(Yes) _____	(No) _____
Commissioner Davis	(Yes) _____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____



**City of Opa-locka
Agenda Cover Memo**

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	04/27/2022		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
	X				X		X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

**NW 133rd Street – Drainage Improvement
Project No. 2022-09-011**

Staff Summary:

A resolution from the City Commission of the City of Opa-locka, Florida to authorize the City Manager to accept a proposal from H&R Paving, Inc. to install a French Drain System along NW 133rd Street to mitigate flooding events on this street.

The proposed work on NW 133rd Street consists of six (6) catch basins and three hundred (300) feet of a French drainage system. The drainage system will be installed between NW 42nd Avenue and 4400 NW 133rd Street, including temporary pavement repair to those sections where French drains will be installed. The street will be milled and resurfaced later as a follow-up phase under the Milling & Resurfacing Project.

H&R Paving, Inc. has an existing contract with Miami-Dade County in response to RPQ # 20190236 for "Push Button Intersection Improvement South" that fits the scope of this project for piggybacking purposes.

Financial Impact

This project budget is included in Budget Amendment #3. In addition to the proposed contract amount of \$143,702, it is recommended that a 10% contingency (\$14,370) be established to be available for small change orders which may occur. The funding for this project will be provided by available funding in the People's Transportation Plan Fund (\$22,445), General Fund Available Fund Balance (\$29,585) and Stormwater Available Fund Balance (\$106,042).

Account	Description	Available	Project	Remaining Balance
87-541828	NW 133 St (Drainage)	\$106,042	\$106,042	—
47-541828	NW 133 St (Road)	\$22,445	\$22,445	—
44-541828	NW 133 St (Road)	\$29,585	\$29,585	—
Total Project		\$158,072	\$158,072	—

Proposed Action:

Staff recommends the City Commission authorize the City Manager to enter into an agreement with the H&R Paving, Inc. for drainage improvement along NW 133rd Street from NW 42nd Avenue to 4400 NW 133rd for \$143,702 and further authorize establishment of a contingency of \$14,370 for small change orders which may arise.

Attachment:

1. Agenda
2. Proposal provided by H&R Paving, Inc.
3. Street Map
4. MDC NTP Letter and BID form Package in response to the RFQ No. 20190236
5. Opa-locka Piggyback Contract.

DRAINAGE IMPROVEMENTS

NW 133rd Street



Install 100' of 24" FD (typ.)

NW 133rd St.

NW 43rd Ave.

NW 42nd Ave.



Legend

-  Catch Basin (6)
-  Manhole (3)
-  Cross Drainpipe
-  French Drain (300 ft.)
-  Drainage Basin / Paving Limits

Existing Catch Basins (1,2,5 & 6) to be Replaced

1955 N.W. 110 Ave., Miami, FL 33172
 Telephone: (305) 261-3005
 Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	
DATE:	1-7-22

LICENSED AND INSURED

TO	CITY OF OPA LOCKA 780 FISHERMAN ST OPA- LOCKA, FLORIDA 33054	JOB	NW 133rd St Drainage Improvements RFQ: 20190236 - Miami Dade County
CONTACT		PHONE	

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

Item #	Description	Quantity	Unit	Unit Price	Contract Amount
425-1-541	Inlet Type D	6.00	EA	\$ 3,500.00	\$ 21,000.00
425-1-907	Pollution Ratardant Baffle	6.00	EA	\$ 400.00	\$ 2,400.00
425-2-41	Manhole P-7	3.00	EA	\$ 5,250.00	\$ 15,750.00
430-171-125	Pipe Culvert 18" Dia.	72.00	LF	\$ 66.00	\$ 4,752.00
443-70-4-3	French Drain 24" Dia.	300.00	LF	\$ 175.00	\$ 52,500.00
110-4-1-1	Removal and Disposal of Exist. C/G	100.00	LF	\$ 5.00	\$ 500.00
520-2	Concrete Curb and Gutter	100.00	LF	\$ 18.00	\$ 1,800.00
110-4-10B	Remove Existing Concrete	600.00	SY	\$ 15.00	\$ 9,000.00
120-1	Regular Excavation	975.00	CY	\$ 10.00	\$ 9,750.00
339-1	Miscellaneous Asphalt Pavement	85.00	TN	\$ 250.00	\$ 21,250.00
102-1M	M.O.T.	1.00	LS	\$ 5,000.00	\$ 5,000.00
TOTAL				\$	143,702.00

NOTES:

- Final road milling and resurfacing to be done after this project and the sewer project have been completed.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of Permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of H & R Paving, Inc. (READ REVERSE SIDE)

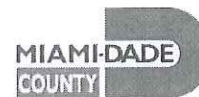
Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, 1/3 when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____ Signature: _____

Date: _____ Signature: _____



May 7, 2020

Raul Gonzalez
H & R Paving, Inc.
1955 N.W. 110th Avenue
Miami, Florida 33172

Department of Transportation and Public Works
Capital Improvements Division
Capital Improvements Division
111 NW 1st Street, 14th Floor
Miami, FL 33128
T 305-375-1918 F 305-375-5909

Re: Notice of Proceed for **MCC 7360 Plan – RPQ No: 20190236**
Push Button Intersections Improvement - South

CERTIFIED MAIL No: 7016 0910 0000 9051 5550
EMAIL: HR@hrpaving.com
TELEPHONE: 305-261-3005

Dear **Raul Gonzalez:**

This letter will serve as your notification that you are to proceed with the work described in **RPQ# 20190236** starting **Monday, March 30th, 2020** and that all work must be completed on schedule in accordance with the contract documents. The time allotted for the contract is **540 consecutive calendar days** which results in a scheduled completion date of **Tuesday, September 21st, 2021**. In the event the project is not completed by the scheduled completion date and a time extension has not been granted, your firm shall be subject to any liquidated and or stipulated damages as defined in the contract documents for this project.

Push Button Intersections Improvements - South

The complete execution of this Notice to Proceed shall constitute a contract for the work described in the RPQ under the Request for Price Quotation (RPQ) under the MCC 7360 Plan. **Failure to properly execute and return this document within ten (10) calendar days of the date of this letter may result in the County rescinding the award to your firm and awarding the subject project to the next lowest responsive and responsible bidder.**

The terms and conditions applicable to this contract are in the 7360 Contract dated 6/1/2003 and the totality of the contract documents (including but not limited to the RPQ including any special provisions contained therein, drawings and specifications, addenda, and any contract modifications or change order, etc.).

This letter will also serve as a reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws, codes and regulations. In accordance the contract procedure, the Miami-Dade County **Purchase Order Release Number** is **PCMT2000062**.

Should you have any question regarding this notification, please contact Joaquin Rabassa at 305-375-4338.

Sincerely,

Joaquin Rabassa, P.E.
Construction Manager 3

To Be Completed by The Contracting Firm

I understand and accept the terms and conditions for the **RPQ # 20190236** referenced above.

Accepted by: Company Name: H & R PAVING INC.
Authorized Representative Name: RAUL GONZALEZ
Authorized Representative Signature: (Signature)
Dated: 5/12/2020

The foregoing was sworn and subscribed before me this 12th day of MAY, 2020 by RAUL GONZALEZ. Who is personally known to me or who produced _____ as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief. **Abe Rodriguez**

My Commission expires: 2022

NOTARY PUBLIC
STATE OF FLORIDA



Commission # **GG160467**
Expires: **January 11, 2022**
Bonded thru **Aaron Notary**

Note: Whoever is signing above is authorized to bind the corporation and must be an officer of the corporation as verified through the Florida Division of Corporations.

Cc: Frank Guyamier, P.E., DTPW
Alfredo Muñoz, P.E., DTPW
Roxana Bayarre, P.E., DTPW

Manuel Garcia, DTPW
Alvaro Castro, DTPW
Alicia Arce, DTPW

Bassam Moubayed, DTPW
Marcia Martin, ISD
Freddy Valero, DTPW

Rene Idarraga, P.E., DTPW

RPQ # 20190236 PCMT2000062



DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

ROUTING SLIP

SLIP NUMBER:

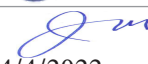
DATE:

3/21/2022

DIVISION:

Capital Improvements

(CIRCULATE IN ORDER)

ROUTING	INITIAL & DATE APPROVED	INITIAL & DATE RETURNED	COMMENTS
1. Alfredo Munoz, Chief Capital Improvements Division, DTPW	AM 3/21/22		
2. Alejandro Barrios, Assistant Director, Construction and Maintenance Division	AB 3/23/22		
3. Frank Guyamier, P.E. Deputy Director, DTPW	FG 3/23/22		
4. Eulois Cleckley, Director and CEO DTPW		03/29/2022	
5. Jimmy Morales, Chief Operation Officer	 4/4/2022		

SUBJECT:

Change Order 1: Time Extension, Project 20190236 Push Button Intersections Improvement- South

NOTES:

FILE:

Briefing requests	Change Order 1: Time Extension, Project 20190236 Push Button Intersections Improvement- South.
	Purpose/statement of the issue: • The purpose of this request is to obtain approval for the attached change order to DTPW's Push Button Intersections Improvement- South project, currently under construction. • This change order extends the contract time by 270 non compensable calendars days to complete the work planned for work orders (WO) numbers 5, 9, 11, 12 and 13. These work orders have been delayed due to permitting and utility issues causing excessive delays beyond the contractor's responsibility at the following locations: • WO# 5 SW 137 Ave from SW 74 Street to SW 79 Street. • WO# 9 SW 117 Ave and SW 104 Street. • WO# 11 SW 152 Ave and SW 184 Street. • WO# 12-SW 117 Ave and SW 152 Street. • WO# 13-SW 147 Ave and SW 67 Lane.
	Background: • The original project scope provided to the contractor included - Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations necessary for Intersection Improvements. - Work includes but is not limited to construction of asphaltic concrete road base and surface; pavement removal; pavement milling; pavement markings; signage; drainage; sidewalks; concrete curb and gutter; and traffic calming devices. Incidental items required for areas such as streetlight, traffic signal installation, etc. may be added to this Contract. • The funding sources for this project is Road Impact Fees (RIF).
	Recommendation: It is recommended that the Director & CEO and the Mayor or Mayor's designee approves this change order.
	Decision needed/ask: To have the Director & CEO execute the change order to later be signed by the Chief Operations Officer.
	Next steps: To be routed to Chief Operations Officer for signature.



Daniella Levine Cava, Mayor

Department of Transportation and Public Works
Capital Improvements Division
111 NW 1 Street, Suite 1410
Miami FL 33128

CHANGE TO RPQ / PURCHASE ORDER MCC 7360 Plan RPQ: 20190236

CHANGE NO: 1 DATE: 9/8/2021 TO CONTRACTOR: H & R Paving Inc.
PROJECT NAME: Push Button Intersections Improvement- South PO RELEASE NO: PCMT2000062
PO RELEASE NO 2:

PROJECT LOCATION: Various locations (See comments Section)

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized: This Change Order increases the contract time by 270 non-compensable calendar days.

Monetary Justification: This Change Order does not increase the contract amount.

Time Justification: This change order extends the contract time by 270 non compensable calendars days in order to complete the work planned for work orders (WO) numbers 5, 9, 11, 12 and 13. These work orders have been delayed due to utility issues causing excessive delay beyond the contractor's responsibility at the following locations:
• WO# 5 SW 137 Ave from SW 74 Street to SW 79 Street.
• (Continued below)

This payment authorization includes all direct and indirect costs associated with the work described herein including, but not limited to costs of labor, material, job overhead, profit markup, costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruptions, extended direct overhead or general overhead, acceleration, material or other escalation which includes wages, and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the RPQ and this change order from the date of the RPQ award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT / ORIGINAL COMPLETION DATE	\$1,737,277.00	9/21/2021
ORIGINAL CONTINGENCY AMOUNT	\$173,727.70	
ORIGINAL DEDICATED AMOUNT	\$96,245.54	
ORIGINAL TOTAL AMOUNT	\$2,007,250.24	
COST OF CHANGES PREVIOUSLY ORDERED	\$0.00	
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE	\$2,007,250.24	
COST OF CHANGES WITH THIS DOCUMENT	\$0.00	
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE	\$2,007,250.24	
PERCENT AMOUNT INCREASE WITH THIS CHANGE	0%	
TOTAL PERCENT AMOUNT INCREASE TO DATE	0%	
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE	540 / 0 / 270	
ADJUSTED DURATION INCLUDING THIS CHANGE / REVISED COMPLETION DATE	810	6/18/2022
PERCENT TIME INCREASE WITH THIS CHANGE	50%	
TOTAL PERCENT TIME INCREASE TO DATE	50%	

CERTIFYING STATEMENT The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.

This project has a SBE Measure and is subject to the 85% Compliance review: No
RPQ No. 20190236 does not have a SBE Measure. As such, Change Order No. 1 is not subject to Resolution No. R-1001-15.

RPQ: 20190236

Accepted By:

H&R PAVING INC
Contractor Name

[Signature]
Contractor Signature

9/13/2021
Date

RPQ: 20190236

Accepted By:

Philadelphia Indemnity Insurance Company
Surety Name

[Signature]
Surety Signature

Warren M. Alter, Attorney-in-Fact

9/10/2021
Date



In accordance with Implementing Order 3-53, execution by the following persons (TO BE COMPLETED ONLY FOLLOWING EXECUTION BY THE CONTRACTOR AND ITS SURETY) shall constitute approval of the change order, effective on the latest date set forth below

RPQ: 20190236

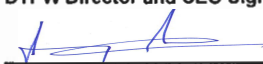
Approved By:

Freddy Valero

DTPW Project Manager Name

[Signature]
DTPW Project Manager Signature

09/13/2021
Date

RPQ: 20190236	Eulois Cleckley		03/29/2022
Approved By:	DTPW Director and CEO Name	DTPW Director and CEO Signature	Date
RPQ: 20190236	Jimmy Morales		4/4/2022
Approved By:	Chief Operations Officer Name	Chief Operations Officer Signature	Date

Time Justification: (Continued)

- WO# 9 SW 117 Ave and SW 104 Street.
- WO# 11 SW 152 Ave and SW 184 Street.
 - WO# 12-SW 117 Ave and SW 152 Street.
 - WO# 13-SW 147 Ave and SW 67 Lane.

Time Justification Declaration:

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David T. Satine, Warren M. Alter and Jonathan A. Bursevich of Alter Surety Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

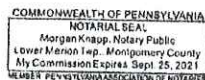
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of September, 20 21.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 • Fax 610.617.7940 • PHLY.com

SURETY BOND SEAL ADDENDUM

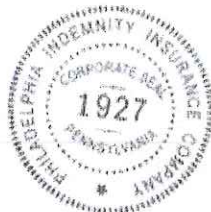
PHILADELPHIA INDEMNITY INSURANCE COMPANY

As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Philadelphia Indemnity Insurance Company ("PIIC") has temporarily authorized its Attorneys-in-Fact to affix PIIC's corporate seal in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact.

PIIC agrees and affirms that the digital corporate seal found herein is deemed affixed to the bond and the Power of Attorney with the same effect as if its raised corporate seal had been affixed to the bond itself.

Effective this 20TH day of March, 2020.

Philadelphia Indemnity Insurance Company



By: _____

Michael Cundiff, Senior Vice President

CITY OF OPA-LOCKA AGREEMENT FOR DRAINAGE IMPROVEMENTS

(Push Button Intersections Improvement-South Piggyback Competitive Award)

This Agreement is made this ____ day of _____, 2022, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172 (the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide Drainage Improvement services to the City (Project No. 2022-09-009 for Drainage Improvements along NW 133rd Street) (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Miami-Dade County (Department of Transportation and Public Works) and the Contractor, as set forth in the Miami-Dade County Request For Price Quotations No. 20190236 ("the RPQ"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through June 18, 2022, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with drainage improvement services in accordance with the City's requirements as set forth herein and the Standard Contract between Miami-Dade County (Department of Transportation and Public Works) and the Contractor dated on or about March 30th, 2020 (the "Miami-Dade County Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Miami-Dade County Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work. The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Airia Austin, as PW & CIP Director, shall be the City Representative and may be reached at (305)953-2868 Ext. 1450.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the County of Miami-Dade with regard to any and all provisions of the Miami-Dade County Agreement, the RPQ, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Darvin Williams, Interim City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy To: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
1955 N. W. 110 AVE
Miami, FL 33172

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 6. Public Records.

CONTRACTOR shall comply with The Florida Public Records Act as follows:

- A. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 688-4611, jflores@Opalockafl.gov OR BY MAIL: City of Opa-Locka - City Clerk's Office, 780 Fisherman Street, Fourth Floor, Opa-Locka, FL 33054.

Section 7. Scrutinized Company

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.

- B. If this Agreement is for more than one million dollars, the Contractor 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 City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.

- c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. 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.

Section 8. Ownership of Documents.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

Section 9. E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____
Darvin E. Williams, Interim City Manager

By: _____
Joanna Flores, City Clerk

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

**CONTRACTOR:
H&R Paving, Inc.**

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

EXHIBIT "A"

Miami-Dade County Request for Price Quotations No. 20190236 ("the RPQ"); and H&R Paving, Inc, Proposal quote No. AR1900 dated 01/07/2022 provided to the City for Drainage Improvement Services along NW 133rd Street (Capital Improvement Project No. 2022-09-011)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S EMERGENCY DECISION TO SECURE FLOTECH ENVIRONMENTAL LLC. FOR CCTV INSPECTION AND HEAVY CLEANING OF CITY STORM DRAINAGE SYSTEM ON SHARAZAD BOULEVARD (BETWEEN NW 27TH AVENUE AND AHMAD STREET), IN AN AMOUNT NOT TO EXCEED FORTY-ONE THOUSAND, THREE HUNDRED FORTY DOLLARS (\$41,340.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in January 2022, the City of Opa-Locka ("City") initiated a CCTV Inspection and Heavy Cleaning of the City Storm Drainage System for Sharazad Boulevard (between NW 27th Avenue and Ahmad Street). Due to the preexisting conditions and continuous flooding of the area, it was necessary to treat the immediate work needed as an emergency expenditure; and

WHEREAS, Sharazad Boulevard has been identified as a major flooding area due to pollution, roots and existing conditions of the system; and

WHEREAS, to remedy the emergency safety issue and prevent water pollution and flooding, as a result of stormwater runoff, the City Manager secured FLOTECH ENVIRONMENTAL LLC. ("Contractor") by accepting Contractor's proposal, attached hereto as Exhibit "A", to conduct a CCTV Inspection and Heavy Cleaning for Sharazad Boulevard for Forty-One Thousand, Three Hundred Forty Dollars (\$41,340.00); and

WHEREAS, the City did not have the manpower or equipment to perform this work in-house; and

WHEREAS, Section 2-318(2) of the City's Purchasing Ordinance 20-07, provides: "The city manager may make emergency procurements of supplies or contractual services where the cost exceeds Twenty-Five thousand Dollars (\$25,000.00) when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the city, provided, however, that such emergency procurements shall be made with such competition as is practicable under the circumstances"; and

WHEREAS, due diligence efforts were made to secure the services for a reasonable amount and the City Manager considered that the City of St. Augustine previously awarded a contract to FLOTECH ENVIRONMENTAL LLC., attached hereto as Exhibit "B", for the Annual Storm and Sanitary Sewer Cleaning and Inspection Services Project; and

WHEREAS, Contractor's services have been completed and have been inspected by Contractor and the City. Service Fees were calculated based on the existing contract with the City of St. Augustine for qualified professional storm and sanitary sewer inspection and cleaning services; and

WHEREAS, the City Manager requests that the City Commission ratify the execution of work and approve a contract for Forty-One Thousand, Three Hundred Forty Dollars (\$41,340.00) with FLOTECH ENVIRONMENTAL LLC. for emergency services; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to ratify the City Manager's decision to secure emergency work for CCTV Inspection and Heavy Cleaning of the City Storm Drainage System for Sharazad Boulevard (between NW 27th Avenue and Ahmad Street) from FLOTECH ENVIRONMENTAL LLC. based on the rates set forth in Exhibit "B" and in accordance with Exhibit "C".

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. RATIFICATION OF CITY MANAGER EMERGENCY PROPOSAL ACCEPTANCE: The City Commission of the City of Opa-Locka, Florida hereby ratifies the City Manager's emergency acceptance of a proposal and work from FLOTECH ENVIRONMENTAL LLC. for the provision of CCTV Inspection and Heavy Cleaning of the City Storm Drainage System for Sharazad Boulevard (between NW 27th Avenue and Ahmad Street), in an amount of Forty-One Thousand, Three Hundred Forty Dollars (\$41,340.00).

Section 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this 27th day of April, 2022.

Veronica Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dominguez	(Yes) _____	(No) _____
Commissioner Bass	(Yes) _____	(No) _____
Commissioner Davis	(Yes) _____	(No) _____
Commissioner Taylor	(Yes) _____	(No) _____
Mayor Williams	(Yes) _____	(No) _____



**City of Opa-locka
Agenda Cover Memo**

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date:	04/27/2022	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
			Public Hearing: <i>(Enter X in box)</i>	Yes X	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Sharazad Blvd. Cleaning and CCTV Inspection of Storm Drainage System

Project No. 2022-09-012

Staff Summary:

Back in January 2022 the City initiated the CCTV Inspection and Heavy Cleaning for Sharazad Blvd (between NW 27th Avenue and Ahmad Street, due to the preexisting conditions of the area and continuous flooding, the area had to be treated as an emergency. Sharazad Blvd. has been identified as a major flooding area due to pollution, roots and existing conditions of the system.

This request is to pay for services already rendered and inspected by the company and the city. Service Fees were calculated based on an existing contract with the City of Saint Augustine for qualified professional services to clean and inspect and repair as necessary the City's storm drainage system to address the area of Sharazad Boulevard to Ali Baba Avenue. This type of cleanup is required to prevent water pollution and flooding as a result of stormwater runoff. The city does not have the manpower or equipment to perform this task in house.

Staff recommends continuing this project to mitigate flooding and water pollution during rainy season. This project will enhance the City's image as well as address safety issues.

Financial Impact

Account	Description	Available	Project	Remaining Balance
87-538631	Stormwater/ARPA	\$165,000	\$41,340.00	\$123,660.00

Proposed Action:

Staff recommends approval of this item to avoid delays and to address safety issues.

Attachment:

1. Agenda
2. Invoice 22154 services rendered by FLOTECH Environmental LLC
3. Street Map of Completed Work
4. Pictures of Sharazad Blvd. Drainage System Before and After Cleaning and Inspection
5. Contract No. PW2019-02B with the City of Saint Augustine and Contract Renewal

**Flotech Environmental, LLC**

657 South Drive, Suite # 401
Miami Springs, FL 33166
accounting@flotechllc.com
www.flotechllc.com

INVOICE

BILL TO
City of Opa-Locka
Public Works & Utilities Department
Opa-locka, FL 33054

INVOICE 22-154
DATE 03/04/2022
TERMS Due on receipt
DUE DATE 03/08/2022

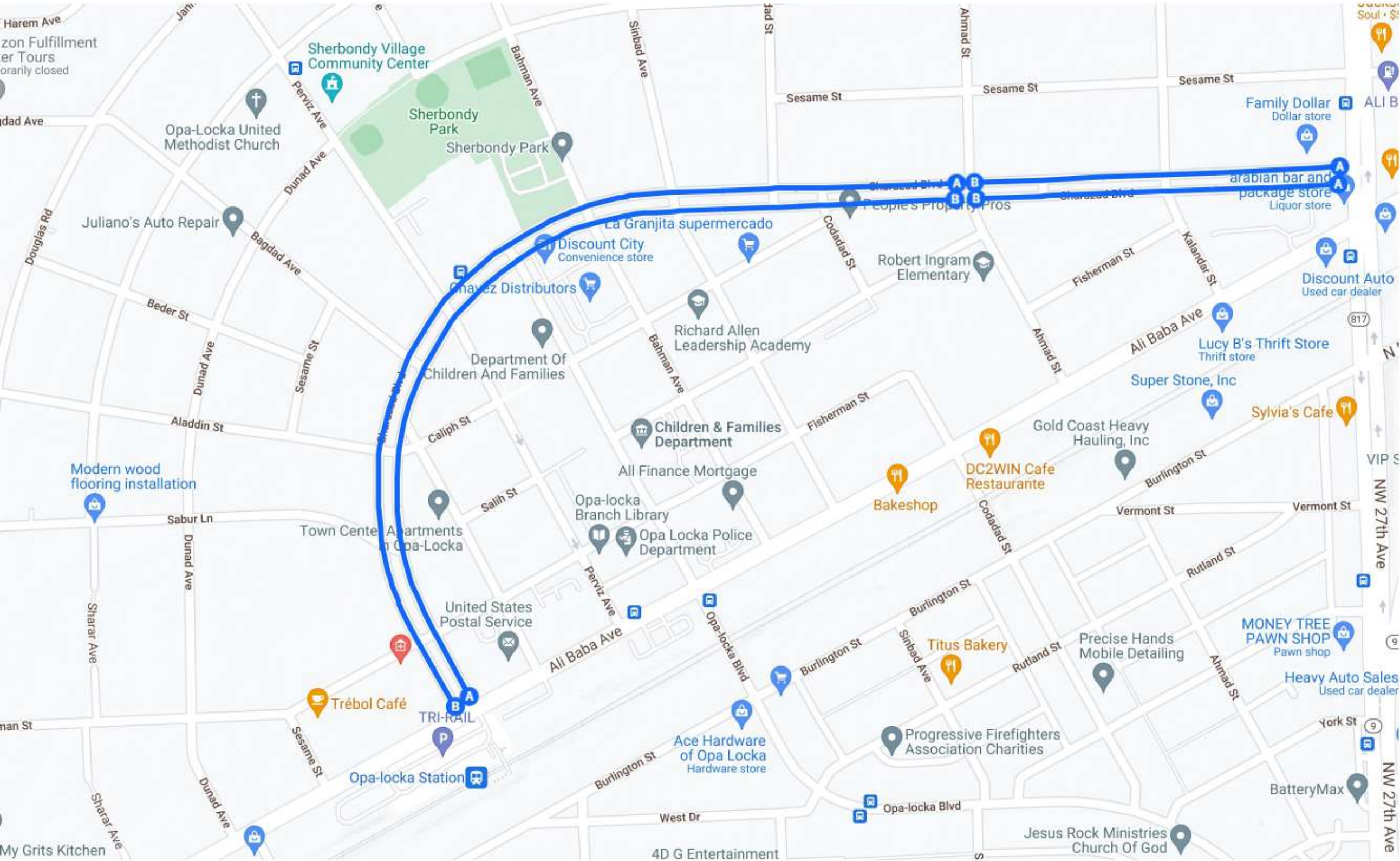
DATE	DESCRIPTION	QTY	RATE	AMOUNT
	CCTV Truck Service (HR) in January 2022	108	150.00	16,200.00
	Vactor Truck Service (HR) in January 2022	108	185.00	19,980.00
	Barricades (cones) per day of service	15	100.00	1,500.00
	Barricades price discount	1	-90.00	-90.00
	Arrow Board - per day of service	15	50.00	750.00
	Disposal Fee (billed per load of debris removed)	6	500.00	3,000.00

Jobsite: Sharazad Blvd Phase 1 : Part 1 PIGGYBACK ST. Augustine

SUBTOTAL	41,340.00
TAX	0.00
TOTAL	41,340.00
BALANCE DUE	\$41,340.00

Credit card payments are accepted. 3.5% processing fee will be added to all credit card transactions.

Sharazad Blvd



Condition of the system before cleaning and inspection Sharazad Blvd.







Condition of the system after cleaning and Inspection

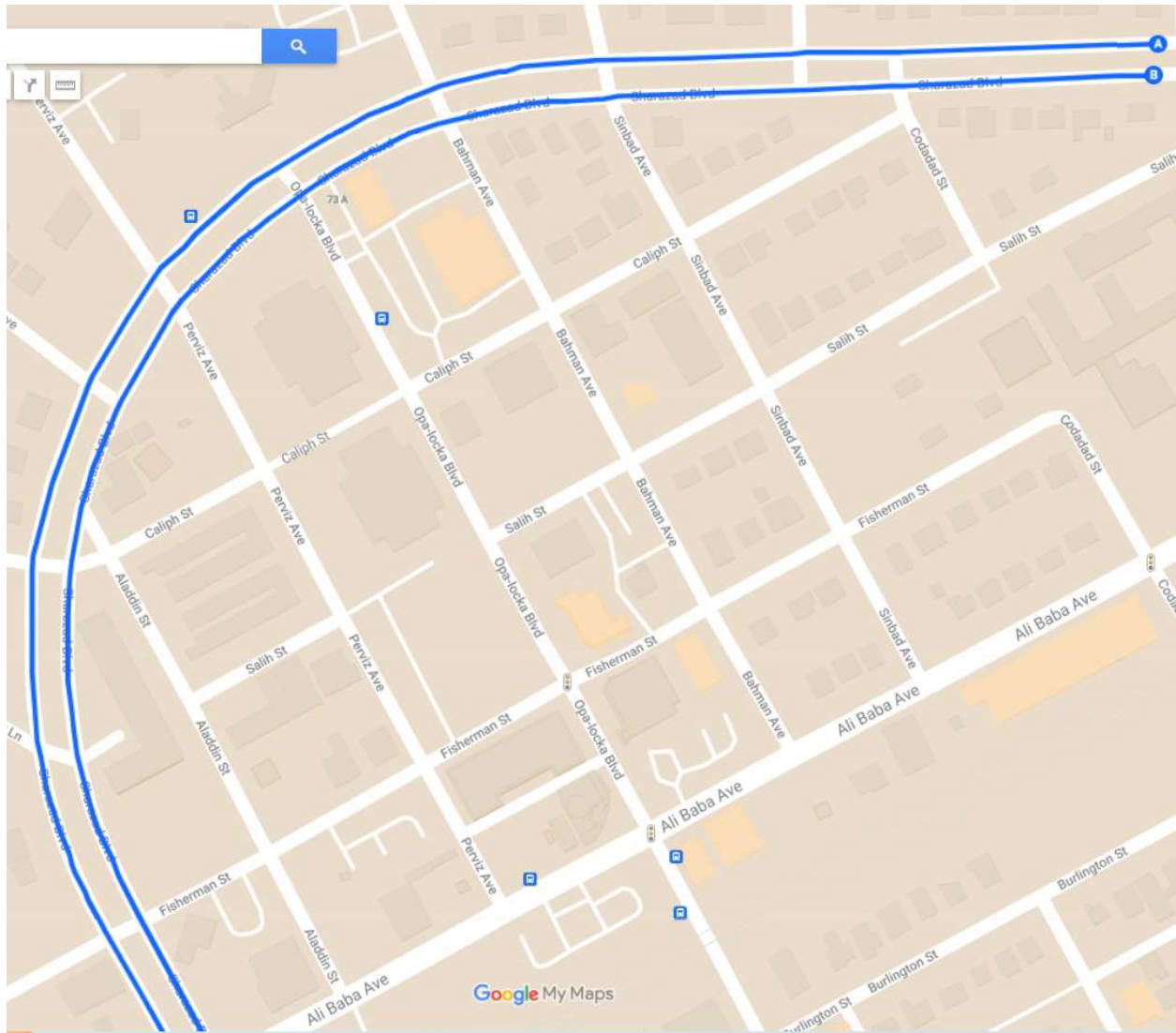
As of today, approximately 1400 LF had been cleaned



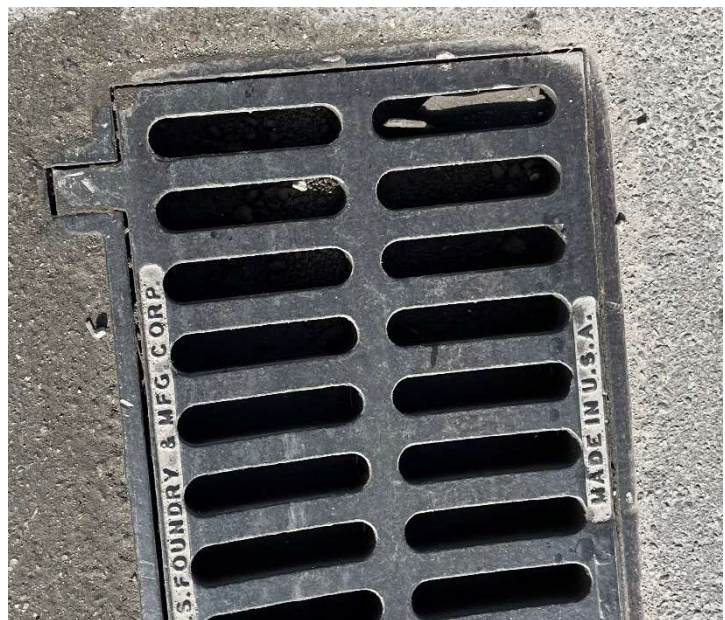
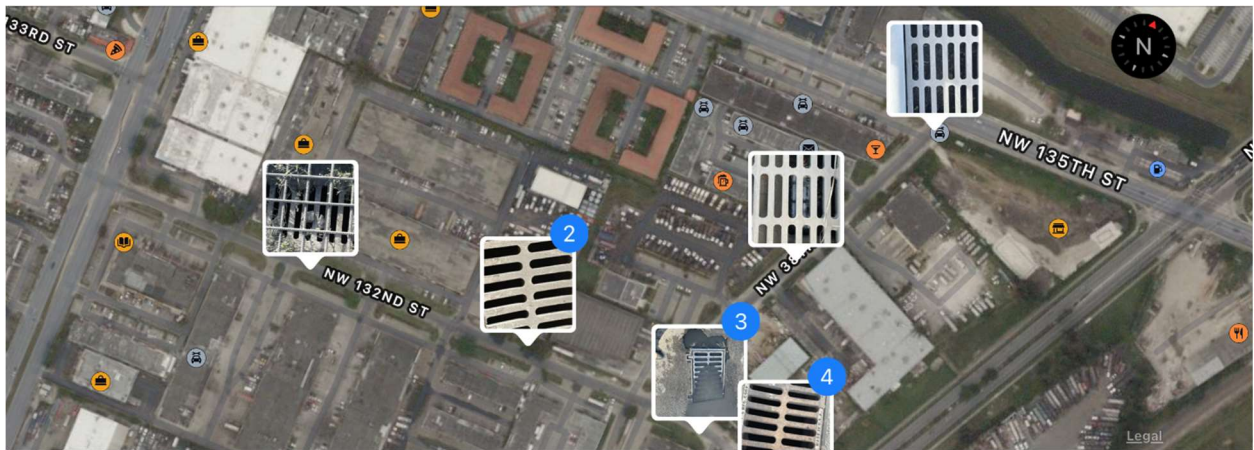
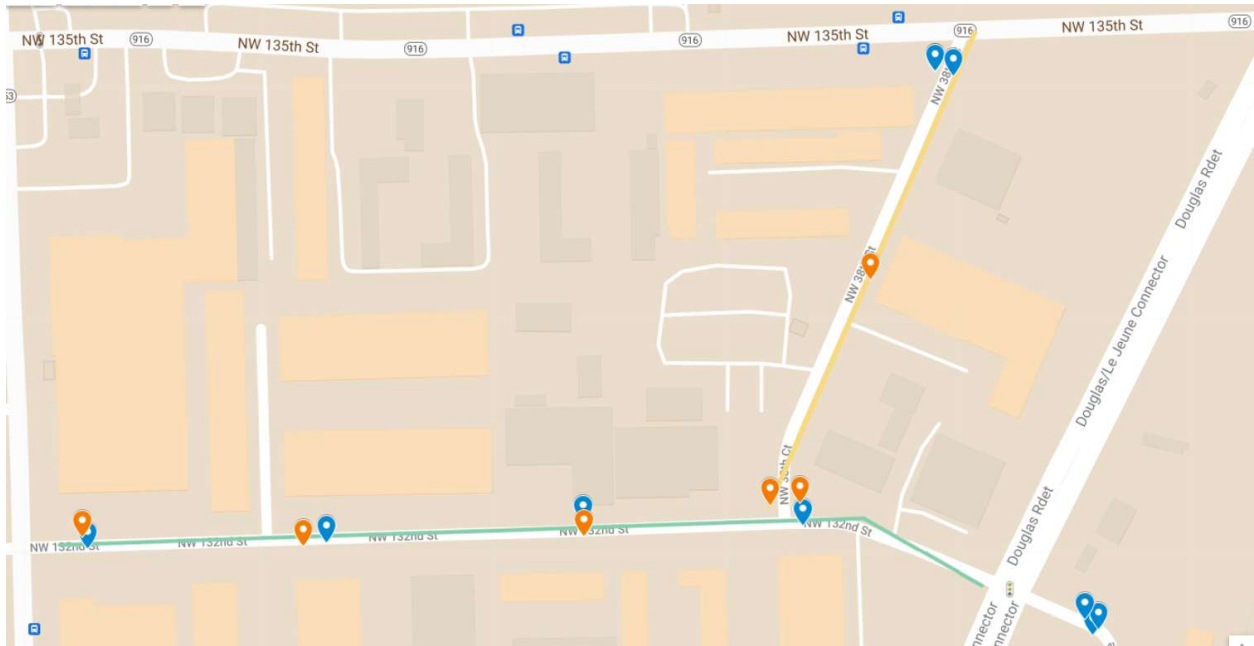


Additional Area to be Cleaned and CCTV Inspected Shahrazad Blvd.

Ahmad St. – Alibaba Ave (Shahrazad Blvd.)



NW 132ND St -NW 135th St (38th Ct~ Le Jeune Rd Pre-evaluation Pictures



**CONSTRUCTION SERVICES AGREEMENT
BETWEEN THE CITY OF ST. AUGUSTINE
AND
FLOTECH ENVIRONMENTAL, LLC FOR THE ANNUAL STORM AND SANITARY SEWER
CLEANING AND INSPECTION SERVICES PROJECT**

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE ("the City"), whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and FLOTECH ENVIRONMENTAL, LLC ("Contractor"), whose address is P.O. Box 530341, Miami Shores, Florida 33153. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for ("the Work"). In accordance with RFP Number PW2019-02, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for proposals; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) proposal submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERM OF AGREEMENT

- (a) The term of this Agreement shall run from the Effective Date to the Final Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2020, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order; which shall be agreed upon by both parties.
- (d) This Agreement may be renewed by mutual and written consent of each party for no more than a total of four (4) consecutive years.

2. COMMENCEMENT OF WORK

- (a) Contractor shall commence the Work within fourteen (14) days of issuance of a Work Order by the City.

This date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use

in accordance with the Scope of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

3. **DELIVERABLES**

- (a) The Work is specified in the Scope of Work, Exhibit A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

4. **OWNERSHIP OF DELIVERABLES**

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

5. **FUNDING OF AGREEMENT**

- (a) The compensation for each Work Order shall be set forth in the Work Order and billed in accordance with the terms of the Work Order.

6. **PAYMENT OF INVOICES**

- (a) Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to purchasing@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

7. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT

- (a) Each month, the Contractor shall submit an application for payment for work performed to that point. The Owner will process and issue payment in compliance with the requirements of the Florida Local Government Prompt Payment Act as described below. Final payment in the amount of ten percent (10%) of the total project amount will be retained pending final inspection and acceptance of the project by the Owner and proof of complete payment to all subcontractors and suppliers.
- (b) All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; for work-orders, see special requirements under **WORK ORDERS**); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (c) As conditions precedent to final payment under this Contract, the Contractor shall furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; shall have performed all other requirements pursuant to the Contract Documents; shall warrant all workmanship for a period of one (1) year after the date of final acceptance of the Work by the Owner and shall furnish signed copies of the Contractor's Warranty Guarantees signed by Contractor, subcontractors, materialsmen, suppliers, laborers or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work. The City shall be the expressly designated beneficiary of any and all Warranty Guarantees. Acceptance of any Work or any possession taken by Owner shall not operate as a waiver of any provision of the Contract Documents or any right or power reserved to Owner, including any right to damages provided in the Contract Documents.
- (d) In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:
 - 1. James Wheeler, P.E.
Public Works Department
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
904-209-4276 (office)
904-209-4286 (fax)
Email: jwheeler@citystaug.com
 - 2. The City's Agent is required to review invoices or payment requests prior to processing for payment.

3. The due date for payment of construction services by the City shall be determined as follows:
 - a) If the City's agent must approve the payment request or invoice submitted by the Contractor before the payment request or invoice is submitted to the City, payment shall be due twenty-five (25) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The Contractor may send the City an overdue notice. If the payment request or invoice is not rejected within four (4) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.
 - b) If the City's agent need not approve the payment request or invoice submitted by the Contractor, payment is due twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.
 - c) If a payment request or invoice submitted by the Contractor does not meet the contract requirements, the City must reject the payment request or invoice within twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.
 - d) If a payment request or invoice is rejected and the Contractor submits a payment request or invoice which corrects the deficiency, the corrected payment request or invoice must be paid or rejected ten (10) business days after the date the corrected payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.
 - e) If a dispute between the City and the Contractor cannot be resolved by the procedure described above, the dispute shall be resolved in accordance with the dispute resolution procedure described in Section 217.76(2), F.S.
 - f) If the City disputes only a portion of a payment request or invoice submitted by the Contractor, the City shall pay the undisputed portion in a timely manner in accordance with subsections (a) and (b) above.

4. Punch List

- a) For projects less than \$10,000,000.00.
Within thirty (30) calendar days of reaching Substantial Completion of the Work as defined in the Contract or, if not defined in the Contract, upon reaching beneficial occupancy or use, the City's Project Manager, the Project Engineer and the Contractor shall review the work, note any deficiencies and develop a single list of items required to render the construction services purchased by the City complete, satisfactory and acceptable. The list shall be delivered to the

Contractor no later than five (5) calendar days after it has been developed and reviewed.

- b) For projects more than \$10,000,000.00.
Within thirty (30) calendar days or, if extended by Contract, up to sixty (60) calendar days, of reaching Substantial Completion of the Work or, if not defined in the contract, upon reaching beneficial occupancy or use, the City's Project Manager, the Project Engineer and the Contractor shall review the Work, note any deficiencies and generate a list of items required to render the construction services purchased by the City complete, satisfactory and acceptable. The list shall be delivered to the Contractor no later than five (5) days after it has been developed and reviewed.
 - c) The Final Contract Completion Date shall be no fewer than thirty (30) days after delivery of the list of items. If the list is not provided to the Contractor by the agreed upon date for delivery of the list, the Contract Term for completion shall be extended by the number of days the City exceeded the delivery date.
 - (e) **Payments withheld.** The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (f) **Retainage.** The City shall pay Contractor (ninety percent (90%) of each approved invoice and retain ten percent (10%) as retainage for Work Order that exceed \$100,000), to be paid upon completion of the Work. For Work Order contracts, completion occurs at the completion of the punch list for each Work Order. For phased projects, completion occurs at the completion of the punch list for each phase. Contractor may present the City with a payment request for part or all of the retainage as provided by Section 218.735(7)(e), F.S.
 - (g) **Payments.** The City shall pay Contractor one hundred percent (100%) of each approved invoice for Work Orders that do not exceed \$100,000.
8. **COST OF LIVING INCREASES.** A Consumer Price Index ("CPI") – based Cost Schedule increase may be requested in writing no later than three months before the contract renewal date. The increase will be limited to the lesser of five percent or the result of the CPI percentage increase calculation expressed below. The CPI percentage increase shall be calculated by using the Consumer Price Index for All Urban Consumers ("CPI-U") numbers provided by the Bureau of Labor Statistics. The CPI percentage increase shall be calculated by subtracting from the most recent May CPI-U number the CPI-U number for the previous May, then dividing the remainder by the previous May's number, and finally, multiplying the quotient by 100. Cost Schedule increases shall be prorated based upon the number of calendar months in the City's fiscal year that the contract has been in effect. (For example, a cost schedule increase for renewal of a contract initiated in March (six months into the City's fiscal year), would be limited to the lesser of either one-half of the CPI percentage increase or 2.5 percent upon renewal in October.) In the event this contract includes a provision for fuel adjustment, and an upward fuel adjustment is made during the contract year, the CPI percentage increase shall be multiplied by the percentage of the Total Compensation allocated to non-fuel costs. For example, if it is determined that the cost of fuel is 20 percent of the Total Compensation, the CPI percentage increase shall be multiplied by 0.8.

9. **PAYMENT AND RELEASE** Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
10. **INDEMNIFICATION** Contractor shall indemnify and hold harmless, release, and forever discharge the City, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.
11. **INSURANCE AND PERMITS.** Contractor shall acquire and maintain, at its own expense, all permits and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.

Contractor shall provide all insurance required by Exhibit B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

12. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

13. **PROJECT MANAGEMENT AND PERSONNEL**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY

James Wheeler, P.E., Project Manager
 City of St. Augustine
 P.O. Box 210
 St. Augustine, Florida 32085-0210
 904-209-4276 (office)
 904-209-4286 (fax)
 E-mail: jwheeler@citystaug.com

CONTRACTOR

Jose L. Ferre, Project Manager
 Flotech Environmental, LLC
 P.O. Box 530341
 Miami Shores, Florida 33153
 786-365-0635 (office)
 E-mail: joef@flotechllc.com

- (b) The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City's Project Manager. The City's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City's Project Manager and, as appropriate, other City employees, shall meet with Contractor when necessary in the City's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent superintendent, satisfactory to the City. The superintendent shall not be changed except with the City's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the City produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the City's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

14. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten (10) days after execution of this Agreement, Contractor shall schedule a pre-work conference with the City's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the City's approval not fewer than five (5) days prior to the pre-work conference. The City shall have ten (10) days to review the work plan. Not less than five (5) days prior to the pre-

work conference, Contractor shall provide the City a list of each subcontract exceeding ten percent (10%) of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.

- (b) **Progress Reports.** Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's Project Manager and Contractor, and may include emails, memos, and letters.
- (c) **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City's Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (d) **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (e) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

15. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a)

above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

16. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- (a) **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City. The presence or absence of a City inspector shall not relieve Contractor from any requirements of this Agreement.
- (b) **Change Orders**
 - (i) The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
 - (ii) For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed

with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation.** Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

17. TERMINATION AND SUSPENSION

- (a) **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.
- (b) **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if

Contractor fails or refuses to comply with a Stop Work Notice.

- (d) **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

- (e) **Contractor's Right to Stop Work or Terminate Agreement**

- (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

18. **PROTECTION OF WORK.** Contractor shall protect and prevent damage to all finished and unfinished portions of the Work including, but not limited to, the protection of the same from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in the Contract Consideration nor any extension of the Term.

19. **NO ASSIGNMENT.** The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.

20. COMPLIANCE WITH PUBLIC RECORDS ACT

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (904) 825-1007
 Email: recordsrequest@citystaug.com
 Mailing Address: City of St. Augustine
 Darlene Galambos, City Clerk
 Public Records Custodian
 P.O. Box 210
 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

21. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, F.S., nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as

provided in Section 768.28, F.S.

22. ACCESS; WORK AREA; GATES

- (a) **Access.** The City will provide sufficient access to accomplish Work performed on City property. Contractor shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the City, and shall, upon conclusion of the Work, return said roadways to City in their original condition. Land access to construction sites is restricted to the route designated by the City. Contractor is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Contractor shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the City.
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the City before making any adjustments.

23. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent. As soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days, after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10% markup of their subcontractor's work for oversight and management.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

24. **AUDIT; ACCESS TO RECORDS.** Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

25. BONDS

Pursuant to Chapter 255.05 F.S., prior to commencing the work, the Selected Contractor shall execute and record in the public records of St. Johns County a payment and performance bond

with a surety insurer authorized to do business in the State of Florida. A certified copy of the recorded bond shall be provided to the City prior to commencement of the work.

- (a) **Payment Bond.** A payment bond equal to the Total Compensation is required for fixed price contracts and fixed price Work Orders greater than \$100,000; provided, however, that the bond may be reduced by the City, in its sole judgment and discretion, to that amount necessary to ensure payment of all subcontractors and materialmen. The City may require, in its sole judgment and discretion, a payment bond for fixed price contracts and Work Orders of \$100,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.
 - (b) **Performance Bond.** A performance bond equal to one hundred twenty-five percent (125%) of the Total Compensation is required for fixed price contracts and Work Orders greater than \$100,000. The City may require, in its sole judgment and discretion, a performance bond for fixed price contracts and Work Orders of \$100,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.
 - (c) Completed bonds shall be delivered to and accepted by the City prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be (1) either in the reproduced form provided in the Bid Documents or in a form approved by the City, and (2) written through a licensed agency that fulfills the requirements of Section 287.0935, F.S.
 - (d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s rating and analysis web site.
 - (e) In lieu of the bond, a Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashiers check, irrevocable letter of credit, or other security acceptable to the City.
26. **CIVIL RIGHTS.** Pursuant to Chapter 760, F.S., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
27. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from City property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After twenty (20) days, the City may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the City, with excess revenues paid to Contractor.
28. **COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS**
- (a) The City may let other contracts in connection with the Work. Wherever work done by

the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City contractors, as may be directed by the City. Contractor shall afford other City contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City contractors.

- (b) If any part of the Work depends for proper execution or results upon the work of other City contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractor's work after execution of the Work.**

29. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

30. DISPUTE RESOLUTION.

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**

- (b) **Invoices.** In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the Office of the City Manager. The matter shall then proceed as described in subsection (a), above.

31. **DIVERSITY REPORTING.** The City is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

32. **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the City in writing, which

shall be promptly verified by the City. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

33. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court for the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
34. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
35. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
36. **INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION**
 - (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship

shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The City's intent is to obtain a high quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.

- (b) **Materials and Equipment Schedules.** The City shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten (10) days after the date of contract award and before any material or equipment is purchased, Contractor shall submit to the City's Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (c) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the City at all times in order to ensure compliance herewith. Upon request, Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the City. The City's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the City upon request.
- (d) **Re-examination of Work.** The City may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with specifications, the City will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Contractor will pay such cost.
- (e) **Testing.**
 - (i) The City may require that materials be tested prior to incorporation in the Work. In some instances it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the City with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two (2) copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Contractor. This paragraph does not obligate the City to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material.
 - (ii) If the specifications, the City's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the City's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the City's Project Manager, Contractor's Project Manager shall supply the City's Project Manager with 72 hours prior notice of such inspection. Inspections by the City's Project Manager will be

made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the City's Project Manager, it shall, if required by the City, be uncovered for examination at Contractor's expense.

- (f) **Rejection of Work and Materials.** Contractor shall promptly notify the City of any defective material and shall not incorporate such material into the Work. The City may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the City. If the City deems any portion of the Work unsatisfactory, Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the City. If disputed, Contract may submit a Change Order, subject to the dispute resolution procedure.
 - (g) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the City to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the City may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the City to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.
 - (h) **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the City's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the City to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The City will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used. Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.
37. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in Section 403.031, F.S., is dumped or spilled in unauthorized areas, Contractor shall notify the City thereof within one (1) workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the City and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

38. **LIENS.** Acknowledging that the City's property is not subject to liens, neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the City releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the City a bond satisfactory to the City, indemnifying the City against any such potential lien. If any lien or potential lien remains unsatisfied, the City may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the City all monies that the City paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the City shall not constitute a waiver of any claims or defenses that Contractor may have against the lienor.
39. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
40. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to wages, health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:
- (a) The City shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.
 - (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
 - (c) Contractor shall: (i) give to the proper authorities all required notices relative to the Work; (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility; and (iii) furnish any bonds, security, or deposits required to permit performance of the Work; (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.
41. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto City property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.
42. **PROTECTION OF THE WORK, CITY EQUIPMENT, AND PROPERTY.**
Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the City, whether or not the same has been covered by partial payments. Contractor is solely responsible for all City-owned equipment in its possession, if any.

Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the City shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the City's satisfaction. Should Contractor fail to perform these obligations, the City may make good any such damage and deduct the cost thereof from Contractor's final payment.

43. **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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
44. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.
45. **REMEDIES FOR NON-PERFORMANCE**
 - (a) **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.
 - (b) **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.

- (c) **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
 - (d) **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.
46. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.
47. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the City (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to City property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
48. **SUBSTANTIAL COMPLETION; PUNCH LIST.** Contractor shall notify the City in writing when it considers the Work to be substantially complete. "Substantially complete" is the point when the City can beneficially occupy its property and use the Work for its intended purpose, with only minor items remaining in order for the Work to be fully complete. Within thirty (30) days of receipt of such notice, the City shall review the Work and determine whether the Work is substantially complete. If the City agrees that the Work is substantially complete, the City shall, within said 30-day period, develop a list of items ("Punch List") required to render the Work complete, satisfactory, and acceptable in all respects. The Punch List shall be delivered to Contractor not later than five (5) days after it is developed. Contractor shall complete the Punch

List items by the Completion Date; provided, however, that if the Completion Date is less than thirty (30) days after the date of delivery of the Punch List, the Completion Date shall be extended to thirty (30) days after delivery of the Punch List. Failure to include any corrective work or pending items not yet completed on the Punch List does not alter Contractor's responsibility to complete all construction services required by the Agreement. Upon completion of all Punch List items, Contractor may request payment of any remaining retainage. If the City disputes the completion of any items on the Punch List, it may withhold 150 percent of the estimated cost of completing any such items, and shall return the remainder of the retainage to Contractor. Any disputed matters shall be resolved pursuant to the dispute resolution procedure of this Agreement.

49. **SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTIONS**

- (a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Statement of Work, the City will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The City will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the City. Contractor shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the City's Project Manager as to the quantities estimated.
- (b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the City. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the City. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
- (c) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the City for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

50. **USE OF COMPLETED PORTIONS OF THE WORK.** The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

51. **WARRANTY**

- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien,

or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

- (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

52. WORK ORDERS

- (a) The City reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The City may, at its sole discretion, request a "not to exceed" cost for any Work Order as a method of determining award. The City makes no guarantees of any amount of work to be awarded under the Agreement. The City reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.
- (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within fourteen (14) days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the City's Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as **Attachment C**.
- (c) **Type of Work Order.** When services are needed, the City and Contractor shall agree upon the type of Work Order and the specifics of the Work Order.
 - (i) Generally, a time and materials Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the City. Identification of the Work involved is typically concept level drawings with minimal details. The Work Order will describe the general nature of the Work, including specific deliverables, if applicable, along with the total number of

hours, days, or weeks estimated for each task; the materials to be incorporated into the work, and the total authorized expenditure amount. If deliverables are specified and materials, equipment, or sub-contractors are necessary to complete the Work, the Work Order shall specify the estimated costs thereof. The City must approve the hiring of sub-contractors in order to ensure they are qualified to perform the Work and have been competitively procured. The Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and "Other Direct Costs" as defined in sub-paragraph (d)(iv), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for City audit in accordance with the unit costs of this Agreement and the Work Order. The City reserves the right to determine the means and methods of performing the Work and supplying materials.

(ii) A fixed-price Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work. The fixed price includes all applicable permits, bonds, labor, equipment, supplies, project support, overhead and materials necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.

(iii) A time and materials with not-to-exceed amount Work Order is utilized when a not-to-exceed cost is agreed upon for a time and materials Work Order. All of the terms of a time and materials Work Order apply, subject to the not-to-exceed amount. In addition, the deliverables must be described with the specificity of a fixed price Work Order.

(d) Additional Provisions Applicable to Time and Materials and Time and Materials with Not-to-Exceed Work Orders.

(i) Additional equipment and services.

a. The City may issue a Work Order requiring the use of additional or specialized equipment or services not identified in the unit costs of the Agreement. The cost of such equipment or services may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order with an amended cost schedule that includes such equipment or services. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.

b. After a Work Order is issued, the City may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the "not to exceed" amount of the Work Order, or if the additional cost exceeds \$100,000.

- c. If due to an emergency, the City determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the City may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.
- (ii) **Equipment substitution.** No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment not included in the Work Order or cost estimates, provided any such substitution or addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the City. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the City may compare equipment weekly or monthly rental rates on the open market with the rates in the Cost Schedule and require Contractor to rent the equipment on the open market if the cost is lower than the Cost Schedule. The City will reimburse Contractor this rental cost (with allowable percentage markup in the Cost Schedule) plus the hourly rate for operator with fuel and operation and maintenance.
- (iii) **Other Direct Costs.**
- a. Subject to prior written City approval, the City will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax ("Other Direct Costs"), plus the allowable percentage markup in the Cost Schedule, provided Contractor adheres to the following the competitive procedures:
- Cost is \$2,500.01 - \$15,000 – three documented quotes – oral, written, or on line; or a written explanation to City Purchasing Manager and approval from the City's Purchasing Manager for not receiving three quotes.
 - Cost is greater than \$15,000 – at least three written quotes, reviewed and approved by City procurement staff, or a written explanation to and approval from the City's Purchasing Manager for not receiving three quotes.
 - Documentation of solicitations where cost exceeds \$2,500 shall be submitted with the Contractor's cost estimate. If a cost exceeds \$15,000, documentation shall include a complete bidders list and the request for quotes that was sent to each prospective bidder.
- b. Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the City.
- c. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Cost Schedule or Work Order.

- (iv) The City reserves the right to reject any proposed subcontractors.
- (e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:
 - (i) **Time and Material Work Orders:** (hourly billing for labor and/or equipment and materials):
 - a. Name of employee and/or type of equipment
 - b. Employee position title/job classification (if applicable)
 - c. Hours worked and/or equipment utilized on a daily basis, as documented by Contractor's Daily Record of Hours, signed by Contractor and City staff (attached hereto as revised by the City from time to time).
 - d. The approved charge rate for each classification of Contractor employee and/or equipment included in Cost Schedule, Attachment ____, and/or the Work Order authorizing the Work. In the absence of an individual rate in the Cost Schedule, the Contractor employee's general classification rate may be utilized.
 - e. If billed for use of equipment not in the Cost Schedule, documentation of prior authorization for equipment used, including cost and estimated quantities.
 - f. Documentation of any required competitive procurement for equipment, subcontractors, or materials.
 - g. Contractor's notarized affidavit shall be provided with the first invoice for those Work Orders not requiring a Payment Bond, stating that payment of subcontractors and materialmen shall be made pursuant to Section 218.735, F.S.
 - h. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the City. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor's sworn affidavit that all subcontractors and materialmen for which payment has been received from the City have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the City. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the City, but also as to amounts included in the final invoice.
 - i. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The City reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the City for any subcontractor's work that exceeds the approved Cost Schedule.
 - j. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.
 - k. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information

provided from Contractor's payroll or other records as supporting backup material.

ii. **Fixed Price Work Orders:**

- a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
- b. Certification that the Work for which payment is requested has been completed in accordance with the Statement of Work for the Work Order, in a format approved by the City Project Manager.
- c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
- d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.

iii. **Time and Materials with Not-to-Exceed Work Orders:**

- a. Description and certification of completion of the work as described above for Fixed Price Work Orders.
- b. Hourly billing information for Time and Materials Work Orders, as described above.
- c. Proof of payment of subcontractors and materialmen as described above for Time and Materials Work Orders.

53. **WORK SCHEDULE.** For construction or other services upon City property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the City Project Manager. Unless otherwise approved by the City Project Manager, Contractor's work hours on City property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the City a minimum of 24 hours in advance of the change and confirmed in writing.

54. **CONTRACT INTERPRETATION.** In the event of a conflict between the terms of this Agreement and the General Conditions, the term of the General Conditions shall prevail.

55. **ENTIRE AGREEMENT.** The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.

ADDITIONAL PROVISIONS (In Alphabetical Order)

DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words “contract” and “Agreement” are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: Contractor, its officers, employees, agents, successors, and assigns.

CONTRACTOR’S PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

CONTRACTOR’S SUPERINTENDENT: Contractor’s representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor’s Project Manager or the City.

CPM or CRITICAL PATH METHOD: The use of calculated task duration with no regard for probabilities. A path has no float and is the longest path through the project. A critical path encompasses those project activities that are crucial and cannot be shifted, having calculated task duration. They are the important activities driving the project. Float belongs to the City.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY’S PROJECT MANAGER: The City employee designated by the City to be responsible for

overall coordination, oversight, and management of the Work for the City.

CITY'S SUPPLEMENTAL INSTRUCTION: Instructions issued by the City's Project Manager to make minor changes in the Work not affecting the Total Compensation or the Completion Date, and consistent with the purpose of the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERFORMANCE AND PAYMENT BOND: The security furnished by Contractor and surety in either the form provided or in a form approved by the City as a guarantee that Contractor will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

REQUEST FOR BIDS: An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

RESPONDENT: Any person who submits a Bid in response to a Request for Bids or a proposal in response to a Request for Proposals.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

SURETY: The entity bound by a bond to be liable for Contractor's satisfactory performance of the Work and payment of all debts pertaining thereto.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name:

Darlene Galambos
Darlene Galambos, City Clerk

By: John P. Regan

Printed Name: John P. Regan

(SEAL)



Title: City Manager

Date: 4/12/19

FLOTECH ENVIRONMENTAL, LLC

Signed, sealed and delivered
in the presence of:

Yinier Quintana
Witness

By: Jose L. Ferrer

Printed Name: Yinier Quintana

Printed Name: JOSE L. FERRER

Title: Managing member

Date: 4/8/19

Witness

Printed Name: ROBERTO LUNA

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez

Isabelle C. Lopez, City Attorney

- Exhibit A: Scope of Work/Technical Specifications
- Exhibit B: Insurance Requirements
- Exhibit C: Work Order Authorization (sample)
- Exhibit D: Unit Price Schedule

EXHIBIT A – SCOPE OF WORK

SANITARY AND STORM SEWER UTILITY CLEANING AND CCTV INSPECTIONS

General Scope

The work in the annual contract includes professional cleaning and inspection services for the City's Sanitary and Storm Sewer main pipes, laterals and outfalls. The City selected and contracted for annual services with two qualified contractors to perform cleaning and close circuit TV inspections of selected main segments or sub-basins of collection and conveyance piping systems. This work may include installation of Cured-In-Place Sectional pipe liners, installation of sanitary sewer cleanouts, and related replacement of sidewalk sections.

Inspections will include providing the City with records that are documented in accordance with standards referenced in the technical specifications associated with this request. The selected Contractor will be provided with proposal requests based on defined scopes of work. Each proposal will also include the estimated duration of the work with an earliest start date. Once the proposals are accepted by the City a Work Order will be issued to contract for the scope of work proposed. The duration of the work may be amended during the work to account for delays associated with weather and unforeseen site conditions.

Associated Documents Included with this Request:

1. General Requirements:
 - a. Section 01101 Special Requirements (Gravity Inspection Only)
 - b. Section 01300 Submittals
 - c. Section 01516 Collection System Bypass
 - d. Section 01570 Maintenance of Traffic
2. Technical Specifications:
 - a. Section 02761 Cleaning Sanitary and Storm Sewer Systems
 - b. Section 02762 Televising Sanitary and Storm Sewer Systems
 - c. Section 02763 Televising Sewer Laterals
 - d. Section 02766 Sanitary Sewer Obstruction Removal
 - e. Section 02771 Cured-In-Place Pipe for Sanitary and Storm Sewer Renewal (Sectional CIPP)
 - f. Section 02959 Sewer Main and Lateral Connection Sealing By Chemical Grout
 - g. City of St. Augustine Standard Sanitary Sewer Cleanout Details SS-19, 20, 21, and 25.
 - h. City of St. Augustine Standard Paving and Drainage Details PD-07A, 07B, and 07D for sidewalk segment replacements.
 - i. City of St. Augustine List of Approved Materials and Manufacturers pages A-6 and A-8 for PVC pipe and Cleanout box and cover.
 - j. Suspect Lateral Connections to Mainline, RPO PO144, 14 of 34.
3. Unit Price Schedule Conformed

SECTION 01101

SPECIAL REQUIREMENTS (GRAVITY INSPECTION ONLY)

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. The Contractor shall meet these minimum qualifications for closed circuit televising (CCTV) inspections of gravity sewers. Attend coordination meeting, provide proper notifications, and maintain an accurate weekly schedule. Contractor shall abide by the causes for rejection of Work in this section and other provisions described in other sections.

1.02 MINIMUM CONTRACTOR QUALIFICATIONS

- A. The following requirements shall be met to qualify for the CCTV project.

1. Company:

- a. A minimum total of 500,000 LF shall be previously completed within the previous 10-years.
- b. A minimum total of 250,000 LF for Sanitary sewers.
- c. Documented company QA/QC plan and procedures
- d. Storm Sewer Cleaning.

A minimum total of 3 years cleaning and CCTV experience on municipal storm drains.

A total of five (5) projects cleaning municipal storm drains.

Experience with cleaning and CCTV of municipal storm drains 24 to 60" diameter.

Provide name, title, phone number, address of a minimum of 2 references documenting experience with cleaning and CCTV of storm drains 24 to 60" diameter.

2. Company equipment:

- a. At least one (1) pan and tilt CCTV camera with rotating lights
- b. At least one (1) push type lateral cameras with footage counter and ability to display footage on screen and/or lateral launch type lateral camera with footage counter and ability to display footage on screen
- c. Digital video capture system capable of capturing MPEG or Windows Media Video files on board the camera truck
- d. PACP compliant inspection data logging software
- e. At least one (1) jetter/vacuum truck

- B. The qualifications of the cleaning and CCTV Contractor shall be submitted and shall include detailed descriptions of the following:

1. Name, business address and telephone number of the CCTV Contractor
2. Name(s) of all supervisory personnel to be directly involved with this Project
3. NASSCO PACP certification of on-site operator performing inspections or subject to City approval, resume of proposed CCTV operator displaying similar inspection experience

4. The Contractor shall sign and date the information provided and certify that to the extent of his knowledge, the information is true and accurate, and that the supervisory personnel will be directly involved with and used on this Project. Substitutions of personnel and/or methods will not be allowed without written authorization of the City.
5. Specialty technicians shall be certified by the equipment manufacturer and/or its authorized representative. Certifications shall be submitted to the City.
- C. The inspection Contractor must have an internal quality assurance/quality control program in place and all inspection data shall be subjected to the procedures prior to submittal to the City. The City will perform QA/QC audits on submitted data.
 1. QA/QC shall be performed by NASSCO PACP certified personnel.

1.03 PRE-WORK

- A. Site conditions to be documented through video or still photographs prior to inspections. This documentation needs to include the date, time of day that the conditions were documented.

1.04 SUBMITTALS

- A. Refer to Technical Specifications Sections for submittals specific to each phase of the work.
- B. The CCTV Inspection Contractor shall submit a completed qualification form with the required information (see Table A - CCTV Inspection Contractor Qualification Form).
- C. Previous Work Products: The Contractor shall submit one (1) example of previous closed circuit televising (CCTV) inspections gravity sewers work for approval. The approved sample will establish the quality of deliverable to be expected on the project. The submitted example shall be the work of the field supervisor or foreman to be used on this Project.
- D. All submittals are due as scheduled Work will not proceed until all submittals are received and approved. The City reserves the right to adjust the due dates of the submittals based on Contractors performance. The Contractor shall label each submittal indicating what is represented, name of Contractor, and project number. All submittals identified as being in error shall be re-performed and corrected at the Contractor's expense. The City will have two work days to review and status each submittal.
 1. Qualifications of personnel.
 - a. State licensed
 - b. OSHA certified for confined space entry
 - c. FDOT MOT trained.
 2. Company safety plan.
 3. Name of the project manager and site superintendent with resumes.
 4. Documentation of NASSCO PACP certification for all CCTV operators, database and software.
 5. Sample of pre-work notices to property owners.
 6. FDOT MOT training certificates.

7. Sample of pre-work notices to property owners.

TABLE - A
CITY OF ST. AUGUSTINE PUBLIC WORKS DEPARTMENT
CCTV INSPECTION CONTRACTOR
QUALIFICATION FORM

<i>Company Reference Projects</i>		<i>Total Footage</i>	<i>Project Completed</i>	<i>Client Company</i>	<i>Contact Name</i>	<i>Contact (Phone Number and/or E-mail Address)</i>
<i>Listing of Company Management Personnel</i>	<i>PACP (Certification #)</i>	<i>MACP (Certification #)</i>	<i>Years of Experience in CCTV</i>	<i>Years of Experience as Supervisor</i>	<i>QA/QC Mgmt Supervisor (Y or N)</i>	<i>Position Title</i>
<i>Company Equipment Item</i>	<i>Manufacturer</i>	<i>Model No.</i>	<i>Description</i>			
Main Line CCTV Camera						
Lateral Camera (push type)						
Lateral Camera (launch type)						
Video Capture System						
PACP-Compliant Inspection Data Logging System						
Combination Jetter/Vacuum Truck						

(Rev.June/2018)

PART 2 - PRODUCTS (NOT USED)**PART 3 - EXECUTION****3.01 CONTRACT COORDINATION MEETING**

- A. Prior to commencing field activities, the Contractor shall attend a Coordination Meeting with the City. Contractor shall be prepared to discuss the following agenda items:

1. Project contacts
2. City notification procedures
3. Public notification requirements
4. Inspection QA/QC
5. Deliverables
6. Schedule

3.02 GENERAL PROGRESSION OF WORK

- A. Contractor shall submit an updated schedule of inspection activities on a weekly basis.
- B. Contractor shall notify the City a minimum of 4-work days prior to any inspection work.
- C. All work shall be performed in an orderly, organized fashion, progressing through the project area(s) in a systematic manner. Contractor shall adhere to submitted and communicated schedules.

3.03 QUALITY ASSURANCE

- A. The Contractor shall have a QA/QC plan and procedures to ensure accurate data collection, documentation and submittal.
- B. The City has adopted the NASSCO PACP quality control procedures as the minimum standard to be applied to all submitted CCTV Inspection data. All submitted data shall be quality checked in accordance with these procedures.
- C. Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar community systems is preferred. Cleaning experience in coastal community systems is preferred.
- D. The City will perform QA/QC checks on a minimum 5% of submitted inspection data.
- E. All submitted data will be subject to City QA/QC following the same procedures set forth herein following in paragraph 3.04 "CCTV Inspection QA/QC Procedures."

3.04 CCTV INSPECTION QA/QC PROCEDURES

- F. The Contractor shall determine the approximate number of inspections performed by each inspection field supervisor/foreman that submitted data on a weekly basis to determine the quality control sampling population. A review of a minimum of 5% of the total inspections is required.
- G. The Contractor shall number the inspection reports in the order they were inspected.
- H. The Contractor shall utilize a random number generator to determine the inspection report numbers for review.

- I. Each inspection report that corresponds to the random numbers will be marked for review, the inspection report printed and the video copied to the QA/QC directory.
- J. Each selected inspection report will be reviewed in detail against the inspection digital video.
- K. Each field that is populated and those that should have been populated will be counted to produce a "number of fields checked" for the required header information and detailed inspection information. The fields with errors, or missing data, regardless of the error will be totaled to determine the "error count". The accuracy level will then be calculated as follows: $100 - ((\text{error count} / \text{number of fields checked}) * 100) = \text{accuracy percentage}$.
- L. The percentage accuracy shall be entered onto a graph so that the on-going accuracy of each supervisor (operator) can be seen.
- M. The accuracy of each field supervisor/foreman's data shall exceed 90%.
- N. The Contractor shall submit, along with the inspection deliverables, quality control forms that include a hard copy print out of the inspection reports checked with errors and omissions clearly marked.
- O. The Contractor shall enter the accuracy level calculations in each supervisor (operator) quality control log.

3.05 REJECTION OF WORK

- A. Failure of City QA/QC checks will result in a "quality deficiency" notification to request from the Contractor how the rejected Work shall be addressed.
- B. Failure to notify City prior to field work being performed in accordance with the City notification procedures may constitute rejection of Work that was performed without notification.
- C. Payment shall be withheld for inspection work not passing the City QA/QC check, until such time that the data is re-submitted and verified accurate.
- D. Subsequent failures of City QA/QC checks may result in the City requiring a change in field supervisor.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 3 - GENERAL

Work completed without approved Shop Drawings and/or samples shall be considered installed at the Contractor's risk.

3.03 SHOP DRAWINGS AND DATA

- A. Contractor's drawings, certifications, samples, proposed equipment, plans, data sheets and forms shall be clearly marked with specification title and numbers to identify pertinent materials. Delete information which is not applicable to the Work by striking or cross-hatching.
- B. If Shop Drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in the letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, the Contractor shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such Drawings have been reviewed.
- C. All submittals are to be in conformance with applicable standards or codes.
- D. Submittals may be provided electronically via portable hard drives, ftp web sites or similar.

3.04 REVIEW OF SHOP DRAWINGS AND SAMPLES

- A. The City /Professional's review of submittals and samples as submitted by the Contractor will be to determine if the items(s) generally conform(s) to the information in the Contract Documents.
- B. The review of submittals will be general, and shall not be construed:
 - 1. As permitting any departure from the Contract Documents
 - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials
 - 3. As approving departures from details furnished by the City/Professional, except as otherwise provided herein
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract Documents which the City/Professional finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or Contract Time, the City/Professional may return the reviewed drawings without noting an exception.
- D. "Approved As Noted": Contractor shall incorporate City/Professional's comments into

the submittal before release to manufacturer. The Contractor shall send a letter to the City/Professional acknowledging the comments and their incorporation into the Shop Drawing.

- E. "Amend and Resubmit": Contractor shall resubmit the Shop Drawing to the City/Professional. The resubmittal shall incorporate the City/Professional's comments highlighted on the Shop Drawing.
- F. "Rejected": Contractor shall correct, revise and resubmit Shop Drawing for review by City/Professional.
- G. "Record Copy" will be accepted for record purposes only.
- H. Resubmittals will be handled in the same manner as first submittals. For resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by City/Professional on previous submissions. The Contractor shall make any corrections required by the City/Professional.
- I. When the Shop Drawings have been completed to the satisfaction of the City/Professional, the Contractor shall carry out the Construction in accordance therewith and shall make no further changes therein except upon written instructions from the City/Professional.

3.05 **PRODUCT DATA**

- A. Submit not less than 1 electronic or 2 -copies, unless approved by the City/Professional. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to the Work.

3.06 **SAMPLES**

- A. Submit the number of samples specified in the respective Specification section, but no less than two (2). After review one (1) will be retained by the City. Reviewed samples that may be used in the Work are indicated in the Specification Section.
- B. Samples shall be of sufficient size to clearly illustrate:
 - 1. Each sample shall have a label indicating:
 - a. Name of Project
 - b. Name of Contractor and Subcontractor
 - c. Material or equipment represented
 - d. Place of origin
 - e. Location in Project
 - f. Specification title and number
 - g. Submittal number

3.07 **DRAWINGS, PRODUCT DATA AND CERTIFICATES**

- A. Each letter of transmittal shall identify each and every item transmitted by title, drawing number, revision number and date.
- B. The following is applicable to submitted videos, plans, drawings, and certificates:
 - 1. Each submittal shall identify applicable Standards.
- C. When resubmission is required, the City/Professional will return only one (1) marked up copies. A third submission from the same manufacturer will not be accepted.

3.08 **SUBSTITUTIONS**

- A. The substitution requirements of this Section are in addition to the requirements of the General Conditions.
- B. When a particular product is specified or called for, it is intended and shall be understood that the proposal tendered by the Bidder includes those products in his Bid. Substitutions will only be considered in cases where original materials are unavailable or in an instance where substitute can be proven superior in its planned application
- C. The intent of these specifications is to provide the City with a quality facility without discouraging competitive bidding. For products specified only by reference standards, performance and descriptive methods, without naming manufacturer's products, the Contractor may provide the products of any manufacturer complying with the Contract Documents, subject to the review of product data by the City/Professional as specified herein.
- D. The City/Professional's approval is required for substitutions.
- E. The Contract is based on the materials, equipment and methods described in the Contract Documents.
- F. Do not substitute materials, equipment or methods unless such substitution has been specifically approved for this Work by the City/Professional in writing. The Contractor must provide a submittal per this Section specifically requesting approval of the substitution. Failure to specifically identify the requested substitution may invalidate approval of a submittal.

3.09 **AVAILABILITY OF SPECIFIED ITEMS**

- A. Verify prior to bidding that all specified items will be available in time for installation during Construction for orderly and timely progress of the Work.
- B. In the event that specified items will not be available, notify the City/Professional prior to receipt of proposals.

PART 4 - PRODUCTS (NOT USED)**PART 5 - EXECUTION****5.03 SUBMITTAL PROCEDURES**

- A. On resubmittals, direct specific attention in writing or on the revised Drawings or sample to revisions other than the corrections required by City on previous submissions.
- B. All drawings, schematics, manufacturer's product data, certifications and other drawing submittals required for a system specification shall be submitted at one time as a package to facilitate interface checking.
- C. All Shop Drawings shall be accompanied with a transmittal letter providing the following information:
 - 1. Project Title and Contract Number
 - 2. Date
 - 3. Contractor's name and address
 - 4. The number of each Shop Drawing, project data, and sample required
 - 5. Notification of Deviations from Contract Documents
 - 6. Submittal Log Number conforming to specification section numbers
 - a. Submit each specification section separately.
 - b. Identify each Shop Drawing item required under respective specification section.
 - c. Identify resubmittal using specification section followed by A (first resubmittal), B (second resubmittal)...etc.

5.04 CITY'S / PROFESSIONAL'S REVIEW

- A. Corrections or comments made on Submittals during review do not relieve the Contractor from compliance with the requirements of the Specifications and standards. This check is only for review of general conformance. Any substitutions or changes shall be properly noted.
- B. Review Time:
 - 1. On a normal basis, each submittal will be returned to the Contractor within 2 working days of the date it is received. CCTV videos will be an exception.
 - 2. If, for any reason, the above schedule cannot be met, the Contractor will be so informed within a reasonable period.

END OF SECTION

SECTION 01516 COLLECTION SYSTEM BYPASS

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. SEWER BYPASSING AND DEWATERING

1. Contractor shall provide all isolation and bypass operations: The Contractor's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system and storm water main users while maintenance or construction operations (including rehabilitation, repair or replacement) are being performed on the segment(s) being bypassed and/or from which flow is being diverted by:
 - a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.
 - b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
 - c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
 - d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, storm water mains and waterways while flow bypass or diversion pumping takes place.
 - e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.
2. Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance or public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is completed, flow shall be returned to the sewer and all temporary equipment removed. The pumped storm water shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the storm water system. After the work is completed, flow shall be returned to the storm water mains and all temporary equipment removed.
3. When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic shall comprehensively, methodically and continuously:

- a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels.
 - b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
 - c. Check the integrity of hoses and couplings along the entire bypass/diversion system.
 - d. Monitor lubrication levels and top off as necessary.
 - e. Facilitate minor repairs as required.
 - f. Report to City on problems arising.
4. The Contractor shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The Contractor shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.
 5. In the event of accidental overflow or spillage, the Contractor shall immediately stop the overflow and take action to clean up and disinfect the spillage. The City shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.
 - a. Should fines be subsequently imposed as a direct result of the overflow or spillage and the Contractor is deemed to be entirely responsible, the Contractor shall pay such fines as are imposed by the authorities. The City shall pay no fine(s) where it is shown the Contractor was entirely responsible for any overflow or spillage.
 6. Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.
 7. The level of noise emitted from pumps must be within regulations/ordinance parameters.
 8. On all sewer mains which have sags or dips, to an extent that the television camera lens becomes submerged during the television inspection, the Contractor shall use a high pressure cleaner to draw the water out of the pipe, or other means, to allow inspection of the pipe and identification of pipe defects, cracks, holes and location of service connections.

1.02 SUBMITTALS

- A. Prior to implementation of any bypass, the Contractor will submit and receive City

acceptance of a bypass plan. The Contractor will submit to the County a comprehensive written plan for approval and acceptance that describes the intended bypass for the maintenance of flows during construction. The Contractor will also provide a sketch showing the location of bypass pumping equipment for each pump station or line segment(s) around which flows are being bypassed. The plan will include proposed tanker(s), pump(s), bypass piping, backup plan and equipment, work schedule, monitoring log for bypass pumping, monitoring plan of the bypass pumping operation, and maintenance of traffic plan.

2. PRODUCTS

2.01 GENERAL

- A. The Contractor will provide and maintain adequate equipment, piping, tankers, and other necessary appurtenances in order to maintain continuous and reliable wastewater service in all wastewater lines as required for construction. The Contractor will have tankers, backup pump(s), piping, and appurtenances ready to deploy immediately.
- B. All piping will be designed to withstand at least twice the maximum system pressure or a minimum of 50-psi, whichever is greater.
- C. When bypassing a pump station, one (1) back-up pump equal to the primary unit will be provided by the Contractor. Bypass pumps shall have a maximum rating of 55 decibels for sound attenuation.

3. EXECUTION

3.01 GENERAL

- A. The Contractor shall have all materials, equipment and labor necessary to complete the repair, replacement, or rehabilitation on the job site prior to isolating the gravity main segment, manhole, or pump station. The Contractor will demonstrate that the temporary bypass pumping system is in good working order and is sufficiently sized to successfully handle flows by performing a test run for a period of 24-hours prior to beginning the Work.

3.02 TRAFFIC CONSIDERATIONS

- A. The Contractor shall locate bypass pumping suction and discharge lines so as to not cause undue interference with the use of streets, private driveways, and alleys, to include the possible temporary trenching of piping at critical intersections. Additional traffic maintenance requirements are found in Section 01570 "Maintenance of Traffic".

3.03 BYPASS OPERATION

- A. The Contractor shall submit a bypass plan to the City and the bypass plan must be

approved before the bypass is operational to perform the Work. Contractor shall maintain the wastewater system flow and no surcharging will be allowed to occur out of the system.

- B. Where Work requires the main or pump station to be taken out service after normal working hours and bypass pumping is being used; the Contractor shall be responsible for monitoring the bypass operation 24-hours per day, 7-days per week. Any electronic monitoring in lieu of on-site monitoring must be detailed in the comprehensive written bypass plan.
- C. The Contractor shall ensure that no damage will be caused to private property as a result of bypass pumping operations. The Contractor will complete the Work as quickly as possible and pass all tests and inspections before discontinuing bypassing operations and returning flow to the wastewater manhole, main, or pump station.
- D. During bypassing, no wastewater will be leaked, dumped, or spilled in or onto, any area outside of the existing wastewater system.
- E. The Contractor shall immediately notify the City should a sanitary sewer overflow (SSO) occur. The Contractor shall take the necessary action to wash down, clean up and disinfect the spillage area to the satisfaction of the City or other governmental agency.
- F. The Contractor shall cease bypass operations and return flows to the new and/or existing sewer when directed by the City. When bypass operations are complete, all bypass piping shall be drained into the wastewater system prior to disassembly.

3.04 CONTRACTOR LIABILITY

- A. The Contractor shall be responsible for all required pumping, equipment, piping, and appurtenances to accomplish the bypass and for any and all damage that results directly or indirectly from the bypass pumping equipment, piping and/or appurtenances. The Contractor shall also be liable for all City personnel labor and equipment costs, penalties and fines resulting from sanitary sewer overflows. It is the intent of these specifications to require the Contractor to establish adequate bypass pumping as required regardless of the flow condition.

END OF SECTION

SECTION 01570 MAINTENANCE OF TRAFFIC

PART 1 - GENERAL

1.01 DESCRIPTION

This section includes identifying safety hazards and then furnishing all necessary labor, materials, tools, and equipment including, but not limited, to signs, barricades, traffic drums, cones, flashers, construction fencing, flag persons, variable message boards, uniformed police officers, warning devices, temporary pavement markings, temporary sidewalk, delineators, etc., to maintain vehicular and pedestrian traffic through and adjacent to the project area. These measures and actions shall be taken to safely maintain the accessibility of public and construction traffic by preventing potential construction hazards. . All materials, work and incidental costs related to Maintenance of Traffic will be paid for at the contract lump sum price.

1.02 REQUIREMENTS

- A. The Traffic Control Plan shall conform to the following standards:
 - 1. Standard Specifications for Road and Bridge Construction, latest edition including all subsequent supplements issued by the Florida Department of Transportation, (FDOT).
 - 2. Manual on Uniform Traffic Control Devices for Streets and Highways by U.S. Department of Transportation, Federal Highway Administration.
 - 3. All references to the respective agencies in the above referenced standards shall be construed to also include the municipality as applicable for this Work.
- B. Sequence the Work in a manner that will minimize disruption of vehicular and pedestrian access through and around the construction area.
- C. Traffic planning and control for the maintenance and protection of pedestrian and vehicular traffic affected by the Contractor's Work includes, but is not limited to:
 - 1. Construction and maintenance of any necessary detour equipment and facilities.
 - 2. Providing necessary facilities for access to residences and businesses.
 - 3. Furnishing, installing, and maintenance of traffic control and safety devices (e.g. signage, barricades, barriers, message boards, etc.), and flag persons as appropriate during Construction.
 - 4. Control of water runoff, dust and any other special requirements for safe and expeditious movement of traffic.
- D. Planning, maintenance and control of traffic shall be provided at the Contractor's expense. The Contractor will bear all expense of maintaining the vehicle and pedestrian traffic throughout the work area.
- E. The Contractor will ensure all personnel involved in traffic control are and capable of

communicating with the public. The Contractor may be required to hire off-duty uniformed police officers, in addition to flag persons, to direct and maintain traffic. Locations and conditions requiring such uniformed police officers shall be as directed by the City. The Contractor shall be required to utilize uniformed police officers for work within FDOT maintained ROW, road closures affecting school traffic and during all night work involving a road closure or crossing on nonresidential roads.

- F. The Contractor will remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

1.03 SUBMITTALS

- A. Submit at Contractor's own expense a Traffic Control Plan for approval by the controlling roadway agency (FDOT, St. John's County Public Works or other local government) having jurisdiction over the road for approval.
 - 1. The Traffic Control Plan will detail procedures and protective measures proposed by the Contractor to provide for protection and control of traffic affected by the Work consistent with the following applicable standards:
 - a. Standard Specifications for Road and Bridge Construction, latest edition including all subsequent supplements issued by the Florida Department of Transportation, (FDOT Spec.).
 - b. Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, FDOT.
 - c. Right-of-Way Utilization Regulations, St. John's County, Florida, latest edition.
- B. All references to the respective agencies in the above referenced standards shall be construed to also include the municipality as applicable for this Work.
- C. The Traffic Control Plan will be signed and sealed by a Professional Engineer registered in the state of Florida and shall include proposed locations and time durations of the following, as applicable:
 - 1. Pedestrian and public vehicular traffic routing.
 - 2. Lane and sidewalk closures, other traffic blockage and lane restrictions and reductions anticipated to be caused by construction operations. Show and describe the proposed location, dates, hours and duration of closure, vehicular and pedestrian traffic routing and management, traffic control devices for implementing pedestrian and vehicular movement around the closures, and details of barricades.
 - 3. Location, type and method of shoring to provide lateral support to the side of an excavation or embankment parallel to an open travel-way.
 - 4. Allowable on-street parking within the immediate vicinity of worksite.
 - 5. Access to buildings immediately adjacent to worksite.
 - 6. Driveways blocked by construction operations.
 - 7. Temporary traffic control devices, temporary pavement striping and marking of streets and sidewalks affected by construction
 - 8. Temporary commercial and industrial loading and unloading zones.
 - 9. Construction vehicle reroutes, travel times, staging locations, and number and size of

vehicles involved.

- D. Obtain and submit prior to erection, or otherwise impacting traffic, all required permits from all authorities having jurisdiction, excluding City of St. Augustine Public Works, if applicable.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. The Contractor shall furnish, erect, and maintain all necessary traffic control devices, including flag person, in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways published by the U.S. Department of Transportation, Federal Highway Administration.
 - 1. **FLAG PERSONS**
 - a. All flag persons used on this Project will adhere to the following requirements:
 - b. Any person acting as a flag person on this Project will have attended a training session taught by a Contractor's qualified trainer before the start date of this Contract.
 - c. The Contractor's qualified trainer will have completed a "Flag person Train the Trainer Session" in the 5-years previous or before the start date of this Contract and will be on file as a qualified flag person trainer.
 - d. The flag person trainer's name and Qualification Number will be furnished by the Contractor at the Pre-Construction meeting. The Contractor will provide all flag persons with the Flag Person Handbook and will observe the rules and regulations contained therein. This handbook will be in the possession of all flag person while flagging on the Project.
 - e. Flag persons will not be assigned other duties while working as authorized flag persons.
 - f. Any person replacing flag person for break shall have the same training.

PART 3 - EXECUTION

3.01 NOTIFICATIONS

- A. The Contractor will notify individual owners, owner's agents, and tenants of buildings affected by the construction, with copies to the city, 72-hours in advance of any construction activities.
- B. The Contractor shall notify residents and pedestrians via variable message boards no later than 10 days prior to the closure of any road, lane or pedestrian thoroughfare.
- C. The Contractor shall notify Emergency Management Services agencies, St. Johns

County EOC no less than 7 days prior to such closures or whenever roads are impassable.

- D. Implement closing of vehicle or pedestrian thoroughfare in accordance with the construction drawings and the approved Traffic Control Plan.
- E. The Contractor will immediately notify the City of any vehicular or pedestrian safety or efficiency problems incurred as a result of the construction of the Project.

3.02 GENERAL TRAFFIC CONTROL

- A. The Contractor will sequence and plan construction operations and will generally conduct Work in such a manner as not to unduly or unnecessarily restrict or impede normal traffic.
- B. Unless otherwise provided, all roads within the limits of the Work will be kept open to all traffic by the Contractor. The Contractor will keep the portion of the project being used by public traffic, whether it is through or local traffic, in such condition that traffic will be adequately accommodated.
- C. The Contractor will be responsible for installation and maintenance of all traffic control devices and requirements for the duration of the construction period. Necessary precautions for traffic control will include, but not be limited to, warning signs, signals, lighting devices, markings, barricades, canalizations, and hand signaling devices.
- D. The Contractor will provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages and farms.
- E. The Contractor will provide emergency access to all residences and businesses at all times. Residential and business access will be restored and maintained at all times outside of the Contractor's normal working hours.
- F. Traffic is to be maintained on one section of existing pavement, proposed pavement, or a combination thereof. Alternating one-way traffic may be utilized and limited to a maximum length of 500-feet during construction hours. Lane width for alternating one-way traffic will be kept to a minimum width of 10-feet, or as directed by the City.
- G. Travel lanes and pedestrian access will be kept reasonably smooth, dry, and in a suitable condition at all times.
- H. The Contractor will make provisions at all "open cut" street crossings to allow for free passage of vehicles and pedestrians, either by bridging or other temporary crossing structures. Such structures will be of adequate strength and proper construction and will be maintained by the Contractor in such a manner as not to constitute an undue traffic hazard.

- I. The Contractor will keep all signs in proper position, clean, and legible at all times. Care will be taken so that weeds, shrubbery, construction materials, equipment, and soil are not allowed to obscure any sign, light, or barricade. Signs that do not apply to construction conditions should be removed or adjusted so that the legend is not visible to approaching traffic.
- J. The City may determine the need for, and extent of, additional striping removal and restriping.
- K. Excavated material, spoil banks, construction materials, equipment and supplies will not be located in such a manner as to obstruct traffic, as practicable. The Contractor will immediately remove from the site all demolition material, exercising such precaution as may be directed by the City. All material excavated shall be disposed of so as to minimize traffic and pedestrian inconvenience and to prevent damage to adjacent property.
- L. During any suspension, the Contractor will make passable and open to traffic such portions of the Project and/or temporally roadways as directed by the City for accommodation of traffic during the anticipated period of suspension. Passable conditions will be maintained until issuance of an order for the resumption of construction operations. When Work is resumed, the Contractor will replace or renew any Work or materials lost or damaged because of such temporary use in every respect as though its prosecution had been continuous and without interferences.

END OF SECTION

SECTION 02761

CLEANING SANITARY AND STORM SEWER SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Work covered in this section consists of cleaning sewer and sanitary lateral lines and storm water outfalls prior to the internal television inspection(s) for new or existing Storm and wastewater systems.
- B. Sanitary Gravity Main, Lateral and Storm Sewer Cleaning: The intent of gravity main cleaning is to remove debris that may be causing a reduction in flow capacity, potential sewer backups, or that limits the ability to evaluate the structural condition of the pipe segment. On all sewers, the Contractor shall perform sewer-cleaning work to an acceptable level as necessary to perform a thorough television inspection of the sewer. An acceptable level is defined as the removal of all debris throughout the pipe segment cleaned. If the pipe condition is such that cleaning may cause a potential collapse, then the pipe shall be televised without attempting to clean it pending approval by the City.
- C. Water for Cleaning: The City shall provide access to water via fire hydrants for cleaning and other work items requiring water. The Contractor will be responsible for obtaining a transient water meter and paying for water used during course of cleaning. Additional compensation will be scheduled for extending water for cleaning greater than 500 feet from the main section to be cleaned.
- D. Recovering of Equipment: The Contractor will be responsible for recovering any equipment that becomes lodged or lost in the pipeline. The Contractor will be responsible for all costs associated with required evacuation, restoration of roads and easements, and repairs to pipes and manholes as needed to restore the pipeline and appurtenances back to their original conditions.
- E. Maintenance of Traffic (MOT)
Refer to General Requirements Section 01570, Maintenance of Traffic requirements.
- F. Existing Utilities: The Contractor must take the necessary precautions for the protection of any utility encountered on the project or the restoration of any utility damaged during the work.
 - 1. If an excavation is required, the Contractor shall notify, at least 48 hours before breaking ground, all public or private service corporations having wire, poles, pipes, conduit, manholes, or other structures that may be affected by this operation, including all structures which are affected and not shown on these plans. Owners of underground utilities, which are members of the state's one call service, can be notified by calling. Non-member underground utility Owners must be called directly.
 - 2. All maintenance, repair, and replacement of existing utilities shall be in

accordance with the rules and regulations of the various utility companies having jurisdiction.

3. All existing storm sewers, driveway drains, surface drain pipes and other property, removed or damaged during work to clean and inspect the sewers shall be repaired and reconnected by the Contractor as directed by the City at no additional cost to the City.

3.

G. Request for Supplementary Information

4.

1. It shall be the responsibility of the Contractor to make timely requests of the City for supplemental information, which should be furnished by the City under the terms of this contract, and as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay.
2. B. Each request shall be in writing, and list the various items and the latest day by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if required, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for all delays arising from failure to comply with this section.

H. Use of Premises

1. The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the property Owner and/or Owner or Prime Contractor as appropriate to do so. A copy of such written permission shall be furnished to the City prior to accessing the site.
2. It shall be the Contractor's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense.
3. If the Contractor finds it necessary to obtain additional working area, it shall be the Contractor's responsibility for its acquisition.
4. The Contractor shall, at no additional expense, restore such property to the original condition in the sole and unfettered opinion of the property Owner. The Contractor must take photographs and/or videos of existing properties prior to disturbance of each property, and make a copy available to the City.
5. All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the City.
6. The Contractor shall ensure all employees have a badge or visible identification during any time that they on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

I. Protection of Trees

1. The Contractor shall avoid any unnecessary damage to trees. Branches which overhang the project limits and which interfere with the operation of equipment shall be tied back to avoid damage, if possible. Where injury to branches is

unavoidable, the branches shall be sawed off neatly at the trunk or main branch, and the cut area shall be protected with approved pruning spray immediately. The Contractor at no additional expense shall remove any trees damaged beyond saving, and make restitution to the Owner (public or private).

J. Fencing

1. Any fences, including hedge and shrubs, that need to be removed to facilitate the work shall be replaced, in kind or with repairs satisfactory to the Owner, at the Contractor's expense. Replacement of fences, hedges, and shrubs shall be considered incidental to the contract and not measured for payment.

K. Restoration

1. All roadway berms and drainage ditches disturbed by the work shall be restored, reshaped, and graded to drain.
2. Pavement restoration, if necessary, shall conform to the City, County, or State standards and specifications depending upon who has jurisdiction for the street. Trench backfill and compaction shall be in conformance with the local street restoration jurisdiction.
3. The remediation of sunken trenches caused by activities conducted in this contract shall be the Contractor's responsibility. Sunken areas shall be backfilled and compacted to meet adjoining grades; the surface shall be re-seeded or resurfaced with asphalt or concrete matching the existing surfacing.
4. The Contractor shall restore unpaved areas by seeding and mulching. No direct payment will be made for seeding and mulching.
5. Driveways shall be restored in accordance with Owner's regulations, or the Owner's Specifications depending upon who has jurisdiction for the driveway.
6. All disturbed areas shall be restored as nearly as possible to their original condition.
7. All restoration shall be completed in strict accordance with the appropriate items of the standards, specifications or matching the pre-work conditions as directed by the Owner.
8. The cost of all restoration of streets, drives, walks; sod, etc. shall be incidental to the contract and not measured for payment.
9. Restoration shall be kept current with the project work. Failure to keep restoration of these items completed reasonably close shall result in a stop work notice and delay of payment until such restoration is completed to the satisfaction of the Owner.

L. Cleanup

- a. The Contractor shall keep the work area in an uncluttered condition by the frequent removal of debris. The Contractor shall remove all debris and unused material and leave the area in a condition similar to the condition of the area before any work was performed.

M. Property Damage

1. The Contractor shall immediately investigate any and all reports of sewage backing up into fixtures served by the sewer section that is being cleaned or

televised.

2. The Contractor will be required to notify the City immediately if he causes any damage to private or public property caused by activities related to this contract. The Contractor shall make repairs and/or clean the property immediately in a timeframe that is acceptable to the Owner.

N. Access to Municipal Water Supplies

1. Will be defined by the City with each work order proposal request.

O. Reference Technical Specification 02766, Sanitary Sewer Obstruction Removal for requirements related to protruding taps and other obstructions and for further requirements regarding root removal.

1.02 CLEANING EQUIPMENT

C. Hydraulically Propelled Equipment:

1. The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery for grease removal. Special precautions to prevent flooding of the sewers and public or private property shall be taken at all times. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease of obstruction.

B. High-Velocity Jet (Hydro-Cleaning) Equipment:

1. All height velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of $\frac{3}{4}$ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action of 15 to 45 degree in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the City, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated underground.

C. Mechanically Powered Equipment:

1. Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to ensure sufficient pulling power. Machines shall have an overload device. Machines with direct drive that could cause damage to the pipe will not be used. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750-feet of rod. The rod shall be specially heat-treated steel, designed for the purpose intended. The machine shall have a positive rod drive and produce a 2,000 pound rod pull. To ensure safe operation, the machine shall be fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. All electrical drops required by the Contractor shall be arranged by the Contractor.

D. Vacuum machines:

1. May be used for removal of materials from manholes when other cleaning equipment is used to dislodge and transport material to the access point.

E. Combination Cleaner:

1. For cleaning small and large diameter sewer, the Contractor may use a combination hydraulic high volume water and solids separation system. Water volume of up to 250-gpm at or above 2,000-psi will move solids to the downstream manhole in high flow conditions. The separation system will dewater solids to 95 % (passing a paint filter test) and transfer them to a dump truck, if needed, for transport to a water reclamation facility, approved landfill, or other location specified by the County or designee. Wash water will be filtered to a point where it can be used in the pump for continuous cleaning. No bypassing of sewer flows will be necessary. The unit shall be capable of 24-hour operation and the unit shall not leave the manhole until a section is fully cleaned.

1.03 CAPTURE AND REMOVAL OF DEBRIS:

- A. The Contractor shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole, inlet, or outfall downstream of the line segment being cleaned, and for removing the debris from the structure before any damage is caused to the system performance and/or system equipment such as pump/lift stations, check valves, flow-ways, etc. The cost of all system downtime and repairs to restore operational status resulting from construction debris damage that in the City's opinion was reasonably preventable will be borne by the Contractor.
- B. Disposal of material removed during cleaning of storm water facilities will be taken to the City Waste Water Treatment Plant solid waste disposal facility located at 501 Riberia Street.

1.04 QUALIFICATIONS

- A. Refer to General Requirements Section 01101 article 1.02.A for minimum qualifications.

1.05 SHOP DRAWINGS AND SUBMITTALS

- A. Submittals shall be submitted to the City for review and acceptance prior to cleaning.

1. Schedule of work:

- a. Work Schedule. This schedule shall outline the sequence in which the Contractor proposes to conduct his operations and shall be submitted to the City two weeks in advance of performing work and provide the City a reasonable opportunity to observe and inspect work. The Contractor shall use a time-scaled format listing each segment of sewer to be cleaned. The level of detail of activities shall provide clear, concise communication of the plan of work. At a minimum, activities showing initial mobilization, start-up, and cleaning.
- b. Original and updated schedules must be provided to the City in writing. The software used for producing the schedules must have the capability to tailor the form and format of schedules, and accompanying reports, may be use of Microsoft excel, project with similar formats.
- c. The City may require additional updates to the schedule as changes occur. These additional updates will be submitted to the City within 24 hours of the request. Changes to the schedule are subject to approval of the City.
- d. Schedule is to be updated weekly

2. Proposed cleaning equipment.

3. Method of documenting type of cleaning, as described in paragraph 3.09.D Cleaning, required for each segment of piping to be cleaned.

4. Cleaning log in a format acceptable to the City for purposes of recording pertinent information relative to the storm water main and sanitary sewer main and structures being cleaned.

- B. Post Cleaning submittal.

1. Cleaning log including any pertinent information observed during cleaning.

A daily log shall be maintained to record the location of the manholes and sewer lines, lengths of the lines cleaned, method of cleaning, line sizes, identify type of cleaning (light, medium, or heavy), and type of debris moved. Observations are to be recorded on a cleaning report form.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall furnish and maintain, in good condition, all cleaning and equipment necessary for proper execution of the work.

- B. Maintaining Flow: It will be the responsibility of the Contractor, throughout the tenure of this contract, to provide and maintain sufficient flow at all times to pass any flash of storm flow of drainage ditches and prevent any backwater flooding due to obstruction caused by cleaning equipment.
- C. Work notices are to be provided to property owners 48 hours prior to beginning work. A copy of the notices will also be provided to the City at the time they are provided to property owners.

3.02 SITE VISIT:

- A. The Contractor shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes or inlets.
- B. The Contractor shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the City representative so that City personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the Contractor excavate buried manholes without prior authorization from the City.

5.03 QUALITY ASSURANCE:

- A. Refer to Section 01101 article 3.03 and 304 for quality assurance and inspection requirements.

5.04 ISOLATION AND BYPASS OPERATIONS

- A. Refer to Section 02762 article 3.04 for provisions regarding isolation and bypass.

3.05 CLEANING PRECAUTIONS

- A. All necessary precautions shall be taken to protect the sewer from damage during all cleaning and preparation operations. Precautions shall also be taken to ensure that no damage is caused to public or private property adjacent to or served by the sewer or its branches. The Contractor shall pay for and restore, at no additional costs to the City, any damage caused to public or private property because of such cleaning and preparation operations.
- B. Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant. All requirements shall be met when accessing a fire hydrant including but not limited to meters, backflow preventers, and properly trained personnel. It shall be the Contractor's responsibility to meet all state and local requirements.

5.06 **HYDRAULIC CLEANING METHODOLOGY:**

- A. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the storm water main or sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the storm water main or sewer line.

5.07 **MECHANICAL CLEANING METHODOLOGY:**

- A. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.
- B. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliance dragged through storm water main or sewer line with power winches of suitable size and horsepower.
- C. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to ensure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.

5.08 **SPECIAL CLEANING REQUIREMENTS FOR CAST IRON PIPE:**

- A. After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleaned of tuberculation, including rust build-up and mineral deposits. For pipe diameters greater than 24-inch, the Contractor may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; For pipe diameters less than or equal to 24-inch, all tuberculations shall be removed using either a high pressure water blaster capable of delivering a minimum 40 gallons per minute at a pressure of 10,000 psi, mechanically or hydraulically driven chain flail, grinding chain cutters or other suitable means of removal of tuberculation. However, no equipment shall be used which may damage the pipe, manholes, street, or downstream pump stations without arranging emergency provisions to repair or replace the main being cleaned.

5.09 **CLEANING**

- A. If cleaning of an entire sewer section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning attempted again. If results of the cleaning are favorable, the Contractor will proceed with the TV inspection. All sludge, dirt, sand, rocks, and other solid or semisolid materials resulting from the cleaning operation shall be removed from the downstream manhole of the section being cleaned. The Contractor shall not be responsible for removing mortar or other material that is securely attached to the pipe walls or joints.

- B. Materials shall be disposed of from the site at least once at the end of each workday. The Contractor will be responsible for the disposal of materials removed from the sewer system. All sewer-cleaning efforts shall require documentation of all quantities and types of materials removed during cleaning.
- C. The designated sewer manhole or inlet structure sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment approved by the City. Cleaning shall consist of normal hydraulic jet cleaning to facilitate the internal CCTV inspection.
- D. Types of cleaning of sanitary and storm sewers:
 - 2.
 - 1. Light cleaning of sanitary sewers consists of removal of up to 25 % of 10", 15% of up to 15" and 10% of up to 20" pipe settled deposits. Light cleaning of laterals will consist of flushing water into a cleanout. The removal of roots, barnacles/oysters and/or tuberculation would be considered a separate item.
 - a. Light cleaning of storm sewers consists of 0 to 19% silt.
 - 2. Medium cleaning of sanitary sewers consists of removal up to 40% of an 8", up to 25% of 12", up to 20% of 16" and up to 18% of 20" pipe settled deposits. Medium cleaning of laterals will consist of 1 to 4 passes with a jet nozzle. Resulting in removal of greater than ¼ and up to and including ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate item.
 - i. Medium cleaning of storm sewers consists of removal from 20% to 50% silt.
 - 3. Heavy cleaning of sanitary sewers consists of removing heavy grease, debris, and roots. Resulting in the removal of greater than ½ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation would be considered a separate item.
 - a. Heavy cleaning of storm drains consists of greater than 50% silt.
 - 4. Descaling of Ductile/Cast Iron pipe: Multiple passes with mechanical equipment to remove scale build up to restore pipe to original inside diameter.
- E. Selection of the equipment used shall be based on the conditions of lines at the time the Work commences. The equipment and methods selected shall be satisfactory to the City. The equipment shall be capable of removing dirt, grease, rocks, sand, debris, other materials, and obstructions from the sewer lines, laterals, and manholes.
- F. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. The intent of preparatory cleaning is to provide sufficient cleaning to ensure camera passage and the internal conditions of the pipeline can be fully assessed.
- G. If the City establishes that a particular section of the pipeline cannot be adequately cleaned due to broken, collapsed, or void areas, then the inspection will be attempted up to the obstruction.

5.10 **STORM DRAIN OUTFALL BARNACLE/OYSTER REMOVAL**

- A. Removal of barnacle, oyster or similar build up at the end of stormwater pipes shall be removed at the face of the stormwater outfall (i.e. Headwall) and up into the stormwater

pipe a distance at least two times the existing pipe diameter. Additionally, all outfall pipe cleaning shall include cleaning of the headwall structure 24-inches around all pipe sizes. For example, a 36-inch stormwater pipe would be cleaned from barnacle, oyster or similar build up at least 72-inches into the pipe itself, and 24-inches around the outfall pipe on the headwall structure

5.11 **ROOT REMOVAL**

- A. Reference Technical Specification 02766, Sanitary Sewer Obstruction Removal for requirements regarding root removal.

5.12 **MATERIAL REMOVAL AND DISPOSAL**

- A. All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Contractor shall provide appropriate screening to stop passing of materials into downstream sewers. All solid or semisolid materials dislodged during cleaning operations shall be removed from the sewer by Contractor at the downstream manhole of the sewer section being cleaned. The passing of dislodged materials downstream of the sewer segment being cleaned shall not be permitted. In such an event, as observed or detected by the City or any third party, Contractor shall be responsible for cleaning the affected downstream sewers in their entirety, at no additional cost to the City.
- B. The Contractor shall be responsible for the disposal of all waste materials and shall transport waste materials to the nearest City Wastewater Treatment Plant for processing. City shall approve all waste material disposal schedules. The selected Contractor(s) shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the Contractors equipment.
- C. The contractor shall be responsible for conforming to any and all requirements regarding hauling and disposal of waste from each work site in accordance with OSHA regulations and those that may be mandated by federal, state, or local governments. The contractor shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3 Florida Administration Code, as may be amended from time to time.
- D. The Contractor shall keep his haul route and work area(s) neat, clean, and reasonably free of odor, and shall bear all responsibility for the cleanup of any spill.

5.13 **ACCEPTANCE OF CLEANING OPERATION**

- A. Acceptance of sanitary sewer and storm water pipe and structure cleaning shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the City. If television inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the sewer line at no additional cost until the cleaning is shown to be satisfactory.

- B. In addition, on all sanitary sewers which have sags or dips, to an extent that the television camera lens becomes submerged during the television inspection, the Contractor shall use a high pressure cleaner to draw the water out of the pipe, or other means, to allow the full circumferential view of the pipe and identification of pipe defects, cracks, holes, and location of service connections.

END OF SECTION

SECTION 02762

TELEVISIONING SANITARY AND STORM SEWER SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

The Work covered within this Section is for the internal closed circuit television (CCTV) inspection of sanitary and storm sewer pipes. The Contractor shall perform sewer-televising work as necessary to thoroughly document the condition of all sewers, service lateral connections, and manhole corbel, barrel and cone-sections in the study area. The sanitary sewer and service laterals shall be carefully inspected to determine alignment, grade variations, separated joints, location and extent of any deterioration, breaks, obstacles, obstructions, debris, quantities of infiltration/inflow and the locations of service connections.

The quality of all Work specified in this Section shall meet or exceed the requirements of the National Association of Sewer Service Companies (NASSCO) Recommended Specifications for Sewer Collection System Rehabilitation (latest edition), except as described in this Section. Applicable portions of this Section that inadvertently fall below those standards shall be corrected and maintained at the NASSCO standards as a minimum requirement, at no additional cost to the City.

Refer to General Requirements Sections 01101, Special Requirements (Gravity Inspection Only), Section 01516, Collection System Bypassing, and Section 01570, Maintenance of Traffic for requirements related to CCTV inspections.

1.02 REQUIREMENTS

- A. The Contractor shall inspect the sewer interior using a color closed circuit television camera (CCTV) and document the inspection on a digital recorder. All inspection video shall be captured in either MPEG or Windows Media Video (.WMV) file format and saved portable hard drives for submittal. Each inspected main line sewer reach, referenced manhole to manhole, manhole to inlet, inlet to inlet, inlet or manhole to outfall, and each inspected sewer lateral referenced to the property address and corresponding sewer main should have an associated MPEG or WMV file. Digital photographs (.JPG files), inspection reports (.PDF files) and any handwritten inspection logs or field maps shall accompany the video inspections for each sewer reach (manhole-to-manhole) or lateral inspected.
- B. Contractor shall provide inspection video, data and reports in accordance with the requirements specified herein. Contractor shall provide all video on portable hard drive as specified. All Work will conform to current NASSCO Pipeline Assessment Certification Program (PACP) coding conventions and all software used by the Contractor will be PACP compliant. An electronic database will be provided by the Contractor in a PACP exported format approved by the City.

- C. The Contractor shall provide comments as necessary to fully describe the existing condition of the sewer on the inspection forms.
- D. Contractor shall be responsible for modifications to equipment and/or inspection procedures to achieve report material of acceptable quality.
- E. No Work shall commence prior to approval of the submitted material by the City. Once accepted, the report material shall serve as a standard for the remaining Work.
- F. Site to be restored to pre-inspection conditions.
- G. Contractor shall ensure that employee's vehicles display company logo on side doors and company phone numbers. No personal vehicles are to park at the job site.

1.03 QUALIFICATIONS AND QUALITY

- A. Refer to Section 01101 articles 1.02, 3.03 and 3.04 for general qualifications, quality assurance and CCTV inspection QA/QC procedures.

1.04 SUBMITTALS

Submittals shall be provided to the City for review and acceptance prior to construction as listed and described in the individual General Requirements and Technical Specification sections. Work performed for which a submittal or shop drawing is required that has not been reviewed by the City or responsible agencies shall be considered installed at the Contractor's risk.

- A. Submittals associated with this section submitted under another Section.
 - 1. Refer to Section 01516 for Generic by-pass pumping plan submittal.
 - 2. Refer to Section 02761 for SDS submittal.
 - 3. Work schedule, refer to Section 02761, Cleaning Sanitary and Storm Sewer Systems, and article 1.03.2.1 for requirements.
 - 4. Maintenance of Traffic is covered in General Requirements Section 01570.
 - 5. CCTV video sample, Section 01101.
- B. Submittals under this section.
 - 1. PACP certificate copies of all operators.
 - 2. Footage calibration report for each camera used.
 - 3. Work schedule, refer to Section 02761, Cleaning Sanitary and Storm Sewer Systems, and article 1.03.2.1 for requirements.
 - 4. Maintenance of Traffic is covered in General Requirements Section 01570.
- C. The following deliverables shall be submitted on a portable hard drive at the completion of inspection:
 - 1. Storm water main and sanitary sewer main and lateral pre- and post- work inspection videos saved in MPEG format or Windows Media video format
 - 2. Electronic version (.pdf) of the pipe inspection reports

3. PACP export pipe inspection database (.mdb)
 4. Inspection digital photographs in JPEG format
 5. Map of sub area depicting area inspected, inspection status, asset identification numbers and mark ups
 6. QA/QC report.
- D. The above deliverables shall be submitted monthly, or shorter frequency depending on the duration of the work order, to the City for approval. Application for payment shall be made after review and approval by the City.
- E. The sewer inspection video, report documents, and sewer inspection database shall be in accordance with City data standards and NASSCO PACP.

5.14 NOTIFICATION

- A. Contractor shall notify the City a minimum of 4-work days prior to performing any inspection work. No payment will be made for inspections performed without proper notification.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. Closed Circuit Television Camera: The television camera used for the inspection shall be one specifically designed and constructed for sanitary sewer inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100 % humidity/submerged conditions. The CCTV camera equipment will provide a view of the pipe ahead of the equipment and of features to the side of the equipment through turning and rotation of the lens. The camera shall be capable of tilting at right angles along the axis of the pipe while panning the camera lens through a full circle about the circumference of the pipe. The lights on the camera shall also be capable of panning 90° (degrees) to the axis of the pipe.

The radial view camera must be solid-state color and have remote control of the rotational lens. The camera shall be capable of viewing the complete circumference of the pipe and manhole structure, including the cone-section or corbel. Cameras incorporating mirrors for viewing sides or using exposed rotating heads are not acceptable. The camera lens shall be an auto-iris type with remote controlled manual override.

If the equipment proves to be unsatisfactory, it shall be replaced with adequate equipment. The camera unit shall have sufficient quantities of line and video cable to inspect 2 complete, consecutive sewer reaches with access approximately 750-feet apart.

The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the City. The television camera, electronic systems and monitor shall provide an image that meets the following

specifications, or approved equal:

1. The gray scale shall show equal changes in brightness ranging from black to white with a minimum of five stages.
2. With the monitor control correctly adjusted, the 6-colors; Yellow, Cyan, Green, Magenta, Red, and Blue, plus black and white shall be clearly resolved with the primary colors in order of decreasing luminance. The gray scale shall appear in contrasting shades of gray with no color tint.
3. The picture shall show no convergence or divergence over the whole of the picture. The monitor shall be at least 13-inches diagonally across the picture tube.
4. The live picture on the CCTV monitor shall be capable of registering a minimum of 470 lines horizontal resolution and be a clear, stable image with no interference.
5. Lighting intensity shall be remote controlled and shall be adjusted to minimize reflective glare. Lighting and camera quality shall provide a clear in-focus picture of the entire inside periphery of the sewers and laterals for all conditions except submergence. Under ideal conditions (no fog in the sewer) the camera lighting shall allow a clear picture up to 5 pipe diameter lengths away for the entire periphery of the sewer. The lighting shall provide uniform light free from shadows or hot spots.
6. The camera light head shall include a high-intensity side viewing lighting system to allow illumination of internal sections of lateral sewer connections.
7. Camera focal distance shall be remotely adjustable through a range of 6-inches to infinity.
8. Picture quality and definition shall be to the satisfaction of the City.
9. The monitor and software shall also be able to capture and save screen images of typical sewer details and all defects. Screen images shall be embedded into the pipe inspection report document submitted with the inspection video.
10. The video camera shall be capable of displaying on screen data as specified in paragraph 3.08 herein.
11. Depth gage: The camera shall have a depth gage or approved method to measure deflection in the pipe and joint separation approved by the City. The camera shall have zoom capabilities to be able to view the entire depth of a 20-foot deep manhole from the bottom during inspection.
12. The camera lens shall be kept clear of condensation and debris during the CCTV inspection.
13. Camera equipment must have independent lab approval for use in Class 1, Group 0 Hazardous locations per NFPA.

B. Lateral Video Camera

1. Refer to Technical Specification Section 02763, Television Sanitary Sewer Laterals, and article 1.04 for specifics equipment requirements.
2. Lateral cameras may be push type or launched from the sewer main line. Lateral cameras shall be color, shall be self-leveling, and equipped with a footage counter to provide on-screen display of footage measurement. Monitor resolution shall be as specified above in paragraph 2.01 A Close Circuit Television Camera, or approved equal

C. Video Capture System

The video and audio recordings of the sewer inspections shall be made using digital video equipment. A video enhancer may be used in conjunction with, but not in lieu of, the required equipment. The digital recording equipment shall capture sewer inspection on hard drive, with each sewer reach inspection recorded as an individual movie file (.MPEG, .MPG, or .WMV) or approved equal. The video files will be named in accordance with the City file naming convention contained in paragraph 3.11 herein.

1. The video file names will be referenced in the inspection database and in an inspection report generated in PDF format. The pipeline collection and real time video capture and data acquisition systems shall be provided.
2. The system shall use the most current PACP compliant application software and shall be fully object oriented or approved equal. It shall be capable of printing pipeline inspection reports with captured images of defects or other related significant visual information on a standard color printer.
3. The imaging capture system shall store digitized color picture images and be saved in digital format on a hard drive or approved equal. Also, this system shall have the capability to supply the City with inspection data reports for each line segment.
4. The Contractor shall have the ability to store the compressed video files in industry standard and approved City format and be transferable with the PACP compliant inspection database.
5. The Contractor's equipment shall have the ability to "Link". "Linking" is defined as storing the video time frame code with each observation or defect with the ability to navigate from/to any previously recorded observation or defect instantaneously.
6. The system shall be able to produce data reports to include, at a minimum, all observation points and pertinent data. All data reports shall match the defect severity codes in accordance with PACP naming conventions
7. The data-sorting program shall be capable of sorting all data stored using generic sort key and user defined sort fields.
8. Camera footage, date & manhole numbers shall be maintained in real time and shall be displayed on the video monitor as well as the video character generators illuminated footage display at the control console. All manhole references will be based on the Cities Facility ID number.
9. Digital video shall be defined as ISO-MPEG Level 1 (MPEG-1) coding having a resolution of 352 pixels (x) by 240 pixels (y) (minimum) and an encoded frame rate of 29.97 frames per second. The digital recording shall include both audio and video information that accurately reproduces the original picture and sound of the video inspection. The video portion of the digital recording shall be free of electrical interference and shall produce a clear and stable image. The audio portion shall be sufficiently free of background and electrical noise so as to produce an oral report that is clear and discernible.
10. Inspection software shall be PACP compliant versions of CUES Granite XP, WinCan, Flexidata, or approved equal.
11. The CCTV equipment/software shall be capable of producing digitized images of all sewer line defects, manhole defects, and sewer line service connections in .jpeg format. Contractor shall plan to take digital still images of each defect, construction features and service connection to clearly depict it. More images may be necessary

depending upon the condition of the pipe.

2.02 REPORTING CAPABILITIES

- A. The CCTV system shall be capable of printing pipeline inspection reports with pipeline schematics and captured images of defects and other related significant visual information. The system shall have the ability to display any combination of the following formats and features simultaneously.

The following information is mandatory for all inspections:

1. Inspection Information: Refers to the area of pipe to be inspected between 2 manholes or the address of the lateral to be inspected.
 - a. Project Name
 - b. Surveyed by (Operator/Surveyor's name)
 - c. Operator/Surveyor Certificate number
 - d. System Owner
 - e. Date
 - f. Drainage Area (tributary pump station number)
 - g. Time
 - h. Sheet number (report sheet number)
 - i. Street Name and Number
 - j. Locality (City of St. Augustine (COSA))
 - k. Additional Location Information (e.g. backyard, parking lot, etc)
 - l. Upstream Manhole Number (City standard Facility ID Number)
 - m. Upstream MH rim to invert (depth)
 - n. Downstream Manhole Number (City standard Facility ID Number)
 - o. Downstream MH rim to invert (depth)
 - p. Direction of inspection (Upstream or Downstream)
 - q. Flow control (e.g. plugged, lift station, bypassed, not controlled)
 - r. Type of Pipe
 - s. Pipe Height
 - t. Pipe Width
 - u. Pipe Shape
 - v. Pipe Material
 - w. Lining Material (for lined sewers)
 - x. Pipe Joint Length
 - y. Purpose of Inspection (Condition evaluation, new line, CIP R/R project, etc.)
 - z. Pre Cleaning (jetter, heavy cleaning, no pre-cleaning)
 - aa. Media Number (Video file name)
 - bb. Weather
 - cc. Additional information/Comments
2. Observation Data: Refers to the portion of pipe where an observation is discovered. Observations shall be noted by text descriptions and defect code number using PACP defects codes, still frame pictures and video clips captured and recorded. Each observation shall include the following:
 - a. Actual observation footage
 - b. Video reference

- c. Location of defect; clock position
 - d. Code (Group/Descriptor/Modifier/Severity)
 - e. Whether it is a continuous defect
 - f. Whether the defect occurs at a joint
 - g. Severity level
 - h. video counter location
 - i. Final footage
 - j. Video clip ID for each observation
 - k. Image reference (file name of photos)
 - l. Remarks (as appropriate or needed)
3. Formats: Standard and/or custom designed reports shall have the following formats available and shall be able to be produced in hard copy or viewed on the monitor.
- a. Site Observation: Displays detailed site observation reports in landscape or portrait views.
 - b. Directory Report: Displays a list of all the projects sorted by pump station number and manhole number.
 - c. Picture Reports: Displays site data and include full size single photos or half size double photos of discrepancies.
 - d. Pipe Run: Displays a graphical display of the site indicating footage, observations, and comments.
 - e. Project Data: Displays the project, client, and Contractor information.
 - f. Custom Sort: Creates user-defined reports of selected site, project, and observation data.

PART 3 EXECUTION

3.01 GENERAL

- A. Work notices are to be provided to property owners 48 hours prior to beginning work. A copy of the notices will also be provided to the City at the time they are provided to property owners.
- B. Prior to inspection the Contractor shall obtain pipe and manhole asset identification numbers from the City to be used during inspections. Inspections performed using identification numbers other than the City assigned numbers will be rejected.
- C. Inspection shall not commence until the sewer section to be televised has been completely cleaned in conformance with Specification Section 02761 "Cleaning Sanitary Sewer Systems."
- D. Inspection of newly installed sewers (not yet in service) shall not begin prior to completion of the following:
 - 1. Pipe air testing
 - 2. All manhole work, including installation of inverts
 - 3. Installation of all lateral services
 - 4. Vacuum tests of all manholes

- E. After the sewer main and/or lateral cleaning operation is completed, the line sections shall be visually inspected internally by means of color closed-circuit television. The television inspection shall be performed one line section at time.
- F. CCTV inspection shall require a minimum of 1 certified personnel with PACP certifications.
 - 1. One (1) person shall have PACP certification that will lead or supervise each field CCTV crew for inspection and a minimum of 2-years in the role of a lead person.
 - 2. This person shall also have experience in the role as a QA/QC management supervisor
- G. Contractor shall perform sewer-televising work within 24-hours of said sewer being cleaned. If said sewer is not televised within the required 24-hour time limit, the sewer shall be re-cleaned prior to televising at no additional expense to the County.
- H. The Contractor shall also inspect and document all manholes included in this Work. The video recording shall begin as the camera is lowered down the manhole all the way to the preset footage and continuously throughout the pipe reach until the downstream manhole is reached.
- I. The Contractor shall lower the camera into the start manhole and record the camera entry into the sewer, observing the manhole as the camera enters.
- J. Main diameter is to be physically measured in the up or downstream manhole and documentation of this is to be included in the CCTV video record.
- K. The camera shall pan the periphery of the start and finish manhole from casting to invert. To achieve this, the CCTV camera operator shall pan and zoom the manhole to obtain the best possible image of the manhole, including the wall, cone and chimney section(s).
- L. The depth of each manhole shall be measured to the nearest 1/10th of a foot and documented on the inspection forms. Estimates of manhole depths will not be accepted.
- M. The CCTV camera shall be positioned as close to the spring line as possible while maintaining the required equipment stability.
- N. Wherever possible the inspections shall be performed in the upstream to downstream direction. All sewer segments shall be recorded in a logical order in the same direction they are cleaned and televised.
- O. In the event that access to some manholes is restricted, permission may be granted by the City to direct the camera through the sewer in an upstream direction, against the flow.
- P. When sewer conditions prevent forward movement of the camera, the camera shall be withdrawn, and Contractor shall televise the line from the opposite direction.
- Q. The camera shall be directed through the sewer in a downstream direction, with the flow, at a uniform, slow rate. In no case will the video camera record while moving at a speed

greater than 30-feet per minute. If, during the course of the Project, the inspection is rejected due to camera speeds exceeding 30-feet per minute, the inspection recordings shall be redone, at no additional cost to the City.

- R. If a new manhole is discovered in the field that was not on current maps, a new manhole identification number will be assigned by City. The City shall assign the manhole the next number above the highest manhole number within the sub area. The data / video files shall then be re-named to include the new MH ID, and a new CCTV inspection shall be started from the new MH ID. Contractor shall consult with the City for assignment of new manhole identification numbers. Contractor shall note in the inspection form comments that a new manhole ID has been assigned as well as provide a marked up map indicating the newly found manhole and assigned manhole ID.
- S. Flow levels within existing sewers to be inspected shall not exceed 5% of the pipe diameter. If water levels prevent adequate televising of the sewer, then conducting the Work during low flow periods or other methods like plugging and bypass pumping shall be implemented.
- T. For inspection of new sewers (not yet in service), the Contractor shall introduce clean water into the upstream manhole and keep water flowing until flow is observed at the downstream manhole location.
- U. The survey unit shall be slowed, stopped, or backed up to perform detailed inspections of significant features. The camera shall be stopped at all defects, changes in material, water level, size, side connections, manholes, junctions, or other unusual areas. When stopped at the defect or feature, the operator shall pan the camera to the area and along the circumference of the pipe. Recording shall document broken sections, root intrusion, miss-aligned joints and other defects for a minimum of 5 seconds.
- V. The camera unit shall be paused long enough at areas suspected of leaking to determine if a leak exists currently or if deposits have occurred.
- W. The operator shall also record audio of the type of defect or feature, clock position, footage, extent or other pertinent data.
- X. Digital photographs or screen captures shall be taken at all laterals; defects and general condition photographs shall be taken at least every 200-feet.
- Y. At the Contractor's discretion or direction of the City, the camera shall be stopped or backed up (when conditions allow) to view and analyze conditions that appear to be unusual or uncommon for a sound sewer. The lens and lighting shall be readjusted, if need be, in order to ensure a clear, distinct, and properly lighted feature.
- Z. Audio shall be recorded during each inspection by the operating technician, electronic voice text recognition or approved equal on the inspection video as the sewer is inspected and shall include the sewer location, identification of beginning and terminating manholes including location (address or cross streets), inspection direction, length of inspection, side sewer identification, flow information, complete descriptions of the

sewer line conditions as they are encountered, description of the rehabilitation work, reason for termination, and other relevant commentary to the inspections. Voice descriptions should be made:

1. At points of pipe failure or weakness
2. At points of infiltration
3. At the location of service connections
4. At points where unusual conditions are noted, and
5. At points where digital still photos are taken.

In addition, the audio reports shall include the distance traveled on the specific run, a description of abnormal conditions in the sewer and side sewer connections as they are encountered, explanations for pausing, backing up, or stopping the survey, and the final measured center to center distances between consecutive manholes. The audio portion of the composite video shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Audio dubbing after the inspection is prohibited.

- AA. Video recordings shall include a continuous video display/readout of similar information, as described in paragraph 3.08 herein. A separate digital video file shall be made for each pipe reach inspected.
- BB. Contractor shall coordinate with the City prior to commencement of Work to ensure inspection is accomplished in a manner acceptable to the City.
- CC. If the video and/or audio recording is of poor quality, the City has the right to require a re-submittal of the affected sewer sections and no payment will be made until an acceptable video and audio recording is made, submitted to, and accepted by the County.
- DD. Measurement for location of defects and actual length of pipe shall be by means of a calibrated meter on the camera with a digital readout on the video monitor. This readout shall be included in the video recording. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement will be accurate to 1-foot per 100-feet of inspected pipe.
- EE. The distance shall be measured between the exit of the start manhole and the entrance of the finish manhole for a true measurement of the length of the pipe segment, as required by PACP. It shall be recorded in standard units and the video display readout shall display units to one-tenth of a foot.
- FF. The Contractor inspection units shall be equipped with adequate back up equipment and spare parts so field repairs to equipment can be made and down time is minimized.
- GG. The Contractor shall be responsible for all traffic control measures required to perform the Work.
- HH. Lateral inspections shall be performed from the main line using a lateral launch camera or shall be pushed from cleanouts to the sewer main using sewer rods. Lateral camera travel measurements shall be displayed on screen and on the captured video.

- II. If lateral inspections are performed from the sewer main as part of the main line inspection, the lateral shall be logged in the main line inspection report per PACP requirements and the "comment" field of the main line inspection report shall be used to document the lateral identification number, defects observed, footage of all lateral defects, connecting pipes and clean outs. If lateral inspections are not performed as part of the main sewer inspection, a separate PACP pipe inspection record shall be created for each lateral. Refer to paragraph 3.10 for numbering requirements.

3.02 QUALITY ASSURANCE

- A. Refer to Section 01101 article 3.03 and 304 for quality assurance and inspection requirements.

3.03 PRE-CONSTRUCTION INSPECTION

A. Procedure

1. Prior to any repair work, the entire sewer line (from manhole to manhole) shall be televised. The pre-construction inspection shall be used to determine whether the line has been cleaned sufficiently; to confirm the location and nature of defects; and to confirm that the proposed method of repair is proper method for the defects observed.
2. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30-feet per minute. Manual winches, power winches, TV cable, and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole (reverse set-up).
3. When manually operated winches are used to pull the television camera through the line, telephones, radios or other suitable means of communication shall be set up between the 2 manholes of the section being inspected to insure good communication between members of the crew.
4. The importance of accurate distance measurements is emphasized. The location of defects shall be within ± 1 feet.
5. During the internal inspection the television camera shall be temporarily stopped at each defect along the line. The Contractor shall record the nature and location of the defect. Where defects are also active infiltration sources, the rate of infiltration in gallons per minute shall be estimated by the Contractor and recorded. The camera shall also be stopped at active service connections where flow is discharging. Flows from service connections that are determined to be infiltration/inflow shall also be recorded.
6. Suspect Lateral Connections to Mainline.
 - a. Locate clean-out by property line, and if found record the addresses.
 - b. Refer to Suspect Lateral Connections to Mainline for specific limits of inspections of work.

B. Documentation of Television Inspection

1. Television Inspection Logs: Printed location records shall be kept by the Contractor and will clearly show the location in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, broken pipe, presence of scale and corrosion, and other discernible features will be recorded and a copy of such records will be supplied to the City. The Contractor shall record all visual observations on a "Television Inspection Report" form.
2. Once recorded, the digital data shall be labeled and become the property of the City. The Contractor shall have all readings and necessary playback equipment readily accessible for review by the City during the Project.

3.04 POST CONSTRUCTION INSPECTION

A. Procedure

1. After the sewer line rehabilitation has been completed, the entire sewer line from manhole to manhole shall be televised. The post construction inspection shall be used to determine whether or not all of the approved sewer line defects and infiltration sources previously located have been fully repaired to the satisfaction of the City.
2. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30-feet per minute. Manual winches, power winches, TV cable, power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole or direction.(reverse-setup)
3. When manually operated winches are used to pull the television camera through the line, telephones, radios or other suitable means of communication shall be set up between the 2 manholes of the section being inspected to insure good communication between members of the crew.
4. The importance of accurate distance measurements is emphasized. The location of defects shall be within 1-foot.
5. During the internal inspection the television camera shall be temporarily stopped at each repair. The camera shall also be stopped at any unnoticed or non-repaired point source of infiltration.

3.05 SEWER BYPASSING AND DEWATERING

- A. Refer to General Requirement Section 01516, Collection System Bypass, article 1.01 Scope of Work for sewer bypass requirements.

3.06 LINEAR MEASUREMENT

The CCTV camera location footage counter shall be zeroed at the beginning of each inspection. The survey unit location entered on the footage counter at the start of the inspection shall allow for the distance from the accepted start of the length of the sewer to the initial point of observation of the camera (pre-set footage). In the case of resuming an inspection at an intermediate point within a sewer reach, the footage counter shall be set to start at the distance from the upstream maintenance hole to that point, as previously recorded by the counter. The Contractor shall ensure that the footage counter starts to register immediately when the survey unit starts to move.

The lateral camera shall be pushed from cleanouts to the sewer main and be equipped with a footage counter to display and record inspection footage. Maximum rate of travel shall be 30-feet per minute when recording.

Prior to commencing inspections, the Contractor shall demonstrate compliance with the linear measurement tolerance specified below:

- A. The equipment shall measure the location of the camera unit in 1-foot increments from the beginning (upstream end) of each continuous section. This footage location must be displayed on the CCTV monitor and recorded on the videotapes.
- B. The accuracy of the measured location shall be within + 0.5% of the actual length of the sewer-reach being surveyed, or 1-foot, whichever is greater.

3.07 MEASUREMENT OF SAGS

The CCTV camera shall be equipped with a measuring device capable of accurately measuring the depth of standing water up to 3-inches. The measuring device shall be mounted to the front of the unit and be capable of being read as the unit advances through the pipe.

3.08 CCTV MONITOR DISPLAY

The images displayed on the CCTV monitors will be a view of the pipe above the water surface as seen by the CCTV camera as the unit is conveyed through the sewer.

The camera lighting shall be fixed in intensity prior to commencing the survey and the white balance set to the color temperature emitted. In order to ensure color constancy, no variation in illumination shall take place during the survey.

The video equipment shall be checked using an approved test card with a color bar prior to commencing each day's survey. The camera shall be positioned centrally and parallel to the test card at a distance where the full test card just fills the monitor screen. The card shall be illuminated evenly and uniformly without any reflection.

3.09 DATA DISPLAYS

- A. The CCTV images shall include an initial data display that identifies the sewer reach

being surveyed and a survey status display that provides continuously updated information on the location of the survey unit as the survey is being performed. These data displays shall be in alphanumeric form. The size and position of the data shall not interfere with the main subject of the monitor picture.

- B. The on-screen display should be white during inspections where the background behind the display is dark and, conversely, black where the background is light.
- C. At the beginning of each reach of sewer being inspected, the following information shall be electronically generated and displayed on the CCTV monitors as well as included in the audio track:
 - 1. Date of survey
 - 2. Inspection company name and inspector
 - 3. Street name or location
 - 4. Manhole number to manhole number (in order of inspection)
 - 5. Direction of survey (upstream or downstream)
 - 6. Time of start of survey
- D. During inspections, the following information shall be electronically generated, automatically updated, and displayed on the CCTV monitors:
 - 1. Survey unit location in the sewer line in feet and tenths of feet from adjusted zero
 - 2. Sewer diameter
 - 3. Upstream and downstream manholes reference numbers as per approved Drawings or City GIS.
 - 4. During Lateral inspections the video display shall contain the lateral location and the footage of the camera within the lateral.

3.10 PHOTOGRAPHS

During CCTV inspections, screen captures will be taken from the monitor images and saved electronically by the in-sewer inspection crew of typical conditions every 200-feet and at all defects, construction features, manholes and laterals. The screen capture shall have the pipe reach (identified by the upstream and downstream manholes), survey direction, footage, and date when photograph was taken. The annotation shall be clearly visible and in contrast to its background, shall have a figure size no greater than 1/4-inch, and shall be type-printed. The annotation shall be positioned on the front of the photograph so as to not interfere with the subject of the photograph. Photograph files shall be named by the video capture system and automatically referenced to the logged defect.

The image of the sewer shall fill the photographic image. Photographs must clearly and accurately show what is displayed on the monitor, which shall be in proper adjustment. Where significant features exist within 6-feet of each other, 1 photograph shall be made to record these features. Where there is a continuous feature, photographs shall not be taken at intervals of less than 6-feet unless absolutely necessary to show a change in the feature.

JPEG images shall be captured at a minimum resolution of 640X480 pixels.

The images shall be kept electronically, copied to a hard drive, and submitted with the inspection videos, database and reports.

3.11 MANHOLE NUMBERING, INSPECTION FORMS AND DEFECT CODES

- A. The Contractor will be required to use the manhole numbering as shown on sewer maps provided by the City when performing the inspections for this project. These numbers are based on the Facility ID the City maintains in there graphics database.
- B. Inspection forms, defect codes, inspection database and inspection protocols used for documentation of CCTV work shall be in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP).
- C. When lateral inspections are performed as part of the main sewer inspection, lateral numbers shall be referenced in the "comment" field of the main sewer PACP report. The lateral number shall be as follows:

< Manhole ID> _<footage> _<clock position> _<L>

Example: 39550020_212_02_L

- D. When lateral inspections are not performed as part of the main sewer inspection, the main sewer inspection shall be performed first to obtain the footage and clock positions needed to identify the lateral.

3.12 DELIVERABLES

The Contractor will be required to submit the following deliverables at the completion of the post construction video inspection. The pre-construction video inspection deliverables shall be as defined in 3.02 of this specification.

- A. Inspection Reports to include:
 - 1. Inspection session header information (see required fields above)
 - 2. Defect log report including photo captures from CCTV video
 - 3. Schematic drawing of pipe showing defects
 - 4. Format:
 - a. Adobe Acrobat PDF files: 1 report PDF per pipe
 - b. Main sewer inspection report file name:

<From MH ID> _<To MH ID> _<Date (year_mo_day format)>.PDF

Example: 30060002_30060001_2018_01_16.pdf

- c. Lateral inspection report file name:

<Upstream MH ID> _<footage> _<clock position> _<L> _<Date (year_mo_day format)>.PDF_

Example: 30060002_210_02_L_2010_02_16.pdf

- B. Inspection video files on portable hard drive, typed labels shall be attached to the face of each hard drive. The typed index labels shall include the following information:
1. Content (CCTV)
 2. Contractor name
 3. Purpose of Survey
 4. Tributary Pump station number
 5. Reaches included (from Manhole Number ## to Manhole Number ##)
 6. Date of survey
 7. Contract Number / Delivery Order Number (if applicable)

- C. Main sewer video files shall be MPEG or Windows Media File named according to the following standard:

<Upstream MH ID>_<Downstream MH ID>-<Inspection>_<Date (year month day)>.wmv

Example: 39540008-39540007_20090805.wmv

In instances where a reverse set up is necessary to perform or complete the inspection the file name shall incorporate a "R" at the end of the file name to indicate "reverse" direction. Using the file example above, if the inspection from the upstream end was halted due to an obstruction and the pipe was televised from the opposite end, the video file from the downstream to upstream direction would be assigned the following file name:

Example:39540008-39540007_20090805_R.wmv

- D. Lateral connection inspection video files shall be MPEG or Windows Media File named according to the following standard:

<Upstream MH ID>_<footage>_<clock position>_<L>_<date (year_mo_day format)>.wmv

Example: 39540008_145_10_L_2009_08_05.wmv

- E. Electronic Inspection Data stored and exported in a NASSCO Pipeline Assessment and Certification Program (PACP) compliant Microsoft Access database (.MDB) version 4.4 or newer delivered on portable hard drive.
- F. Inspection photograph digital files (jpeg) indexed to NASSCO PACP compliant database.
- G. Map of sub area depicting area inspected, inspection status, asset identification numbers and mark ups,
- H. Acceptable media for the video recordings portable hard drive.
- I. Inspection data noted above shall be provided to the City weekly throughout the inspection work.
- J. Contractor Quality Control report detailing data validation performed, pipe inspection records reviewed and results.

- K. All inspection data shall be submitted on a portable hard drive. Each hard drive shall be filled with as much data as practical to minimize the number of hard drives submitted. Sections of a single segment of sewer main shall not be recorded to more than 1 hard drive. Video footage of recorded segments shall be grouped by area and shall be submitted in sequential order relating to the area mapping designation.
- L. Upon approval by the City of all, or portions of, the data delivered via the portable hard drives, the approved CCTV data shall be delivered to the City on a portable hard drive labeled with project information. The hard drive shall clearly indicate the date of the inspection, the designated segment(s) of sewer mains(s) contained on the disk, the name of the project, the project CIP number, the pump station number, and Contractor name. The hard drive shall contain separate digital files for each manhole-to-manhole section.
- M. The database shall be comprehensive for the entire project, and additional data shall be added to the database each week.

3.13 ACCEPTANCE

- A. Inspection deliverables will be validated to check conformance with the specified requirements for file names, formats, quantity, and resolution, data table references, in addition to checks for null fields, asset numbers, duplicate records, connectivity, material, size, and depth. Any data not passing the data validation checks will be returned to the Contractor for resubmittal.
- B. Inspection submittals will be reviewed for quality control. A minimum of 5% of the submitted inspections will be randomly reviewed. A quality control check will be performed for each CCTV operator and each operator must exceed 90% accuracy. Reference Section 01101 "Special Requirements (Gravity Inspection Only)."
- C. Throughout the duration of the project, should the City discover inaccuracies in data or quality issues with any of the videos, Contractor shall re-inspect those segments at no additional cost to the City. The City will provide comments regarding acceptance of the data within 21-days of receiving the data from the Contractor. Neither the CCTV inspections nor the WORK inspected is accepted by the City until such time that an acceptance letter is issued by the City.

END OF SECTION

SECTION 02763

TELEVISION SANITARY SEWER LATERALS

PART 1 - GENERAL

1.03 WORK INCLUDED

- A. The Work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence for performing all operations required to execute the internal closed circuit television (CCTV) inspection to inspect service lateral after lateral clean outs have been installed.
- B. The CCTV inspection shall show all defects and determine amount of infiltration entering the service laterals.
- C. The post CCTV lateral inspection shall also be performed for any laterals after the laterals have been lined or replaced.

1.04 GENERAL

- A. After cleaning as specified in Section 02761 "Cleaning Sanitary and Storm Sewer Systems" (including special cleaning involving the mechanical removal of roots, grease, and/or tuberculation where authorized), and before and after repair/replacement work, the lateral shall be visually surveyed by means of closed circuit television. The CCTV inspection shall be performed 1 lateral at a time.
- B. Pre and post construction survey video shall be delivered to the City on a portable hard drive accompanied with the corresponding TV logs for sewer laterals surveyed. The video shall be direct from a live video source into a video file, MPEG or Windows Media File format and of good quality for viewing. The recording of multiple laterals on a single hard drive is acceptable.
- C. Refer to General Requirements Sections 01101, Special Requirements (Gravity Inspection Only), Section 01516, Collection System Bypassing, and Section 01570, Maintenance of Traffic for requirements related to CCTV inspections.

1.05 SOFTWARE

- A. The Contractor shall utilize a NASSCO Pipeline Assessment Certification Program (PACP compliant software to capture the lateral inspections), unless otherwise approved by the City.

1.06 EQUIPMENT

A. The television camera used for the lateral survey shall be one specifically designed and constructed for such survey. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing a minimum 700-line resolution color video picture. The Contractor shall maintain the camera in clear focus at all times. Picture quality and definition shall be to the satisfaction of the City, and if unsatisfactory, equipment shall be removed and replaced with adequate equipment at no additional cost to the City.

B. The camera used from a cleanout shall be able to be launched from the cleanout and travel down to the sewer mainline up to 100-feet. The camera system shall be able to inspect 3, 4, and 6-inch lateral connections.

C. The video camera shall include a titling feature capable of displaying on the video the following information.

1. City
2. Date/Time
3. Contractor's Name
4. Pipe Size (Diameter) and Material
5. Lateral ID by property address or subdivision and parcel number.
6. On-going Footage Counter

1.07 QUALIFICATIONS

A. Refer to General Requirements Section 01101, Special Requirements (Gravity Inspection Only) article 1.02 for qualifications.

1.08 SHOP DRAWINGS AND SUBMITTALS

A. Submittals shall be submitted to the City/Professional for review and acceptance prior to construction in accordance with article 1.03 of Specification 02761, Cleaning Sanitary and Storm Sewer Systems.

B. The Contractor's submittals shall include description of the software to be used and a sample of the video titles to be used, along with a sample of the television survey log to be used.

PART 2 - PRODUCTS

2.03 MATERIALS

A. All inspection information and data (including video) shall be written to digital media (portable hard drive).

PART 3 - EXECUTION

3.01 QUALITY ASSURANCE:

- A. Refer to Section 01101 articles 3.03 and 304 for quality assurance and inspection requirements..

3.04 ISOLATION AND BYPASS OPERATIONS

- A. Refer to General Requirements Section 01516, Collection System Bypass for isolation and bypass requirements..

3.05 PRE-CONSTRUCTION SURVEY

A. Procedure

1. Prior to any repair work, the entire service lateral (from mainline to property line or cleanout, whichever is farther from the mainline) shall be televised.
2. Measurement for location of defects shall be above ground by means of a meter, roll-a-tape, or other suitable device. Linear footage shall be shown on screen during recording.
3. Movement of the television camera shall be temporarily halted for a minimum of 10-seconds at each visible defect or point of flow until the source and flow rate from that point are determined.
4. The inspection shall be performed from either the main sewer or the cleanout with the proper equipment.
5. Suspect Lateral Connections to Mainline.
 - a. Check for flow in each service lateral connection. If flow is detected in the service lateral connection follow steps 1 to 5. If no flow is detected in the service lateral proceed to the next service lateral survey.
 - (1) Wait 3 to 5 minutes.
 - (2) If flow is clear and does not subside, follow steps 3 through 5. If flow subsides or is murky proceed with step 4.
 - (3) Check the water meter. If meter is running, proceed to step 4. If the meter is not running proceed to step 5.
 - (4) Domestic Flow – Calculate flow from water meter reading and make entry in CCTV video log.
 - (5) Suspect Service Lateral – Estimate flow, make entry in the CCTV video log.

B. Field Documentation

1. Television CCTV Logs: The Contractor shall provide lateral identification numbers using either the property address or subdivision and parcel number. All inspection logs shall reference the applicable lateral ID. In addition, the upstream manhole number, distance from the upstream manhole, lateral connection to the main line (left, center or right), and address of the customer serviced by the lateral shall be noted on the television survey log. Inspections shall be recorded in NASSCO PACP/Lateral Assessment Certification Program compliant software unless otherwise approved by the

City. Reports shall be generated from the software. Printed and electronically stored location records shall be kept by the Contractor and will clearly show the location in relation to the cleanout or the mainline of each infiltration point observed during survey. Footage shall be shown on the log. In addition, other points of significance such as unusual conditions, roots, broken pipe, presence of scale and corrosion, and other discernible features will be recorded and a copy of such records will be supplied to the City.

2. Photographs: Digital photographs of the television picture of problems shall be taken by the Contractor upon request of the City.

3. Video Recordings: Individual video files shall be created for each lateral inspected. Each file shall be in MPEG or Windows Media video format. Video files shall be named with the lateral ID and date of inspection. Video files shall be submitted on a portable hard drive. The purpose of video recording shall be to supply a visual and audio record of problem areas in the lines which may be replayed. Once recorded, the video shall become the property of the City.

4. Audio: All lateral inspection videos shall have an audio record. As a preamble, at the beginning of the inspection, the Contractor shall state the following "(Contractor's Name) is performing a pre/post TV survey of laterals for (each sub area)". State date, time, operator's name, area, pipe size and material, upstream City asset manhole number (Facility ID), and depth. The Contractor shall verbally state the position of the lateral with respect to the upstream manhole and describe defects. At the end of each line, state: "end of line and total linear footage".

3.06 POST CONSTRUCTION SURVEY

A. Procedure

1. The same procedure shall be used as indicated in sub-section "3.01 Preconstruction Survey."
2. In addition, the Contractor shall stop the camera at all point repairs and inspect entire repaired pipe sections.
3. The Contractor shall invert white foreground to black as needed in line sections with light background.
4. In the case of a post liner survey, the Contractor shall fully televise both ends of the liner so that the fit of the liner to the host pipe can be evaluated.
5. The post liner and/or replaced lateral and/or point repaired lateral CCTV inspection shall be done within 2-weeks of installation.

B. Documentation

The same documentation shall be provided as indicated in paragraph 3.01 "Preconstruction Survey" of these specifications.

END OF SECTION

SECTION 02766 SANITARY SEWER OBSTRUCTION REMOVAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section includes clearing obstructions from the sewer main and lateral by remote device.

A. Obstruction removal by remote device

1. To remove protruding taps (service lines that protrude greater than 1-inch into the sewer)
2. To remove other obstructions
3. Removal of roots.

B. The intent of the sewer line cleaning is to remove foreign materials from the lines and restore the sewer main and lateral so that CCTV clearly shows pipe and connection defects. It is recognized that there are some conditions such as broken pipe and major blockages that prevent obstruction removal from being accomplished or where additional damage would result if removal were attempted or continued. Should such conditions be encountered, the Contractor shall notify the City's Representative of their concern and the Representative will provide written confirmation that the obstruction will not be required to be removed from those respective sewer and lateral pipe segments. The representative's confirmation will be provided for each work day in which prohibitive conditions are encountered.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 LINE OBSTRUCTIONS REMOVAL:

- A. The Contractor shall remove any obstructions from within the sewer main and lateral that can be removed without excavation or compromising the integrity of the existing main or service lateral. Obstructions requiring excavation for removal shall be reported to and performed by the City.

3.02 OBSTRUCTION REMOVAL BY REMOTE DEVICE:

- A. This method of obstruction removal shall be performed during cleaning of the main and lateral. When CCTV of sanitary main or lateral identifies an obstruction which constricts the flow carrying capacity of the sewer main, it shall be removed. The Contractor shall ask and receive the City Representative's written approval before proceeding with the obstruction removal.

3.03 CUT PROTRUDING TAPS:

- A. For break-in service connections that protrude more than one inch into the sewer, the CONTRACTOR shall remove the protruding portion of the tap in preparation to complete cleaning and CCTV of the sewer main and lateral. Cutters used shall be

Power-driven cutting devices (lateral cutters) designed to remove protruding taps. Cutters shall be capable of slicing laterally through cast iron, 3/4" rebar and anchors, clay tile, and concrete protruding into sewer lines. The CONTRACTOR shall cut protruding taps so that protrusions are no greater than 1/2 inch. While using a protruding tap cutter, slow RPM will cut more effectively than rapid RPM. The CONTRACTOR shall maintain a steady flow and RPM while cutting and shall flush out broken pieces in the line from the tap. If a protruding tap cannot be removed by the cutting device, then the City's Representative shall be notified to determine if a point repair will be necessary.

- B. In the event damage to the existing sewer line or service line occurs, a repair shall be done at the Contractor's expense and only a payment for the remote obstruction removal will be made. If the Contractor is unable to remove the protruding tap by this means, then a point repair may be performed by the City.

3.04 REMOVAL OF OTHER OBSTRUCTIONS:

- A. Removal of other obstructions includes items such as hanging gaskets, fixed debris, stabilized sand, hardened mineral deposits but excludes removal of tuberculation in cast or ductile iron pipes and grease.
- B. To remove other obstructions a remote device shall be utilized. The device(s) shall be pulled or driven from manhole to manhole up to a continuous length of 700-feet using a solid steel mandrel, porcupine, bucket, etc. to remove the obstruction. The device shall be adequately sized to remove the obstruction to the satisfaction of the City's Representative. Damage to the existing sewer main or service lateral must be repaired by the Contractor and only a payment for remote obstruction removal will be made. The mechanical cleaning method may also be used to remove the obstruction when approved in writing by the City Representative. Damage to the existing sewer line, service line or tap must be repaired by the Contractor at his expense. The cleaning grease and normal solids from the pipe in preparation for CCTV of the sewer main or service lateral is not considered obstruction removal.

3.05 ROOT CUTTING:

- A. This section covers the preparatory cleaning and root removal from sanitary sewer mains and laterals prior to the internal inspection of the sewer lines by closed-circuit television.
Root cutting shall be required where it has been determined that root growth is substantial and cutting would be required to facilitate a thorough and complete examination of the condition of the sewer through internal closed circuit color television inspection. Wherever root cutting appears to be needed it shall be brought to the attention of the City Representative whom will provide written authorization for removal before proceeding to "Root Cutting" in the sewer. Such authorization will be provided on each work day when roots have been designated for removal.
- B. The City reserves the right to deny payment for "Root Removal" should prior knowledge and written approval was not known or provided by the City Representative or City project manager.

C. Root cutting tools shall be the industry standard concave saws, flat saws, water blasters or chain knockers and shall be carefully selected to ensure no damage is caused to the sewer main or any portion of the lateral including protruding laterals. Extreme caution should be taken when operating root cutters in the sewer and a video inspection shall be on the root cutter at all times to ensure damage is not caused from root cutting.

B. All roots shall be captured and removed from the main and lateral line segments.

3.06 ACCEPTANCE OF THE OBSTRUCTION REMOVAL OPERATION:

A. Acceptance of sewer line obstruction removal shall be made upon the successful completion of the CCTV inspection. If the CCTV inspection shows the removal to be unsatisfactory, the Contractor shall be required to complete the removal meeting the requirements of this section. Re-inspect of the sewer line will be required until the obstruction removal is shown to be satisfactory.

3.07 METHOD OF MEASUREMENT AND PAYMENT:

- A. Protruding tap or other obstructions removal by remote device will be paid on a unit price basis for each tap or obstruction removed within a manhole segment.
- B. A mobilization charge is to be included in the unit price for each manhole segment where obstructions are removed and shall include all obstructions removed within that manhole segment.
- C. Root cutting will be paid on a unit price per linear foot of removal.
 - 1. The total quantity of removal shall be the measured straight line distance in Linear Feet of roots approved for removal. Measurement will begin at the first point in the line where roots have been approved for removal and end where designated by the City Representative and agreed to by the Contractor. Should root removal extend in the line segment to the upstream manhole the measurement will extend to the centerline of this manhole.
 - 2. The total linear feet of removal will be agreed upon prior to commencing removal by both the City Representative and Contractor.
- D. The cost of the following items of work are included in the unit prices for tap, other obstruction and root removal by remote device:
 - 1. Cleaning of Sewer mains or laterals of removal debris.
 - 2. Post television inspection of the removal.
 - 3. Hauling away and lawful disposal of excess excavated material and debris.
 - 4. All other necessary work to complete.
- E. Payment will not be made for obstruction removal if the existing sewer line, service line or tap is damaged and a point repair is required.

SECTION 02771 CURE-IN-PLACE PIPE FOR SANITARY AND STORM SEWER RENEWAL

PART 1 – GENERAL

1.01 REQUIREMENTS

- A. The Work within this Section consists of the installation and testing cured-in-place pipe (CIPP). The CIPP shall provide a structurally sound, joint-less and water-tight new pipe within a pipe or a pipe section in the case of a point repair. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor.
- B. The finished liner shall extend over the installation length in a continuous, tight fitting, watertight pipe-within-a-pipe and shall be fabricated from materials which, when installed, will be chemically resistant to withstand internal exposure to domestic sewage.
- C. Neither the CIPP system, nor its installation, shall cause adverse effects to any of the City's facilities or processes. The use of the product shall not result in the formation or production of any detrimental compounds or by-products at the treatment facilities. The Contractor shall test and monitor the levels of by-products produced as a result of the installation operations. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and property owners or tenants.
- D. All contractors and employees vehicles on the project site for the City shall clearly and boldly display their full name, address, and phone number.
- E. Maintenance of Traffic (MOT)
Refer to General Requirements Section 01570, Maintenance of Traffic requirements.
- F. All contractors and employees vehicles on the project site for the City shall clearly and boldly display their full name, address and phone number.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01101 – Special Requirements (Gravity Inspection Only), Rev. PW2019-02
- B. Section 01300 – Submittals, Rev. Rev. PW2019-02
- C. Section 01570 – Maintenance of Traffic, Rev. PW2019-02
- D. Section 02761 – Cleaning Sanitary and Storm Sewer Systems, Rev. PW2019-02
- E. Section 02762 – Televising Sanitary and Strom Sewer Systems, Rev. PW2019-02
- F. Section 02763 – Television Sanitary Sewer Service Laterals, Rev. PW2019-02

G. Section 02766 – Sanitary and Storm Sewer Obstruction Removal, Rev. PW2019-02

1.03 INSTALLER EXPERIENCE AND QUALIFICATIONS

- A. The Contractor's staff experience shall meet as a minimum the following requirements. The inability to document such experience may be grounds for rejecting the proposed installer's staff.
1. The proposed **Superintendent** must have a minimum of five (5) years of CIPP lining supervisory field experience on projects totaling a minimum of 500,000 LF of 8-inch to 18 inch and a minimum of 50,000 LF 20 inch to 30 inch or greater of CIPP liner installation using the methods and materials proposed for this Work, as documented by verifiable references. Superintendent's resume of projects. Each reference project shall include the pipe dimensions, length of installation, size/type of flow control required to perform the Work, description of the actual work performed including installation method, owner's name, telephone number and contact person, date of installation. It is required that the Superintendent(s) named are the Superintendent(s) assigned to this project and on site during construction. The Contractor is required to have at least 1 qualified Superintendent on site at all times during the construction activities. All referenced experience shall be for projects completed within the United States or Canada and shall have used the same installation method, CIPP liner and resin combination proposed for this project. References will be checked.
 2. The Contractor shall have a demonstrated history of at least 50 cured in place pipe sectional liners in sewers of similar size and using a similar resin and felt and using the specific method of installation and curing approved.
 3. Contractor must have experience installing full wrap, one piece main connection utilizing hydrophilic gasket seals.
 4. Installation Crew: At least 1 person other than the Superintendent from the CIPP installation crew shall have a minimum of 1-year of CIPP experience totaling at least 20,000 lineal feet of 8-inch or greater installed liner. The crewmember with listed qualifications must be on the project site during all installation activities.
 5. Boiler Technician: Contractor shall provide the name and information for the boiler technician who will perform the actual Work. The boiler technician must have a minimum of 2 projects totaling at least 10,000 lineal feet of CIPP lining in which a similar position was held.
 6. Lateral Cutter Technician: Contractor shall provide the name and information for the technician who will perform the actual Work. The lateral cutter technician must have a minimum of 2 projects totaling at least 10,000 lineal feet of CIPP lining in which a similar position was held.
 7. Lead CCTV inspector shall be NASSCO PACP certified to report liner defects.
The final decision to accept or reject the product, manufacturer, and/or installer lies solely with the County. The named Manufacturer, Field Superintendent, CIPP Lead Installer, Boiler Technician, and Lateral Cutter must be employed to perform the Work, unless changes are specifically authorized by the City.

1.04 PERFORMANCE WORK STATEMENT

- C. The Contractor shall submit, before any lining WORK is performed, to the City a Performance Work Statement (PWS) which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. The PWS shall contain at a minimum the following:
1. Contractor's certificate of compliance that clearly indicates that the CIPP will conform to the project requirements as outlined in Section 01101 and as delineated in these specifications.
 2. A detailed installation plan describing:
 - a. All preparation work (cleaning operations, pre-CCTV inspections, by-pass pumping, and traffic control)
 - b. Installation procedure and method of curing
 - c. Service reconnection
 - d. Quality control and testing to be performed
 - e. Post-CCTV inspection
 - f. Warrantees
 - g. Description of the proposed CIPP lining technology.
 3. A detailed plan for identifying all active service connections during mainline installation.
 4. The qualifications of the Contractor.
 - a. Name, business address and telephone number
 - b. Personnel names, experience, and certifications for Field Superintendent, CIPP lead Installer, Lateral Cutter, Boiler Technician, and Lead CCTV NASSCO PACP Certificated Inspector to be directly involved with this project. The Contractor shall sign and date the information provided and "certify that to the extent of his knowledge, the information is true and accurate, and that the supervisory personnel will be directly involved with and used on this project". Substitutions of personnel and/or methods will not be allowed without written authorization of the City.
 - c. Specialty technicians shall be certified by the equipment manufacturer and/or its authorized representative. Certifications shall be submitted to the City/Professional.
 5. All CIPP liners are to be wetted with an approved product and licensed applicator.
 - a. Proposed manufacturer's technology data shall be submitted for all CIPP products and all associated technologies to be furnished.
 - b. All tools and equipment required for a complete installation of the CIPP.
 6. Clearly describe all equipment including proposed back-up equipment to be furnished for this project.
 7. Identify redundant tools and equipment to be kept on the job site in the event of equipment breakdown.
 8. The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process for the CIPP.
 - a. A detailed description of the Contractor's proposed procedures for the removal of any existing blockages in the pipeline that may be encountered during the cleaning process.
 - b. Detailed public notification plan for stage notification to residences affected by the CIPP installation.

- c. An odor control plan that will ensure that project specific odors will be minimized at the project site and surrounding area.
 - d. Outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair or replacement procedures shall be as recommended by the CIPP system manufacturer and shall be submitted prior to any Work.
9. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on the manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of the specifications.
 10. Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

1.05 REFERENCES

A. Codes, Specifications, and Standards

1. Codes, specifications, and standards referred to by number or title shall form a part of this specification to the extent required by the references thereto. Latest revisions shall apply, unless otherwise shown or specified.
2. All American Society for Testing and Materials (ASTM) Standards noted below shall be to the latest revised version.

D543 – Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents

D638 – Standard Test Method for Tensile Properties of Plastics

D790 – Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials

D792 – Standard Test Methods for Density and Specific Gravity of Plastics by Displacement

D2122 – Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

D2413 – Standard Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel-Plate Loading

D2837 – Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials

D2990 – Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

D3039 – Standard Test Method for Tensile Properties of Polymer Matrix Composite Materials

D3567 – Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings

D3681 – Standard Test Method for Chemical Resistance of "Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe and Fittings

D5813 – Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

F1216 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Inversion and Curing of a Resin-impregnated Tube

- F1743 – Standard Practice for Rehabilitation of existing pipelines and conduits by pulled-in-place installation of cured-in-place thermo setting resin pipe
- F2019 - Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
- F2561 - Standard Practice for Rehabilitation of a Sewer Service lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner
- F2599 – Standard Practice for The Sectional Repair of Damaged Pipe by Means of an Inverted Cured-in-Place Liner.

1.06 PRE-TREATMENT OF REGULATED CHEMICALS TO DISCHARGE INTO SANITARY SEWER

- A. CIPP liner systems using resins containing styrene or other regulated chemicals that will be discharged into the wastewater system shall be required to reduce the concentration of Styrene in the cure water prior to discharge to the sanitary sewer. The discharge limits are as follows:

	Discharge Limits to City Wastewater Collection System	
	Maximum Styrene Concentration Limit for Discharge to City Collection system (PPM)	Maximum Total Pounds per Day of Styrene to be Discharged (Pounds/Day)
Total Gallons of Discharge Including Water Added per pipe segment	250	4
2000		

- 1) A single day's or line segment water discharge in excess of 10 gpm or 2000 gallons per segment shall require approval by the City's Environmental Compliance Section for separate concentration limit evaluation and approval."
- B. CIPP liner systems using resins containing styrene or other regulated chemicals that will be discharged into the wastewater system shall require a pre-treatment plan to remove the regulated chemicals to acceptable levels prior to discharge. The Contractor shall submit the pre-treatment plan to the City for approval prior to discharge. The information required shall include:
1. MSDS for all chemicals used in the process and that will be discharged into the wastewater system
 2. Representative analytical data that was performed in the past for the proposed process, as collected from the wastewater stream
 3. The addresses and mapped locations of the discharge

4. The total duration of discharge request
 5. The anticipated discharge temperature. Discharges in excess of 140°F are not permitted
 6. The Contractor shall submit for approval a summary table of pre-treatment design calculations in Excel containing the following information:
 - a. Dates of discharge of each section
 - b. Lining section numbers using the COSA Facility ID numbering system
 - c. Length and diameter of each section
 - d. Volume (in gallons) of inversion water of each section
 - e. Volume (in gallons) of cool down water of each section
 - f. Total volume (in gallons) of inversion and cooling water of each section
 - g. Regulated chemical (in pounds) in discharge volume of each section
 - h. Reduction chemical (in pounds) to meet post-treatment concentration limit
 - i. Reaction time period (in hours) to achieve post-treatment concentration limit
 - j. Cool down time period (in hours)
 - k. Regulated chemical post-treatment concentration limit (in PPM)
 7. The Contractor shall provide pre-treatment and post-treatment sampling and laboratory analysis of the process wastewater and submit the results to the City for verification.
- C. After curing, the Contractor shall obtain a post-treatment cure water sample at each site and submit for laboratory analysis. ,
1. The following laboratory analysis is required:
 - a. One (1) sample to be collected from the treated water line segment and analyzed for "Styrene" using EPA Method 8260.
 - b. One (1) "Trip Blank" sample, analyzed for "Styrene" using EPA Method 8260.
 2. The Contractor shall submit the analytical report to the City for approval.
 3. The Contractor shall be responsible for all costs related to laboratory analytical testing of the water samples collected.
 - a. Sampling shall continue for each successive lining segment until the laboratory results verify the Contractor's competency in determining the amount of styrene reduction tablets/material required for a given water volume. Competency will be determined by meeting the stated discharge limits.
 - b. Once the sample results demonstrate that the discharge limits have been met the Contractor shall follow similar styrene reduction procedures for subsequent lining segments, but sampling will not be required.
 - c. Should samples from three locations not meet the discharge limits, the City may require the Contractor to hold cure water in place until laboratory results confirm the water is below the discharge limits.
 - d. The City reserves the right to obtain samples at any site on any line segment to ensure compliance with the discharge limits."
 - a.
- D. The service areas for each of the proposed lining subareas are as follows:
1. (Subarea Number) will be provided by the City.

1.07 RESPONSIBILITY FOR OVERFLOWS AND SPILLS

- A. It shall be the responsibility of the Contractor to schedule and perform his work so as to result in no overflows or spills of sewage or combined sewage from the system. If sewage flows are such that they interfere with the Contractor's ability to perform work, the Contractor shall be responsible for scheduling his work during low flow periods or provide bypass pumping. The Contractor shall provide a bypass pumping plan to the City for approval prior to the start of bypass operations.
- B. In the event of overflows caused by the Contractor's work activities, the Contractor shall immediately take appropriate action to contain and stop the overflow, clean up the spillage, disinfect the area affected by the spill, and notify the City in a timely manner.
- C. Contractor will indemnify and hold harmless the City for any fines or third-party claims for personal or property damage arising out of a spill or overflow that is fully or partially the responsibility of the Contractor. Should fines subsequently be imposed as a result of any overflow for which the Contractor is fully or partially responsible, the Contractor shall pay all such fines and all of the City's legal, engineering, and administrative costs in defending such fines and claims associated with the overflow.
- D. If the Contractor is required to hold cure water due to unacceptable styrene testing results, the Contractor shall be required to provide bypass pumping or other means to insure wastewater service is not disrupted during the hold period.

1.08 SHOP DRAWINGS AND SUBMITTALS

- A. Submittals shall be submitted to the City for review and acceptance prior to construction in accordance with the General Conditions and specifications Section 01300 "Submittals." Submittals shall include the following:
 - 1. Performance Work Statement shall be provided with a table of contents and tabbed sections.
 - 2. The Contractor shall provide a bypass pumping plan to the City for approval prior to the start of bypass operations.
 - 3. Product:
 - a. A list of projects from the Manufacturer that total a minimum of 500,000 linear feet of liner installed in the United States. An Excel spread sheet shall be included listing as a minimum the name of projects, linear footage of main, completion date, contract amount, name of owner, address, contact person, and phone number.
 - b. Fabric tube – manufacturer and description of product components
 - c. Flexible membrane (coating) material and recommended repair (patching) procedure if applicable
 - d. Raw resin data – manufacturer and description of product components
 - e. Gasket seal data for main to lateral and main to lateral connections.
 - f. Manufacturer's shipping, storage and handling recommendations for all components of the CIPP system
 - g. All MSDS sheets for all materials to be furnished

- h. Tube wet-out and cure method including:
 - 1) A complete description of the proposed wet-out procedure for the proposed technology.
 - 2) The manufacturer's recommended cure method for *each* diameter and thickness of CIPP liner to be installed including the curing medium and the method of application
 - 3) Product submittals include 3rd party test results.

B. Quality Control Plan

- 1. Defined responsibilities of the Contractor's personnel for assuring that all quality requirements are met. These will be assigned by the Contractor to specific personnel.
- 2. Proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the Plan.
- 3. Proposed methods for product performance controls, including the method of and frequency of product sampling and testing both in raw material form and cured product form.
- 4. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified within this specification.
- 5. The manufacturer shall furnish a check list containing key elements of the CIPP installation criteria that is important for the City to ensure that quality control and testing requirements are performed in accordance with these specifications.
- 8. Installation process operations to be certified in accordance by ISO 9001 by 3rd party.

C. Engineering design calculations shall be submitted in a timely fashion prior to construction, in accordance with the Appendix of ASTM F-1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will not be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. All calculations shall include data that conforms to the requirements of these specifications.

- 1. These calculations shall be performed and certified by a Professional Engineer registered in the State of Florida.
- 2. The manufacturer shall certify as to the compliance of its materials to the values used in the calculations.

D. The liner manufacturer shall submit a tabulation of time versus temperature. This tabulation shall show the lengths of time that exposed portions of the liner will endure without self-initiated cure or other deterioration beginning. This tabulation shall be at 5°F (degrees Fahrenheit) increments ranging from 70°F to 100°F. The manufacturer shall also submit his analysis of the progressive effects of such "pre-cure" on the insertion and cured properties of the liner.

E. Certified copies of test reports of factory tests required by the applicable standards and this Section.

F. Manufacturer's installation instructions and procedures.

- G. CIPP Installation Record (Shot Record) to include shot number and corresponding manhole to manhole pipe reaches for each scheduled installation, design thickness, actual thickness delivered to the site, pipe diameter, reach length, total length of shot, and number of laterals.
- H. Wastewater pre-treatment plan including data, measurements, assumptions, calculations and procedures for the pre-treatment of CIPP process wastewater containing regulated chemicals.
 - 1. Manufacturers detailed procedures for repairing liners that have been installed incorrectly or that have failed during installation.
- H. Contractor's procedures and materials for service renewal including time and duration of sewer service unavailability and a complete description of the methods he intends to use to reconnect the existing laterals.
- I. Sampling procedures and locations for obtaining representative samples of the finished liner.
- J. Sampling tests for compliance by an independent laboratory shall be made according to the applicable ASTM specification and the manufacturer's quality control program.
- K. A final certificate of compliance with this specification shall be provided by the manufacturer for all lining material furnished.

1.09 WARRANTY

- A. The materials used for the project shall be certified by the manufacturer for the specified purpose and be warranted for a 20 year service life when exposed to operational deterioration conditions excluding support or external load changes. The Contractor shall warrant the liner material and installation for a period of one (1) year. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures in these specifications and as recommended by the manufacturer.
- B. On any work completed by the Contractor that is defective and/or has been repaired, the Contractor shall warrant this work for an additional one (1) year.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall be responsible for the delivery, storage, and handling of products. No products shall be shipped to the job site without the approval of the City.
- B. Keep products safe from damage. Promptly remove damaged products from the job site. Replace damaged products with undamaged products.

- C. The wet-out facility shall write the Shot number, total wet-out length, thickness, pipe width, and resin type on each bag delivered to the project.

D. PART 2 – PRODUCTS

2.01 GENERAL

- A. The materials used shall be designed, manufactured, and intended for sanitary sewer pipe relining and the specific application in which they are used. The materials shall have a proven history of performance in sewer relining and rehabilitation. Product shall have a documented and proven extended service life. At least 200,000 linear feet of the product shall have been in successful service within the State for a minimum of 10 years.
- B. Pipe lining products pre-approved by the City include: Insituform Technologies (CIPP Liner), LMK Enterprises (Performance Liner), Inner Cure Technologies (Reichold/Dion CIPP Liner), Lanzo Lining Services (Lanzo CIPP Lining System), and Premier Pipe (Premier Pipe CIPP Lining System), Layne Inliner (CIPP Liner), and Miller Pipeline (CIPP Liner). All products must meet the specification herein and will require approval prior to installation. Tube to meet ASTM F1216 and F1743 current editions and be able to withstand installation pressures and have sufficient strength to bridge missing pipe.
- C. All materials, shipped to the project site, shall be accompanied by test reports certifying that the material conforms to the ASTM listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV) degradation. On site storage locations, shall be approved by the City. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.
- D. The finished pipe liner in place shall be fabricated from materials which when complete are chemically resistant to and will withstand internal exposure to domestic sewage having a pH range of 5 to 11 and temperatures up to 150°F.
- E. Take all necessary field measurements of the existing pipe (including diameter, ovality and length) prior to manufacturing liners.
- F. The minimum length shall be that deemed necessary by the Contractor to effectively span the distance from the inlet to the outlet of the respective manholes unless otherwise specified. The Contractor shall verify the lengths in the field before manufacturing.
- G. Manhole liner termination seals. Submit proposed seals between sewer main liner and manhole. This space may be sealed with a mechanical seal, water swelling hydrophilic gasket, chemical seal, or in combination. Acceptable End Seals are Insignia End Seals by LMK Enterprises, 1779 Chessie Lane, Ottawa IL 61350 (815) 433-1275, or pre-approved equal.

- H. The point repair liner segment shall be designed as per the ASTM F1216 X.1 design appendix and will not include bonding to the host pipe wall as part of the design.
- I. Segment liner design will be based on a safety factor of 2, soil modulus of 1000 psi, soil density of 120 pcf, H2O live load, in place depth of cover, groundwater 3 ft. less than the depth of cover, and ovality of 2%.
- J. Point repair liner segments shall not begin or end at a pipe joint.
- K. Point repair segment liners shall have a minimum length of 3-ft. Segment liners shall extend a minimum of 1-ft. beyond the pipe defects at each end of the repaired section. Length of each required repair shall be verified in the field prior to installation.
- L. All cured-in-place point repairs shall be one piece. Separately fabricated or installed point repairs shall not have butted ends or overlaps.
- M. Hydrophilic Gasket Seals – The mainline tube shall include four molded hydrophilic O-rings at the mainline termination ends. The gasket(s) must be a minimum on 2.5mm thick and must retain this consistent thickness under installation pressures. The lateral tube shall include two molded hydrophilic O-ring gaskets attached six-inches from the terminating end of the lateral tube. The hydrophilic gasket seals must be manufactured in a controlled factory environment with strict quality control and quality assurance protocols. A liquid sealant, adhesives or other fluid like materials having paste like consistency will not be accepted.
 - 1. Exception, Use of Infrastructure Repair Systems, Inc. Gold Point Repair Systems or Trelleborg Drainpacker sectional liner repair systems will not require use of Hydrophilic Gasket Seals.
- N. Cured-In-Place Sectional Pipe Lining System Material Requirements (This paragraph hold precedence to other material requirements as it pertains to Sectional Pipe Lining exclusively).
 - 1. Materials

The lining material shall be a fiberglass matting material and fully impregnated with an epoxy resin as specified.

No natural Fiber material (such as felt) shall be used in the liner layers, only synthetic and mineral fibers shall be utilized. Resin shall arrive on the job site with no more than one-half of the manufactured shelf life expired. No material in opened containers shall be supplied from a previous job.

The mixed components of the epoxy resin shall have the following properties:

Item	Criteria
1. Solids Content	100% by weight
2. Pot Life	90 minutes at 70 Degrees F

- | | |
|------------------------|-----------------------------|
| 3. Shelf Life | at least 1 year (sealed) |
| 4. Viscosity | 18,000 cps (average at 70%) |
| 5. Density | 12 pounds per gallon |
| 6. Shore D-Hardness | |
| a. 7 Days-RT | 82 |
| b. 7 Days in H2O at RT | 76 |

The cured epoxy resin material shall have the following minimum properties:

<u>Item</u>	<u>Test Value</u>	
Referenced Standard		
Tensile Strength ASTM D 638	7,700 PSI	
Flexural Strength ASTM D 790	13,500 PSI	
Modulus of Elasticity D 790	400,000 PSI	ASTM

All materials shall have labels identifying contents and expiration dates.

- a. Exception, Sectional liners for storm water piping 30 & 36" diameters, sectional liners manufactured by Infrastructure Repair Systems, Inc. Gold Point Repair System using Epoxy Resin. This sectional liner thickness will vary from that required by article 2.03.D of this section. Use of this sectional liner will require hydrophilic end seals.
- b. Exception, Sectional liners for sewer piping from 8 to 24" diameters will be manufactured by Trelleborg using the epros DrainPacker method. Trelleborg sectional liners shall be manufactured from random fiber (chopped) glass mat, sewn together into a flat sheet material only.

2.02 STRUCTURAL REQUIREMENTS

- A. Each CIPP shall be designed to withstand internal and/or external loads as dictated by the site and pipe conditions. The CIPP design shall assume no bonding to the original pipe wall.
- B. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. The long-term modulus shall not exceed 50 percent of the short-term value for the resin system and shall be verifiable through testing. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test

with respect to the initial flexural modulus used in the CIPP design.

- C. The Contractor shall submit, prior to installation of the lining materials, certification of the compliance with these specifications and/or the requirements of the CIPP system. Certified material test results shall be included that confirm that all materials conform to these specifications. Materials not complying with these requirements will be rejected.
- D. The design thickness of the CIPP shall be arrived at using standard engineering methodology as found in ASTM F1216 and the physical properties. In no case shall the finished thickness of the cured liner be less than 4.5 millimeters. The required cured structural CIPP wall thickness shall be based, as a minimum, on the physical properties described in TABLE 02771 - 1 Minimum Physical Properties and per the design of the Professional Engineer and in accordance with the design equations in ASTM F 1216 Appendix X1 and the following design parameters:

TABLE 02771-1

Design Considerations	Criteria
Tube Design	ASTM F 1216 Appendix X1
Hydrostatic Buckling	ASTM F 2561 Section 6.1 and 6.1.1
Design Safety Factor	2.0
Retention Factor for Long Term Flexural Modulus to be used in Design	50 % - 75% of the short-term value of the resin system
Ovality	2 %
Groundwater Depth*	100% depth from pipe invert to surface
Soil Depth*	As indicated on the plans
Lining enhancement factor (K)	7
Soil Modulus**	1,000 psi
Soil Density**	120 pcf
Live Load**	One (1) H20 passing truck
Design Condition	Fully deteriorated
Minimum Long-Term Life	50 years

*Denotes multiple line segments may require a table of values

**Denotes information required for fully deteriorated design conditions

Minimum Physical Properties

Property	Standard	Cured Composite per ASTM F1216 (PSI)
Flexural Strength (Initial)	ASTM D790 mod.	8,000
Flexural Modulus of Elasticity (short	ASTM	250,000

term)	D790 mod.	
Flexural Modulus of Elasticity (long term)	ASTM D790 mod.	140,000
Tensile Strength	ASTM D638 & D2990	5000
Tensile Modulus of Elasticity (Initial)	ASTM D638 & D2990	280,000
Tensile Modulus of Elasticity (long term)	ASTM D638 & D2990	140,000
Chemical Resistance	ASTM D 543	Loss not to exceed values for required strength & elasticity
Flexural Strength - Spot Repairs Sectional Liners (Initial)	ASTM D790 Mod.	4500
Flexural Modulus of Elasticity – Spot Repairs Sectional Liner (Initial)	ASTM D790 Mod.	250,000

- E. When multiple layers are present, the layers of the finished CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or such that the knife blade moves freely between the layers. If separation of the layers occurs during testing of the field samples, new samples will be cut from the work. The composite of the materials will, upon installation inside the host pipe, exceed the minimum test standards specified by the American Society for Testing Methods. Any reoccurrence may be cause for rejection of the work.

2.03 CURED-IN-PLACE LINER

A. Fabric

1. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes or point repair pipe defects. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.
2. The sewn tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of Section 5.1 ASTM F-1216 (latest revision), ASTM F1743, or ASTM D5813. The tube shall be constructed to withstand installation

pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

3. The wet out tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness and be structurally adequate to accommodate the following physical conditions of the existing pipe to be rehabilitated:

SEWER DIAMETER	PIPE INVERT DEPTH UP TO 10'	PIPE INVERT DEPTH UP TO 10' – 15'	PIPE INVERT DEPTH 15' AND OVER
6"	4.5 mm	4.5 mm	4.5 mm
8"	6.0 mm	6.0mm	6.0 mm
10"	6.0 mm	6.0 mm	7.5mm
12"	6.0 mm	7.5 mm	9.0 mm
15"	7.5 mm	9.0 mm	10.5 mm
18"	9.0 mm	12.0 mm	13.5 mm
21"	10.5 mm	13.5 mm	15.0 mm
25"	12.0 mm	15.0 mm	16.5 mm
30"	15.0 mm	18.0 mm	21.0 mm
36"	16.5 mm	21.0 mm	24.0 mm
42"	22.5 mm	24.5 mm	28.5 mm
48"	22.5 mm	28.5 mm	33.0 mm

- 1) All pipes to be considered fully deteriorated.
 - 2) All pipes shall be subjected to soil load of 120 lbs./c.ft., with applicable live load, and water table two (2) feet below the top of the ground.
 - 3) All pipes shall have a minimum of 2% ovality in the circumference
 - 4) The following liner thicknesses shall be maintained as a minimum:
- D. The flexible tube shall be fabricated to a size that when installed will neatly fit (minimum 99.75%) the internal circumference of the existing sanitary sewer lines (including services). Allowance shall be made for circumferential stretching during insertion so that the final cured product is snug against the wall of the host pipe.
1. The outside layer of the tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.
 4. The tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
 5. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
 6. Seams in the tube shall be stronger than the non-seamed felt material.

7. The tube shall be marked for a distance at regular intervals along its entire length, not to exceed five feet. Such markings shall include the Manufacturers name or identifying symbol.
8. Unless otherwise specified, the Contractor will use a polyester filter felt tube and a resin and catalyst system compatible with the inversion process and having the minimum physical properties for the cured pipe identified in Table 02771 - 1 Minimum Physical Properties.

E. Resin

1. The resin system shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that when properly cured within the tube composite, meets the minimum requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties given herein these specifications Section 02771 and those, which are to be utilized in the design of the CIPP for this project.
2. The resin used shall not contain non-strength enhancing fillers.
3. The Contractor shall submit the resin characteristics, including filler identification, to the County for approval prior to lining activities.
4. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of the specification.

F. Repair Sleeve

1. Starting point, anywhere within main run.
2. Length, reference Unit Price Schedule.
3. Time for cure, 2 hours.
4. End thickness to taper down to 5mm for main line sleeves.

PART 3 – EXECUTION

3.01 PREPARATION

A. Prior to any lining of a pipe so designated.

1. It shall be the responsibility of the Contractor to remove all internal debris and clean the existing sewer line and/or lateral in accordance with the recommendations of the liner manufacturer prior to installation of the liner and in accordance with Section 02761 "Cleaning Sanitary Sewer Systems." Both mainline and lateral line shall be cleaned.
 - a. Preparation of the interior surface shall be accomplished by a thorough high-pressure water-jet cleaning. The pipe shall be left free of all loose sand, rock, or other deleterious materials. Any roots in the pipe shall be either removed or cut off flush with the interior.
 - b. If conditions such as broken pipe and major blockages are found that will prevent proper cleaning or where additional damage would result if cleaning is attempted or continued, the Contractor shall notify the City immediately. The City will determine what course of action will be taken to complete the project.
 - c. Precautions shall be taken by the Contractor to ensure that no damage or flooding of public or private property is caused by the cleaning operation.
 - d. The City shall inspect the prepared pipe for cleanliness and smoothness before the Contractor is authorized to proceed with pipe lining operations.

- B. Certified PACP personnel trained in locating breaks, obstacles and service connections by closed circuit television shall perform inspection of existing sewer lines. The interior of the line shall be carefully inspected in accordance with Section 02762 "Televising Sanitary Sewer Systems" to determine the location of laterals in any condition that may prevent proper installation of the liner pipe into the lines. Such conditions shall be noted so they can be corrected. A digital data video and a suitable log shall be prepared by the Contractor during the Work and provided to the City a minimum of two weeks prior to liner installation.
- C. The Contractor shall provide for the flow of sewage around the section or sections of pipe designated for lining as specified in Section 01516 "Collection System Bypass."
1. Flow control shall be exercised as required to ensure that no flowing sewage comes into contact with sections of the sewer under repair.
 2. A sewer line plug shall be inserted into the sewer upstream from the section to be repaired. The plug shall be so designed that all or any portion of the sewage flows can be released. During the review, testing and installation portion of the operation, flows shall be shut off in order to properly install the cured-in-place pipe lining. The upstream manholes shall be constantly monitored for degree of surcharging. After the installation is complete, flows shall be restored to normal level.
 3. Wherever lines are blocked off and the possibility of backing up the sewage and causing harm to public and private property is foreseen, it shall be the Contractor's responsibility to bypass flow from manhole to manhole.
 4. Bypassing shall be accomplished using sewer plugs with pump connections, by pumping down surcharged manholes, or by other methods acceptable to the City. All bypassed flow must be discharged to a sanitary sewer. Bypassed flow shall not be allowed to enter any storm line, drainage ditch or street gutter.
 5. During a bypass operation, the pump shall be manned continuously; the Contractor shall maintain the pump and bypass equipment; and shall be responsible for any damages to public or private property due to the malfunction of same.
- D. The Contractor shall clear the line of obstructions such as solids, dropped joints, protruding service connections or collapsed pipe that will prevent the insertion of the liner pipe. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then the City shall be notified immediately. Clearing obstructions shall be in accordance with Section 02766 "Sanitary and Storm Sewer Obstruction Removal".
- E. Do not install liner if ground water temperatures and/or ambient temperatures are excessive for the product installation procedures.
- F. Notification of Public or Customers: Customers shall be notified by the Contractor with door hangers at least 3 days (72 hours) prior to the shutdown of any lateral services. The door hanger shall be approved by the City and advise the customers of when the Work will begin, expected date of completion, the type of work, and contact person for any questions and the door hanger. When it is necessary to shut down a private sewer lateral while work is in progress and before the laterals are reconnected, the customers shall be notified by the Contractor. No sewer or water service is to remain shut down for more

than a period of 8-hours unless the Contractor provides substitute services for the residents. Commercial sewer services shall be maintained at all times that the business is open. No sewage from the services or main line shall be discharged on the ground or in waterways.

- G. Contractor shall coordinate pump stations, force main and sanitary sewer operation, bypass and shutdown control with the City
- H. Traffic Control: The Contractor shall provide all traffic control measures required for the safety of the public, workers and equipment during the Work and in accordance with FDOT and the City. Traffic maintenance shall be in accordance with Section 01570 "Maintenance of Traffic".
- I. The Contractor shall provide critical backup equipment to insure that the lining operation progresses without interruption. Required backup equipment shall include at a minimum 1 additional lateral cutter system and 1 additional CCTV camera system.

3.02 INSTALLATION OF LINER

- A. The CIPP liner shall be installed and cured in the host pipe per the manufacturer's specifications as described and submitted in the Performance Work Statement. CIPP installation shall be in accordance with the applicable ASTM Standards with the following modification:
 1. Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
 2. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat source. Another such gauge shall be placed between the impregnated reconstruction tube and the pipe invert at the remote manhole to determine the temperatures during cure. The resin manufacturer shall recommend temperature in the line during the cure period.
 3. The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube shall be inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point. Sufficient excess resin will be provided to insure excretion into cracked pipe and/or joints of the host pipe after curing.
 4. After inversion is completed, the Contractor shall supply suitable heat source and recirculation equipment. The equipment shall be capable of delivering the heat source throughout the section uniformly to raise the temperature above the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed. Temperatures shall be monitored and recorded throughout the installation process to ensure that each phase of the process is achieved at the manufacturer's recommended temperature levels. Copies of these records shall be given to the City at the completion of each installation.
 5. Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer's recommended cure schedule. The curing source input and output

- temperatures shall be monitored and logged during the cure cycles if applicable. The manufacturer's recommended cure method and schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM Standards as applicable, shall be taken into account by the Contractor.
6. For heat cured liners, if any temperature sensor or multiple sensors do not reach the temperature as specified by the manufacturer to achieve proper curing or cooling, the installer can make necessary adjustments to comply with the manufacturer's recommendations. The system computer should have an output report that specifically identifies each installed sensor station in the length of pipe, indicates the maximum temperature achieved and the sustained temperature time. Each sensor should record both the maximum temperature and the minimum cool down temperature and comply with manufacturer's recommendations.
 7. For UV cured liners, all light train sensor readings, recorded by the tamper proof computer, shall provide output documenting the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer's recommendation as included in the performance work statement.
 8. Temperatures and curing data shall be monitored and recorded by the Contractor throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP system manufacturer's recommendations.
 9. The Contractor shall immediately notify the City of any delays taking place during the insertion operation. Such delays shall possibly require sampling and testing by an independent laboratory of portions of the cured liner at the City's discretion. The cost of such test shall be borne by the Contractor and no extra compensation will be allowed. Any failure of sample tests or a lack of immediate notification of delay shall be automatic cause for rejection of that part of the Work at the City's discretion.
 10. Initial cure shall be deemed to be completed when inspection of the exposed portions of cured pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the cured-in-place inversion process, during which time the recirculation of the heat source and cycling of the heat exchanger to maintain the temperature continues. Contractor shall retain a resin-impregnated sample (wick) to provide verification of the curing process taking place in the host pipe.
 11. The Contractor shall cool the hardened pipe to a temperature below 100°F before relieving the static head in the inversion standpipe. Cool-down may be accomplished by the introduction of cool water into the inversion standpipe to replace water being drained and disposed per the approved pre-treatment plan. Care shall be taken in the release of the static head so that a vacuum will not be developed that could damage the newly installed pipe.
 12. Seal the area where the line enters or leaves each manhole. Finish the inside of the manhole with a quick set cement grout to raise the invert to the grade of the liner pipe. Also use this grout to dress up around the end of the liner. The Contractor shall seal the liner at all manhole reconnections with an approved product, compatible with the liner, to completely seal any annular space present. CIPP and the existing pipe in the manhole shall be sealed as above before proceeding on to the next manhole section and all manholes shall be individually inspected for liner cut-offs and sealing works.

13. Reinstate openings for all manhole drop assemblies after relining mainline sewer
 - a. Outside drop assemblies shall be lined with a cured-in-place liner compatible with the mainline liner, for the full length of the drop assembly and bend.
 - b. Inside drop assemblies are not required to be relined.
14. If the pipe liner fails to make a tight seal due to broken or misaligned pipe at the manhole wall or other reason, the Contractor shall apply a seal at that point.
15. The temperature of water discharged to the sewer system from processing liners shall not exceed 100°F maximum or the level allowed by State or Local standards. When draining water, care shall be exercised not to create a vacuum in the line.
16. After the liner has been installed, all active, existing services shall be temporarily reinstated. This shall be done without excavation in pavement areas, and in the case of non-man-entry pipes, from the interior of the pipeline by means of a 360° (degree) television camera and a cutting device that re-establishes the service connection. When a remote cutting device is used and a cleanout is available, then a mini-camera down the service may also be used to assist the operator in cutting or trimming. All coupons shall be recovered at the downstream manhole and removed.
17. The cost for maintaining sanitary sewer service for the property owners shall be included in the prices bid and no additional compensation will be allowed.

B. Lining of Service Laterals: Refer to Section 02772 "Cure-In-Place Pipe Lateral Renewal" for rehabilitation of service laterals and main to lateral connections.

3.03 POST INSTALLATION

A. Service Lateral Renewal

1. The number of service connections on some sewer segments may exceed the number of buildings actually served. It is the Contractor's responsibility to determine through dye testing, or other acceptable methods, the services that are live and require reinstatement prior to commencing lining of the sewer main.
2. Inactive services to vacant parcels shall be renewed, unless otherwise directed by the City.
3. The exact location and number of service connections or side sewers shall be verified during the initial television inspection. It shall be the Contractor's responsibility to accurately field locate all existing service connections or side sewers and establish means for access for flow control. The Contractor shall reconnect all service connections or side sewers to the liner pipe as indicated in accordance with the Contract Documents.
4. The Contractor shall be responsible for restoring/correcting, without any delay, all missed or faulty reconnections, as well as any damage caused to property owners for not reconnecting the services soon enough or for not giving notice to the property owners.
5. Any lateral not initially reinstated by the Contractor that proves to be active shall be reinstated by the Contractor at no additional cost to the City and the Contractor shall be responsible for any resulting property damage of floods.
6. All existing service connections shall be reconnected by a remote controlled cutting device directed internally by a television camera or by internal manual cutting. Cuts shall be made by experienced operators so that no blind attempts or holes are made in

the liner pipe. Locations shall be verified carefully to match earlier tapes for accurate lateral location, especially where dimples are not well defined. The City reserves the right to require service connection by excavation at the Contractor's expense at any location if the quality or workmanship of the cut is not satisfactory.

7. A 2-pass process of utilizing a cutter to open the lateral followed by wire brush (or similar) attachment to complete the cutting flush with the lateral walls should be utilized, or approved alternate. It shall be properly aligned, invert to invert, to the existing connection with no obstructions to the flow. Resin slugs shall be removed as necessary from reinstated service connections. Any miss-cuts shall be repaired at no cost to the City and shall be performed utilizing an additional thinner liner to prevent water from entering behind the liner to the full satisfaction of the City. All coupons cut from the liner for reopening of lateral connections shall be retrieved from the sewer, accounted for by the Contractor, and turned over to the City.
 8. Service connections shall be reinstated to at least 95% of the original area as it enters the host pipe.
 9. All service connections and side sewers to be reconnected to the main sewer, shall be cleaned up to a length of 1-foot from the inside face of the existing wall of the main pipe. All deposits within the first foot of the service connection or side sewer in the service connections shall be removed and laterals reinstated.
 10. Contractor shall provide a sound, smooth transition from laterals/side sewers to the main sewer. Contractor shall submit for approval a detailed repair plan for the permanent repair of any gaps between the installed liner and the face of the lateral/side sewer connections.
 11. For PVC laterals or laterals that have been previously lined with cured-in-place pipe the Contractor shall take care during the reinstatement to avoid damage to the lateral pipe.
- B. Each pipe lined shall be post-CCTV inspected in accordance with Section 02762 "Televising Sanitary and Storm Sewer Systems" as soon as practical after processing to assure complete curing.
1. The Contractor shall not reactivate any section of lined sewer pipe until authorized to do so by the City. Segments not fully conforming to these Specifications must be immediately brought to the City's attention with a proposed method of correction.
 2. Immediately prior to conducting the post-lining CCTV, the Contractor shall thoroughly clean the newly installed liner removing all debris and build-up that may have accumulated, at no additional cost to the City.
 3. The post-CCTV inspection documentation shall be submitted within 5 working days of the liner installation. The City may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted.
 - a. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost
- C. Defects
1. The liner shall be continuous and free of all visual and material defects except those resulting from pre-lined conditions (such conditions shall be brought to the attention of the City prior to lining).
 2. There shall be no damage, deflection, holes, delaminating, uncured resin or other visual defects in the liner.

3. The liner surface shall be smooth and free of waviness throughout the pipe.
4. No visible leakage through the liner or at manhole or service lateral connections will be allowed.
5. Any defects located during the inspection shall be corrected by the Contractor to conform to the requirements of the specifications and to the satisfaction of the City.
6. Defects in the installed CIPP shall be identified and defined as specified in Section 02762 Televising Sanitary and Storm Sewer Systems.
7. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.
8. Un-repairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

3.04 TESTING

- A. The physical properties of the installed CIPP may be verified through field sampling and laboratory testing. All testing shall be furnished by the Contractor. Upon the City's request the Contractor shall be performed at the Contractor's expense, by an independent third party laboratory selected by the City as recommended by the CIPP manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements in these documents.
- B. The Contractor shall pay for all testing included in this section
- C. The Contractor shall provide samples for testing from the actual installed CIPP liner. The Contractor shall determine sampling location and procedures to ensure representative samples are obtained from the finished liner, subject to the approval by the City. The contractor shall provide removable sizing sleeves, when possible, to collect liner samples, which accurately replicate the host pipe diameter.
 1. A minimum of 1 sample shall be taken of the first segment installed or as directed by the City.
 2. A minimum of 2 samples shall be taken for each 2,500 lineal feet of liner material installed or for each manufacturing lot, if less, or as directed by the City.
 3. A minimum of 6 samples per project shall be taken for each type of liner furnished or as directed by the City.
 4. A sample shall be cut from a section of cured liner that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink such as sand bags.
 5. All curing, cutting, and identification of samples shall be witnessed by the City.
- D. Tests of the samples shall be conducted in accordance with ASTM standards
 1. Short term flexural properties: The initial tangent flexural modulus of elasticity and flexural strength shall be measured in accordance with test methods in ASTM D790.
 2. Fiber reinforced flexural properties: specimens should be sampled in accordance

with ASTM F1743, section 8.1.2 and flexural properties shall be determined in accordance with ASTM F1743, section 8.1.3 along the longitudinal and circumferential axis of the installed CIPP.

3. Fiber reinforced tensile properties: Where the CIPP is reinforced with oriented continuous or discontinuous fibers to enhance the physical properties of the CIPP, specimens shall be sampled in accordance with ASTM F1743, section 8.1.2 and tensile properties shall be determined in accordance with ASTM D3039 and tested along the longitudinal axis and circumferential axis of the installed CIPP.

4. CIPP wall thickness shall be determined in a manner consistent with ASTM D5813, section 8.1.2. Thickness measurements shall be made in accordance with the practice in ASTM D3567 for ASTM D5813, section 8.1. Deduct from the measured values the thickness of any plastic coating or CIPP layer not included in the structural design of the CIPP. The average thickness shall be calculated using all measured values and shall meet or exceed the minimum design thickness. The minimum wall thickness at any point shall not be less than 87.5% of the approved specified thickness.

- E. The installed CIPP thickness shall be measured for each liner shipment to the job site. If the CIPP thickness does not meet that specified in the contract and submitted as the approved design by the Contractor, then the liner shall be repaired or removed. The samples shall be made by core drilling 2-inch diameter test plugs at random locations selected by the City. As an alternative the Contractor may use industry proven, non-destructive methods for confirming the thickness of the installed CIPP if it can be shown the calibrated thickness is the same as core test plugs.

3.05 ACCEPTANCE

A. Liner

1. It is the intent of these specifications that the completed liner with all appurtenances shall be essentially equivalent in final quality and appearance to new sewer installation.
2. The finished liner shall be continuous over the entire segment between manholes and homogenous throughout.
3. The finished liner shall be fully rounded and as free as commercially practicable from visible defects, including but not limited to damage, deflection, holes, delamination, ridges, cracks, uncured resin, foreign inclusions or other objectionable defects.
4. Where a defect in the liner requires removal of a section of the liner in the City's opinion, the Contractor shall make all repairs as required by the City and shall install a segmental liner, compatible with the liner, to accomplish a continuous finished liner.
5. The pipe shall be neatly and smoothly cut off at each manhole. The manhole trough shall be raised to the invert of the liner to preclude snagging and shoaling of debris.

- B. Defects: Any defect which will or could affect the structural integrity, strength of the lining, flow impairment, or leaks shall be repaired as outlined below or in accordance with the approved repair or replacement procedures as recommended by the CIPP system

manufacturer. The repair or replacement of the defects will be at the Contractor's expense.

1. Leaks

- a. There shall be no visible infiltration through the liner, around the liner at manhole connections, at lined service connections or in lined services. Contractor shall repair any visible leaks and the repair method shall be approved by the City.
- b. Completed installations of either Trelleborg Drainpacker method or Infrastructure Repair System, Inc. sectional liners at repair locations that had infiltration prior to repair will need to be reviewed to confirm that the repair has stopped the infiltration. This verification will be made by closed circuit televising. If infiltration remains the sectional liner will need to be sealed using a method approved by the City.
 - 1) If the repair is structural only and is damp but not visual infiltration then only the liner installation is to be confirmed.

2. Wrinkles/Fins

- a. Wrinkles outside the flow line of the pipeline:
 - 2) Wrinkles/fins in height up to a maximum of 5% of the inside diameter of the host pipe are acceptable
 - 3) Wrinkles/fins over 5%, particularly those of a longitudinal configuration, may be acceptable and should be evaluated, by the project engineer for acceptance, on a case-by-case basis.
- b. Wrinkles in the flow line:
 - 1) Wrinkles/fins projecting more than 5% into the flow that are generally longitudinal in their orientation may be deemed acceptable by the City on a case-by-case basis by considering any potential operation and maintenance issues that would result from their being left in place.
 - 2) Wrinkles/fins in the lower third or flow line of the finished CIPP (based upon the depth of flow) that are generally circumferential in their orientation should not exceed 0.5-inches, whichever is smaller. Acceptability of larger wrinkles/fins meeting this characterization shall be, on a case-by-case basis by the City with consideration given to potential operations and maintenance issues that would result from their being left in place.
- c. Repair when wrinkles/fins are removed:
 - 1) Wrinkles should be fully cured, tight and the resin should be homogeneous across the full width of the wrinkle.
 - 2) In most cases, when wrinkles/fins are removed from the installed CIPP, the resin in the liner pipe is fully cured and homogeneous and no further repair is required. If a repair is required the manufacturer should be contacted for the correct repair procedure.
- 3. Blisters should be probed and punctured to determine the existence of water behind the blister.
 - a. No action required unless the pipe is leaking at the blisters.
- 4. Lifts in Liner
 - a. Soft lifts should be re-processed by the Contractor to fully cure the CIPP.
 - b. Hard lift shall be removed and a new short liner as required being equivalent to the original installed CIPP.
- 5. A bulge in the invert caused by residual debris left in the pipe that impedes the flow

- characteristics of the pipeline should be cut out.
- a. Cut out the section of the bulge and replace with a new short liner equivalent to the original product or as recommended by the manufacturer.
 6. Pinholes: the area where the liner has pinholes should be patched with a short-liner repair or the liner removed and replaced as recommended by the manufacturer.
 7. Soft spot in liner needs to be reheated and hardened or cut out and replaced or as recommended by the manufacturer.
 8. Dry tube or white spots are not acceptable and shall be removed and a patch repair shall be performed or as recommended by the manufacturer.
 9. Liner surface peeled off
 - a. Cut out a representative sample of the CIPP
 - b. Test physical properties and remaining CIPP thickness to verify that the contract design requirements are met.
 - c. Replace liner or as recommended by the manufacturer
 10. Hole in the liner is not acceptable
 - a. Small holes can be repaired with epoxy
 - b. Short liner installed over larger holes or as recommended by the manufacturer
 11. Cracks in liner are unacceptable and shall be repaired
 12. Loose liner seam tape shall be removed to prevent potential hang-up of debris.
 13. Annular space between host pipe and liner at manhole
 - a. If leaking between the host pipe and the CIPP, inject a hydrophilic type grout to stop the leakage.
 - b. If the pipe is located in groundwater, inject a hydrophilic type grout to stop possible future leakage.
 - c. If the pipe is not in groundwater, a cementitious grout can be used to fill the space.
 14. Liner delamination
 - a. Cut out the section of delaminated liner and replace with a new short liner equivalent to the original product or as recommended by the manufacturer.
 15. CIPP discoloration
 - a. Obtain a sample for testing the CIPP physical properties. Follow manufacturer's recommendations for repair.
 - b. Remove and replace the CIPP physical if the physical properties do not meet the contract minimum requirements.
 - c. No action required if the tested samples meet the physical properties.
 16. Improper repair of CIPP: duct tape is not an acceptable repair for any situation.
 17. The CIPP should fit tight inside the host pipe.
 - a. If the CIPP does not fit tightly against the original pipe at its termination point(s), the full circumference of the CIPP exiting the existing host pipe should be sealed by filling with a resin mixture compatible with the CIPP.
 18. Overcut connection not allowed
 - a. Opening cut to match bottom of service pipe to eliminate debris build-up
 - b. If an overcut is made, grout the interface between the connection and the mainline
 - c. Install a connection hat
 - d. Install a short liner, then re-cut the service connection opening
 19. Leakage between CIPP and host pipe at service connection
 - a. Leakage shall be stopped
 - b. Grout the interface between the connection and the mainline

- c. Install a connection hat
- 20. Connection hat issue
 - a. Coating from mainliner not removed before installing the hat
 - b. Loose material shall be removed
 - c. Remove and replace the connection hat as recommended by the manufacturer
- 21. Undercut service connection
 - a. Finish cut with brush to create a smooth opening
- 22. Resin slug in service connection
 - a. If not blocking the flow from the service connection and slug does not impede more than 20% of the connection opening, no action required
 - b. If blocking the flow, remove slug or dig up and replace the connection

C. Service Connections

- 1. The CIPP lateral lining shall not inhibit the CCTV post video inspection of the mainline or service lateral pipes.
- 2. Reinstatement of all lateral connections shall be done neatly and smoothly.

3.06 CLEAN-UP AND RESTORATION

- A. The Contractor shall not allow the site of the Work to become littered with trash and waste material, but shall maintain the site in a neat and orderly condition throughout the construction period.
- B. On or before completion, the Contractor shall clean and remove from the site of the Work all surplus and discarded materials, temporary structures, stumps and portions of trees, and debris of any kind. He shall leave the site of work in a neat and orderly condition, similar or equal to that prior to construction.
- C. All private and public property along or adjacent to the Work disturbed by construction operations shall be restored to a condition similar or equal to that existing prior to construction.
- D. Before final acceptance by the City, the Contractor shall replace and/or restore any water, sewer, drain, and gas lines and appurtenances; electrical, telephone, telegraph conduits and wires, both underground and aboveground, and appurtenances; traffic signals, fire and police alarm systems and appurtenances; sidewalks, curbs, gutter, drainage ditches and pavements and all other public utility facilities and appurtenances along or adjacent to the Work that may have been disturbed by construction operations.
- E. Conditions permitting, property cleanup and restoration shall begin and be prosecuted to completion on a timely basis as set forth herein.

3.07 PROGRESSIVE CIPP INSTALLATION RECORD (shot record)

- A. The Contractor shall provide a progressive CIPP Installation Record (Shot Record) with monthly application for partial payments. The progressive shot record shall indicate quantities actually installed and deviations to the parameters included in the shot record (i.e.

shot number and corresponding manhole to manhole pipe reaches for each scheduled installation, design thickness, actual thickness delivered to the site, pipe diameter, reach length, total length of shot, and number of laterals).

- B. Monthly partial payments will not be approved without prior approval of the progressive CIPP Installation record (Shot Record) including verification and acceptance of all quantities by the City.
- C. Payment for liner installation will be made based on pipe diameter, liner thickness, and feet of installation.
- D. Payment for renewal of service laterals will be made for each restoration.

3.08 WARRANTY INSPECTION

- A. All liner installation shall be warranted to be free from defects in materials and workmanship for a period of five (5) years from the date of project acceptance. Should a defect occur during this five (5) year period that is attributable to the liner installation or materials, then this defect shall be repaired within four (4) weeks from the date of defect notification to the contractor at no additional cost to the Owner.
 - 1. The contractor shall be responsible for all required repair costs associated with a liner failure during the warranty period including all cost associated with lateral backups into buildings and all property damage.

END OF SECTION

SECTION 02959 SEWER MAIN AND LATERAL CONNECTION SEALING BY CHEMICAL GROUT

PART 1 GENERAL

1.01 DESCRIPTION

- A. Section includes requirements for rehabilitation of defective mainline joints, circumferential mainline cracks, other small mainline defects and defective lateral-mainline interfaces by application of chemical grout material.
- B. Provide all labor, materials, tools, equipment and incidentals as shown, specified, and required for testing sewer pipe joints by applying a positive air pressure to the joints, monitoring and recording the pressure in the void. The intent of joint & connection testing is to identify those sewer joints, lateral connections and laterals that are not watertight and that can be successfully sealed by packer injection grouting. This document can be utilized for the following applications:
 - 1. Test all joints in a mainline segment
 - 2. Test all service lateral connections from the sewer main to a predetermined distance up the sewer lateral.
 - 3. Test all joints within a predetermined distance in laterals directly connected to manholes.
- C. Provide all labor, materials, tools, equipment, and incidentals as shown, specified, and required to grout pipeline joints, joints in laterals connected to manholes and lateral connections to the mains using the packer injection method.
 - 1. Packer injection grouting is used to reduce the infiltration within the pipeline, seal annular space between liners and host pipes at lateral connections, seal pipe joints that have failed the joint test criteria, provide external pipe support, but not a structural rehabilitation, by stabilizing soils outside the pipe and prevent further loss of pipe bedding into the pipe.
 - 2. Packer injection grouting shall be accomplished by pressure injection of chemical grout into the soils encompassing the exterior of pipe joint. Chemical grouts shall be designed to be injected into the soil surrounding the pipe, which stabilizes the soil and forms a permanent impermeable seal called a grout/soil ring, and into the annular space between liners and host pipes. Adequate volumes of grout must be injected to form an effective seal. Adequate amounts of grout are based generally upon pipe size and field conditions. This application will be through structurally sound joints and lateral connections through penetrations from within the pipe by using the packer method in tandem with a closed circuit television (CCTV) inspection system.
- D. All contractors and employees vehicles on the project site for the City shall clearly and boldly display their full name, address, and phone number.
- E. Maintenance of Traffic (MOT)
Refer to General Requirements Section 01570, Maintenance of Traffic requirements.

- F. All contractors and employees vehicles on the project site for the City shall clearly and boldly display their full name, address and phone number.

1.02 DEFINITIONS

- A. Mainline: Sewer Main.
- B. Lateral: Service pipe from property line to mainline.
- C. Lateral-Mainline Interface: Lateral connection to mainline.
- D. Lateral-Mainline Interface Seal: Watertight seal between lateral and mainline.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01101 – Special Requirements (Gravity Inspections Only), Rev. PW2019-02
- B. Section 01300 – Submittals, Rev. PW2019-02
- C. Section 01516 – Collection System Bypass, Rev. PW2019-02
- D. Section 01570 – Maintaining of Traffic, Rev. PW2019-02
- E. Section 02761 – Cleaning Sanitary and Storm Sewer Systems, PW2019-02
- F. Section 02762 – Televising Sanitary and Storm Sewer Systems, Rev. PW2019-02
- H. Section 02763 – Televising Sanitary Sewer Service Laterals, Rev. PW2019-02
- I. Section 02766 – Sanitary and Storm Sewer Obstruction Removal Rev. PW2019-02

1.04 QUALITY ASSURANCE REQUIREMENTS

- A. Follow:
 1. ASTM F2304 Standard Practice for Rehabilitations of Sewers using Chemical Grouting, latest revision.
 2. ASTM F2454 Standard Practice for Sealing Lateral Connections and lines from the Mainline Sewer Systems by Lateral Packer Method, Using Chemical Grouting, latest revision.
- B. Commercially Proven Products:
 1. Minimum 12,000 mainline joints and 1,000 lateral-mainline interfaces successfully grouted and documented in the United States and Internationally.
 2. Translate international installations into English to Engineers approval.

- C. Personnel involved in sealing of joints and lateral connections: Certified by grout manufacturer they have successfully completed training in handling, mixing and application of grout for sanitary sewer line and joint and lateral connection sealing.
- D. Third-Party Inspector: Minimum of 5 years' experience in Chemical grouting applications and have no financial or directorial link to grout manufacturer or Contractor.
- E. Engineer may inspect and test grout at factory, before delivery to site, while in storage, or prior to use.
- F. Internally CCTV inspect host pipe prior to grouting, during grouting and post grouting.

1.04 SUBMITTALS

- A. Submit following Section 01300.
 - 1. Catalog data showing manufacturer's clarifications and updates, ASTM references, material composition, specifications, and physical and chemical properties of grout.
 - a. Chemical Grout Information:
 - 1) Description of chemical grout materials.
 - 2) Description of proposed additives to be used.
 - 3) Manufacturers recommended procedures for storing, mixing, testing, and handling of chemical grouts.
 - 4) SDS sheets for all materials to be used.
 - b. Identify the manufactures & models of the packers to be utilized on the project.
 - 2. Calculations of expected volumes of annular space between packer and pipe wall, to be used in calculating required gel times.
 - 3. Manufacturer's recommended procedures for handling, storing, mixing and injecting grout.
 - 4. Method of Construction.
 - a. Access manholes and site locations.
 - b. Work dimensions.
 - c. Size of working area.
 - d. Impacted portions of existing sewer.
 - e. Site access points.
 - f. Bypass pumping plan: Following Section 01516.
 - 5. Emergency plan detailing procedures to be followed in event of health and safety emergency, pump failures, sewer overflows, service backups, and sewage spillage. Maintain copy on site for duration of project.
 - a. Address dangers associated with sewer rehabilitation work.
 - b. Identify Health and Safety officer. (i.e. crew chief)
 - c. Designated Health and Safety officer:
 - 1) Responsible for providing health and safety oversight of personnel participating on project team.
 - 2) Perform and document routine work area inspections, conduct safety meetings, and provide safety orientations for team members.
 - 3) Have in easily accessible location, the following contact information

- a) Non-emergency number.
- b) Contractor's health and safety representative name and number.
- c) Occupational health clinic number(s).
- d. Submit for review the following;
 - 1) List of critical rehabilitation equipment, to be inspected on daily basis.
 - 2) Recently completed (previous month) monthly maintenance log.

B. Submit following Section 01300.

1. Grout manufacturer's certification that Contractor is approved installer of their system. Certificates of training in handling, mixing, and application of grout for sanitary sewer line and joint and lateral connection sealing for grout truck operator and at least one crewmember involved in sealing process.
2. Third party lab test results for field installations in United States of same grout system as proposed for actual installation.
 - a. Test results must verify grout physical and chemical properties specified herein have been achieved in previous field applications.
3. CCTV inspection reports and electronic downloads following 02762 and 02763 before and following sewer joint sealing. Furnish original copies of CCTV inspections color DVDs to Engineer within 10 days.
4. Documentation for Products and Installers: Engineer's approval required before acceptance or injection of grout.
5. Proof of grout manufacturer's product liability insurance, if requested by Engineer.
6. Pump calibration information.
7. Field sealing records.
8. Certification of accuracy and calibration of pressure sensing/monitoring equipment by independent testing firm within one month before use of equipment.
9. Upon completion of each pipe segment, submit a report showing the following data for each joint and/or lateral connection tested, grouted or attempted to be grouted in accordance with NASSCO PACP.
 - a. Identification of the sewer pipe section tested by assigned sewer ID (if available) and length.
 - b. Type of pipe material, diameter & depth of pipe to the surface at manholes.
 - c. Length of pipe sections between joints.
 - d. Test pressure used and duration of test.
 - e. Pass/fail results for each joint/connection tested.
 - f. Location stationing of each joint/connection tested and location of any joints/connections not tested with an explanation for not testing.
 - g. Volume of grout material used on each joint or connection.
 - h. Gel set time used (cup test results from tanks)
 - i. Grout mix record of the batches mixed including amount of grout and catalyst, additives, temperature of the grout solution in tanks.
 - j. Operator conducting testing and sealing shall be noted on the reports.
 - k. Video recordings

- 1) Video recording shall include testing and sealing operations for each joint/lateral (including inflation and deflation over the joint/lateral) displaying the final air test of joints or laterals.
- 2) Additional final recording, if specified, shall include inspection of the pipe or lateral after all grouting work is complete.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect, store, and handle grout or other material during transportation and delivery, while stored on-site, and during installation following manufacturer's recommendations.
- B. Grout Material found defective or damaged due to manufacture or shipment:
 1. Remove from Contract site and replace, following Engineer's direction, at no cost to the Commission.

PART 2 - PRODUCTS

2.01 TESTING EQUIPMENT & GROUTING EQUIPMENT

- A. The basic equipment used for mainline pipe joints and for laterals connected to the mainline shall consist of a remotely operated color television camera capable of pan and tilt, joint testing device (referred to hereafter as a packer), and test monitoring equipment. The equipment shall be constructed in such a way as to provide means for introducing air under pressure into the void area created by the expanded ends of the packer against the host pipe and a means for continuously measuring, viewing and recording the actual static pressure of the test medium and grout within the void area only. The packer shall be of a size less than the diameter of the host pipe, with the cables at either end used to pull it through the line and may be constructed in such a manner as to allow a restricted amount of sewage to flow at all times. Packer shall be expanded by air pressure. Packers shall be of low void space construction with void volume given by the packer manufacturer.
- A. The device for testing lateral connections shall consist of inflatable mainline end elements and a lateral grouting plug that creates a void area extending beyond the main connection. Whenever possible, use a lateral grouting plug sized to match the diameter of the lateral being grouted with an effective sealing length of at least PREDETERMINED DISTANCE BY ENGINEER. Where the lateral is capped, utilize alternate lateral grouting plug or equipment sized appropriately for the capped lateral. In cases where the lateral transitions from 6" to 4" in diameter, use a 4" lateral grouting plug. However, it is possible that due to physical restrictions the lateral plug may not launch and thus the service may not be able to be grouted.
- B. The basic equipment for 4-inch and 6-inch laterals connected to manholes shall consist of a flexible push-type packer and mini-push camera. The device for testing lateral pipe connected to the manhole shall be capable of testing the joints within PREDETERMINED DISTANCE BY CITY of the lateral or to the cleanout, whichever comes first, from the manhole toward the building. If the lateral contains a transition,

CONTRACTOR may change out diameters of push packer or grout lateral using only a 4-inch push packer.

- C. Void pressure data shall be transmitted from the void area to the monitoring equipment or video picture of a pressure gauge mounted on the packer and connected to the void area. All test monitoring shall be above ground and in a location to allow for simultaneous and continuous observation of the televising monitor and test monitoring equipment.
- D. Grouting equipment shall consist of the packer, appropriate pumping and hosing systems capable of supplying an uninterrupted flow of sealing materials to completely fill the voids. Grout pumping system shall be sized to deliver a mixed volume of grout at a minimum of 3 gpm and 30 gallons of uninterrupted flow within 10 minutes.
- E. Volume of mixed grout pumped must be capable of being measured and recorded for each grouted joint/connection. Generally, the equipment shall be capable of performing the specified operations in sewers where flows do not exceed 25 percent of pipe diameter unless permitted by CITY.
- F. Connection and lateral service sealing shall be accomplished using the lateral grouting plugs and push packers specified above. Provide back-up bladders for each packer on-site at all times during grouting procedures.
- G. Equipment for cleaning lateral blockages shall be readily available while any lateral grouting work is being performed.

2.2 MATERIALS

- A. Grouts - General
 - 1. While being injected, the grout must be able to react /perform in the presence of water (groundwater).
 - 2. The ability to increase grout mix viscosity, density and gel strength by increased concentration of constituents or the use of approved additives.
 - 3. The cured grout must withstand submergence in water without degradation.
 - 4. The resultant grout formation must be homogeneous and prevent the passage of water (infiltration) through the pipe joint.
 - 5. The grout must not be biodegradable.
 - 6. The cured grout should be chemically stable and resistant to organics found in sewage.
 - 7. Residual grout shall be easily removable from the sewer line to prevent blockage of the sewage flow.
 - a. Handle, mix, and store grout in accordance with the manufacturer's recommendations. The materials shall be delivered to the site in unopened original manufacturer's containers.
- B. Grouting.
 - 1. Properties and Characteristics.
 - a. Will perform in presence of infiltrating water (groundwater), during injection.
 - b. Packaged for field storage, handling requirements with minimum spillage and worker safety.

2. Cured grout:
 - a. Submergible in water without degrading.
 - b. Not biodegradable.
 - 1) Additives may be used to meet this requirement, without effecting long-term strength.
 - c. Chemically stable and resistant to concentrations of acids, alkalis, and organic materials found in normal sewage.
3. Composition.
 - a. Acrylamide gel:
 - 1) Minimum of 10 percent acrylamide base material by weight in total grout mix.
 - 2) Higher concentration percent of acrylamide base material (maximum 20%) may be used to increase strength or offset dilution during injection.
 - 3) Able to tolerate some dilution and react in moving water during injection.
 - 4) Approximately 2 centipoise viscosity. Can be increased with additives.
 - 5) Constant viscosity during reaction period.
 - 6) Controlled reaction time from 10 seconds to 1 hour.
 - 7) Curing reaction producing a homogenous, chemically stable, non-biodegradable, firm, flexible gel.
 - 8) Able to prevent dehydration and increase-mix viscosity, density and gel strength by use of additives.
 - a) Diatomaceous earth (Celite 209 or equal) can be added to concentration of five percent.
 - b) Use of other additives following manufacturer's recommendation and Engineer's approval.
 - 9) Root control additive 2, 6-Dichlorobenzonitrile, may be added following manufacturer's recommendation and Engineer's direction.
 - 10) Avanti AV-100 Grout is a pre-approved product.
 - b. Urethane gel:
 - 1) Ratio: One part urethane prepolymer mixed with 5 to 10 parts water by volume.
 - a) Recommended mix ratio: 1 part urethane prepolymer to 8 parts of water (11 percent prepolymer).
 - 2) Liquid prepolymer:
 - a) Solids content: 77 to 83 percent.
 - b) Specific Gravity: 1.04 (8.65 pounds per gallon)
 - c) Flash Point: 20 degrees F.
 - d) Viscosity: 600 to 1,200 centipoises water at 70 degrees F.
 - 3) Water for reacting prepolymer: pH of 6.5 to 8.
 - 4) Curing reaction:
 - a) Produces chemically stable, non-biodegradable, tough, flexible gel.
 - b) Able to increase mix viscosity, density, gel strength and resistance to shrinkage by using additives in water component of grout.
 - c) Minimum 15 percent shrink control agent supplied by the same manufacturer.
 - c. Acrylate gel:
 - 1) Minimum 10 percent acrylate base material by weight or as specified by the manufacturer.

- a) In total grout mix, a higher concentration (percent) of acrylate base material may be used to increase strength or offset dilution during injection.
- b) If acrylate base material is in 40 percent solution 27.5 percent by weight of total grout mix: 11 percent base material.
- 2) Able to tolerate some dilution and react in moving water during injection.
- 3) Viscosity: Approximately 2 centipoises.
 - a) Can be increased with additives.
- 4) Constant viscosity during reaction period.
- 5) Controlled reaction time: 10 seconds to 1 hour.
- 6) Curing reaction producing homogeneous, chemically stable, non-biodegradable, flexible gel.
- 7) Able to prevent dehydration and to increase-mix viscosity, density and gel strength by use of additives.
 - a) Diatomaceous earth (Celite 209 or equal) can be added to concentration of five percent, by volume.
 - b) Use of other additives following manufacturer's recommendations and Engineer's approval.
- 8) Root control additive 2, 6-Dichlorobenzonitrile, may be added following manufacturer's recommendation and Engineer's direction.

C. Additives

1. At the CONTRACTOR'S discretion and according to field conditions, additives may be selected and used within the manufacturers recommended quantities.
2. Strengthening Agents
 - a. For joint grouting, a latex or "diatomaceous earth" additive may be added to increase compressive and tensile strength. The quantity of strengthening agent additive shall be as recommended by the manufacturer and approved by ENGINEER. Product Manufacturer:
3. Root Inhibitor
 - a. When roots are present, for joint and lateral connection joint grouting, a root deterrent chemical shall be added to control root re-growth. The quantity of inhibitor shall be as recommended by the manufacturer and approved by ENGINEER.
4. Dye - A manufacturer approved water soluble dye without trace metals may be added to the grout tank(s) for visual confirmation.
5. Gel Time Modifier - A gel time extending agent may be used in accordance with the manufacturer's recommendations to extend gel time as necessary.
6. Freeze/Thaw - In those lines where the grouting material may be exposed to a freeze-thaw cycle, ethylene glycol or other ENGINEER approved additive shall be used to prevent chemical grout cracking once set.
7. When using non soluble additives the grout tanks must have mechanical mixing devices to keep the additives in suspension and maintain a uniform solution of grout and additive.

2.2 EQUIPMENT

A. General.

1. CCTV system, necessary chemical grout containers, pumps, regulators, valves, hoses, joint sealing packers for various sizes of sewer pipes, and lateral bladders.
 2. Air pressure monitoring system:
 - a. Configured with no valves on air line between measuring point and pressure sensing device.
 - b. Digital readouts located at control panel in grouting truck.
- B. Grouting packer:
1. Diameter less than pipe size, with cables attached at each end to pull it through the line.
 2. Designed to allow restricted amount of sewage to flow through device, in mainlines where sewage flows do not exceed maximum depth for joint testing/sealing following manufacturer's recommendation and following ASTM F2304 and ASTM F2454.
 3. Approved Manufacturers:
 - a. Logiball, Inc.
 - b. Cues, Inc.
 - c. Or Equal.

PART 3 - EXECUTION

3.1 PUBLIC NOTIFICATION

- A. Scheduling:
1. Property Owners of service laterals to be grout injected shall be notified in writing 72-hours in advance, of any service interruption. Written notice shall be posted on the main entrance door by a door hanger. The notice shall include the following items:
 - a. Day and date of service interruption
 - b. Estimated time duration, in hours, that service will be shut off.
 - c. Resident is prohibited from discharging all wastewater during the Noticed shutoff.
 2. A written record of these notifications shall be maintained by the Contractor and submitted to the City prior to service shut off.
 3. Deliver written notices to each home or business immediately after sealing operation.

3.2 PREPARATION

- A. Access.
1. Chemical grout sealing of mainline sewers: Through existing manholes.
 4. Chemical grout sealing of lateral-mainline connections: Through mainline sewers.
- B. Sewer Cleaning and Surface Preparation.
1. Cleaning of Main Line Sewers and Laterals.
 - a. Hydraulic high pressure jetting of reaches is permitted.
 - b. Before sealing work, lightly clean each line section.
 - c. Remove sludge, dirt, sand, grease, root, and other materials from pipe and collect and remove resulting debris from downstream manhole of sewer section being cleaned.

- d. Collect debris and remove from site. Following jurisdictional requirements and Engineers' approval.
- e. Sewers damaged as result of improper use of cleaning equipment: Promptly repaired at no additional cost to the Commission.
- 1. Clean sewer main within 72 hours before chemical grouting of sewer lateral connections.

C. Pre-sealing CCTV Inspection.

- 1. After cleaning, perform CCTV inspection to ensure main is sufficiently clean to perform sealing operations. Document protruding taps and structural defects found during the CCTV inspection.
 - a. If Engineer finds main is not sufficiently cleaned, remove CCTV and sealing equipment and re-clean at no additional cost to the Commission.
 - b. If light cleaning is not sufficient, heavy clean sewer following Section 02956.

D. Pre-sealing Reaming.

- 1. Ream or trim protruding taps following Section 02766.

F. Bypass Pumping: Before pre-sealing CCTV inspection, and joint testing and sealing can be performed, depth of flow should be at or below levels shown in table.

- 1. If necessary, bypass pump to bring flow levels down to acceptable levels.

Pipe Diameter (inches)	Maximum Depth of Flow (as % of Pipe Diameter)
6 to 10	20
12 to 24	25
27 or greater	30

3.3 TESTING

A. Performance Test Demonstrations.

- 1. Before start of work, verify accuracy and repeatability of void pressure meter and fluid pumping equipment.
- 2. If test demonstrations fail to show accuracy of +/-0.5 psi for void pressure repeatability and +/- 0.1 gallon of chemical pumped into measured container or bucket, make required repairs or adjustments to equipment and gauges and retest until results meet Engineers satisfaction.
- 5. Test may be required at commencement of each work shift during sealing operations.

B. Mainline Joint Pressure Air Testing.

- 1. Before testing, perform control tests at ground surface to verify accuracy, integrity, and reliability of testing equipment following ASTM F2304.

2. After entering each pipe segment through manhole, and immediately before joint pressure air testing, perform an intermediate test on pipe between joints following ASTM F2454.
3. Maintain joint testing air pressure of 3 psi higher than groundwater pressure outside the pipe, up to maximum of 10 psi. If groundwater pressure data is not available, use joint testing pressure of 0.5 psi per vertical foot of pipe depth or 10 psi, whichever is greater.
4. Perform testing following ASTM F2304. Seal joints that do not maintain void pressure drop of less than 1 psi in 15 seconds.

C. Lateral Connection Pressure Air Testing.

1. Before lateral connection testing, perform control tests at ground surface to verify accuracy, integrity and reliability of testing equipment following ASTM F2454.
2. Maintain joint testing air pressure of 3 psi higher than groundwater pressure outside the pipe, up to maximum 6 psi. If groundwater pressure data is not available, use joint testing pressure of 0.5 psi per vertical foot of pipe depth or 6 psi whichever is greater.
3. Perform lateral connection testing following ASTM F2454. Seal joints that do not maintain void pressure with pressure drop of less than 2 psi in 15 seconds.

3.4 BASIC REQUIREMENTS

A. General.

1. Seal joints, defects or leaking lateral connections that failed air testing or show sign of visible leaks, by internal chemical methods, as directed by Engineer.
2. Grouting of service lateral is prohibited if the grouting location cannot be inspected before and after the sealing procedures.
3. Service laterals cannot be sealed from the mainline when the packer cannot be seated.
4. Protruding laterals are to be cut back within 5/8" prior to sealing.
2. After sealing of joint, defect or connection, perform post air test per ASTM F2304 or ASTM F2454 for mainline sewer sealing and lateral sealing, respectively.
3. Sewer that Engineer deems damaged as a result of Contractor's operations, will be promptly repaired to Engineer's satisfaction at no cost to the Commission.
6. Grouting materials that set to a hard, rigid product capable of intrusion into sewer lines are not acceptable unless specifically approved by Engineer on a case by case basis.
7. Post sealing flow verification is to be made to document the lateral service has been returned to service with unrestrained flow.
8. Provide qualified, independent third party inspector to observe grouting mixing process, chemical grouting injections process and post grouting pressure testing. Report findings to Engineer.

B. Grout Preparation.

1. Follow the manufacturer's recommendations for the mixing and safety procedures.
2. Adjust gel time as necessary to compensate for changes in temperature in grout component tanks or hoses. The addition of dilution water to extend gel times is not acceptable unless resulting base grout tank only material exceeds 20% by weight for solution grouts.

3. During the grouting process, the Grouting Technician shall monitor the grout component tanks to make sure that proper ratios are being pumped. If unequal levels are noted in the tanks, repeat the pump test as described above and correct any defective equipment.
4. Gel times shall be calculated using the following formula unless CONTRACTOR experience and/or field conditions dictate otherwise. Any alterations of the gel time formula shall be approved by the ENGINEER.

$$\text{Gel Time} = (\text{Volume of Pipe/Packer Void Space (gal)}/\text{Pumping Rate (gpm)}) (60 \text{ Sec}/1 \text{ Min}) + 20 \text{ Sec (+/- 5sec)}$$

5. Packer/Pipe void shall be defined as the volume between the inflated packer and the inside pipe wall when the packer is inflated per manufacturer recommendations. For example: an 8" pipe with a packer void space of 0.3 gallons and a 3 gpm pumping rate would provide

$$\text{Gel Time} = (.3 \text{ (gal)}/3 \text{ (gpm)}) (60\text{sec}/1 \text{ Min}) + (20 \text{ sec}) = 26\text{sec (+/- 5sec)}$$

C. Grouting General.

1. Grout all joint and lateral connections that failed the pressure test by the injection method. This shall be accomplished by forcing grout through a system of pumps and hoses into and through the joints of the sewer from the packer within the sewer pipe. Remove excess grout from pipe and laterals. Excess grout shall be defined as a thickness of grout that given its location, size and geometry, could cause a blockage. Flush or push forward to the next downstream manhole, remove from the sewer system, and properly dispose of excess grout.

D. Application Procedures for Joint Sealing and Lateral Connection Sealing.

1. Force chemical grouting material into or through faulty joints, defects or lateral connection by system of pumps, hoses, and sealing packers.
 - a. Position packer over faulty joint or lateral connection by means of measuring device and CCTV camera in line.
 - b. For mainline sewers, expand packer end bladders using controlled pressure. For lateral connections use lateral packer equipped with lateral bladder and rotating mechanism.
 - 1) Obtain a tight seal. If a tight seal is not obtained, remove equipment and make adjustments.
 - 2) Pump grout material through hose system at controlled pressures high enough to overcome external pressures such as groundwater pressures.
2. Design pumping unit, metering equipment, and packer devices so proportions and quantities of materials can be regulated following type and size of leak being sealed.
3. Set chemical pumping rates and mixing ratios as specified herein, following manufacturer's recommendations and Engineer's adjustments.
4. Determine appropriate gel set times.
 - a. To estimate gel set times, divide estimated volume of annular space (in gallons) by grout pumping rate (in gallons per minute), then add between 15 to 25 seconds. Adjust estimate by taking into account temperature of grout tanks, temperature of

- hoses, temperature of groundwater, amount of groundwater present and other field conditions.
- b. The gel set time is typically between 20 and 40 seconds. Gel set times of less than 20 seconds may be required in presence of high filtration.
 - c. Monitor induction periods and gel characteristics through daily gel time tests for each sealing vehicle. Check each new batch once. If only one batch is used, check at least twice per day.
 - d. Perform new gel time test when grout additives are modified to change gel times, at beginning of new setup with new starting manhole, or when temperature in tanks and hoses changes by more than 10 degrees F from previous gel time test.
 - e. Use water with known and controlled pH that will be used during actual grouting operations.
 - f. Allow grout mixture to settle to remove entrained oxygen, before testing gel time.
 - g. Use plastic or stainless steel tanks. Do not use tanks that contain iron or copper.
5. During seal operations, operate void pressure monitoring equipment, described herein.
 6. Integrate CCTV, grout pumping, and air pressure monitoring equipment so proportions, quantities, and void pressure for materials and sealing can be instantly monitored and regulated following type and size of joint, break, or leak.
 7. Amount of chemical being pumped: Based on number of pumped strokes delivered for each sealed sewer main joint, defect or leaking connection.
 - a. Record and provide results to Engineer.
 8. If large voids are encountered on outside of sewer, including the possibility of "piping" holes to ground surface, which could cause excessive use of grout material, at Engineer's direction change operating pressures and pumping rates as follows.
 - a. Reduce pressures and pumping rates, such that intervals between pump strokes are shorter than gel time.
 - b. Pump first stage of grout, and then stop pumping until temporary gel of the grout is obtained on outside of pipe.
 - c. Increase pressure and pumping rate to pump the second stage and form a second layer.
 - d. Repeat this cycle until refusal conditions are reached, or until the inspector judges the grout consumption to be excessive.
 - e. Avoid sealing inner surface of pipe from inside before building up layers on the outside.
 9. Grout injection complete: When chemical grout is pumped to refusal as defined in ASTM F2304.
 - a. If chemical grout cannot be pumped to refusal, within a volume less than or equal to 0.5 gallons per inch of pipe diameter due to latent physical conditions, do not perform additional work until Engineer grants authorization.
 - b. Lateral connections: When back pressure of grout in void at mainline level drops from 8 psi to 6 psi in greater than 20 seconds after cessation of grout pumping, following ASTM F2454.
 - 1) If using stage grouting, grout injection is complete when refusal pressure of 8 psi is achieved.
 10. Sealed Defects.

- a. Remove excess grout gel ring if obtrusive and impedes air testing and CCTV inspection of work as required. If excess grout gel ring cannot be removed by use of packer, jet clean pipe prior to testing seal.
 - b. Air test each sealed joint.
 - 1) If defect or connection fails air test after grout injection, reseal failed joints and air test again.
 - 2) After lateral connection has been sealed successfully as confirmed by post air test, break lateral packer seal and test service to assure grout has not blocked lateral connection further upstream.
 - a) In the event sewage back-up occurs and enters a dwelling, respond within 2 hours of being notified and be responsible for cleanup, repair, property damage costs and claims.
 - c. After all pipe joints and lateral connections have been grouted, retest all previously unsealed pipe joints and lateral connections. Seal any pipe joints and lateral connections that do not pass the air pressure test.
 - 11. Flush or push forward excess grouting material to next downstream manhole, and remove from sewer system.
 - a. Dispose of debris following grout manufacturer's recommendation, and jurisdictional regulations.
 - b. Excess grout material from upstream section(s) will not be allowed to accumulate in sewer.
 - 12. Provide approved plug and/or by-pass pumping if grouting operations restrict or prevent simultaneous sewage flow passage.
 - a. Manage Sanitary Sewer Overflow following Section 01516, 02771 and 02772.
- E. Joint, Defect or Lateral Connection Sealing Verification.
- 1. Mainline joints and defects.
 - a. Deflate packer bladders after completing each seal until zero void pressure (± 0.5 psi) is shown on the monitoring equipment.
 - b. If zero void pressure (± 0.5 psi) is not achieved, clear residual grout material from packer or make needed equipment adjustments allowing true pressure reading.
 - 2. Re-test joint, defect or lateral connection as described herein.
 - a. Re-seal joints, defects, or connections that do not meet specified test criteria and re-test until test criteria are met, or Engineer determines that joint defect, or lateral connection cannot be sufficiently sealed.
 - b. Additional testing and sealing will be at no additional cost to the Commission.
- F. Residual Sealing Material.
- 1. Leave no residual grout material capable of reducing pipe diameter or restricting flow greater than 5 percent pipe capacity.
- G. Obstructions.
- 1. During course of sealing operations obstructions may be encountered preventing travel of packer and camera.
 - a. Should obstruction not be passable, begin sealing operations from opposite end of sewer reach.

2. If additional obstructions are encountered after re-employment and no means are available for passing obstructions without damage to equipment, remaining sections of sewer main not sealed may be temporarily excluded from work requirements of Contract, until point repair is completed.

3.5 FIELD DOCUMENTATION

A. Records.

1. Keep complete, accurate, and legible records of operation for each joint, defect or connection sealed.
 - a. Include on Record of Operation for each joint or lateral mainline interface tested and/or routed or attempted to be grouted:
 - 1) Identification of work site, complete component, address, county page & grid, 200 foot sheet.
 - 2) Date and time.
 - 3) Station of each seal measured from upstream manhole.
 - 4) Location of any joints not tested and reason for not testing.
 - 5) Grout mixture formation, including additives and catalyst mixture.
 - 6) Test pressures and durations of tests maintained for each joint passing the air test.
 - 7) Ambient outside air temperature at time of grout injection.
 - 8) Grout tank temperatures.
 - 9) Gel time and time last verified.
 - 10) Verified address of lateral.
 - 11) Estimated visible leakage (gpm) from joint/defect connection or lateral.
 - 12) Number of pump strokes and amount of grout in place.
 - 13) Beginning, ending, pressure losses, re-test pressures.
 - 14) Verification lateral is clear after sealing process.
 - 15) Remaining leakage and location after seal (gpm).
2. Work site will not be accepted until Engineer receives original record.
 - a. Failure to fill out logs completely will result in non-payment for the questioned mainline joint, defect or connection.

3.6 WARRANTY

- A. Provide twelve month performance and workmanship warranty for the seals from date of acceptance of the Commission.
- B. Perform CCTV inspections during the first wet weather season after initial sealing, to evaluate quality of the initial sealing.
- C. CCTV inspect initial retest area consisting of 10 percent of grouted joints and 10 percent of grouted lateral connections following Sections 02762 and 02763.
- D. Provide qualified, independent third party inspector to review CCTV inspection videos to verify integrity of seals.

- E. Reseal all joints sealed under this Contract that inspector finds defective within warranty period, at no additional cost to the Commission.
 - 1. Defective seals include, but not limited to those with root penetration, signs of infiltration, and cracks in pipe or grouting material.
- F. If failure rate of retested joints and lateral connections is 5 percent or less of joints and lateral connections retested, work shall be considered satisfactory and no further retesting will be required. If the failure rate of retested joints and lateral connections is greater than 5 percent, the Engineer shall randomly select another retest area consisting of another 10 percent of the initially sealed joints and lateral connections. Continue this additional retesting and resealing until a failure rate of less than 5 percent is met.

3.7 ACCEPTANCE

- A. When sealed joint, defect, and lateral connections pass the post air test.

PART 4 MEASUREMENT AND PAYMENT

4.1 TEST AND SEAL MAINLINE JOINT OR DEFECT

- A. Measurement: By each joint or defect sealed and air tested includes up to two gallons of grout per joint or defect.
- B. Payment: At unit price for each size listed in Unit Price Schedule.
 - 1. Payment includes plugging or by-pass pumping, traffic control, CCTV inspections, pre-sealing cleaning, reaming intruding taps, removal of extraneous materials from sewer main, labor and equipment necessary to seal joints, defects, and post sealing air test.

4.2 TEST AND SEAL LATERAL CONNECTION

- A. Measurement: By each lateral connection sealed and air tested, which includes up to two gallons of grout per joint or defect.
- B. Payment: At unit price for each size listed in Unit Price Schedule.
 - 1. Payment for newly installed liners.
 - 2. Payment for sealing of connections where the main but not the lateral was lined includes pre-sealing cleaning, removal of extraneous materials from sewer main/lateral connection, post sealing air test, and test to ensure that lateral is clear.

4.3 SEALING MATERIAL

- A. Measurement: By gallon of grout used, over initial two gallons per joint or lateral connection.
- B. Payment: At unit price listed in Unit Price Schedule.
 - 1. Payment includes materials, additives, storage, calculations, mixing, testing for in-place percentage and gel time tests.

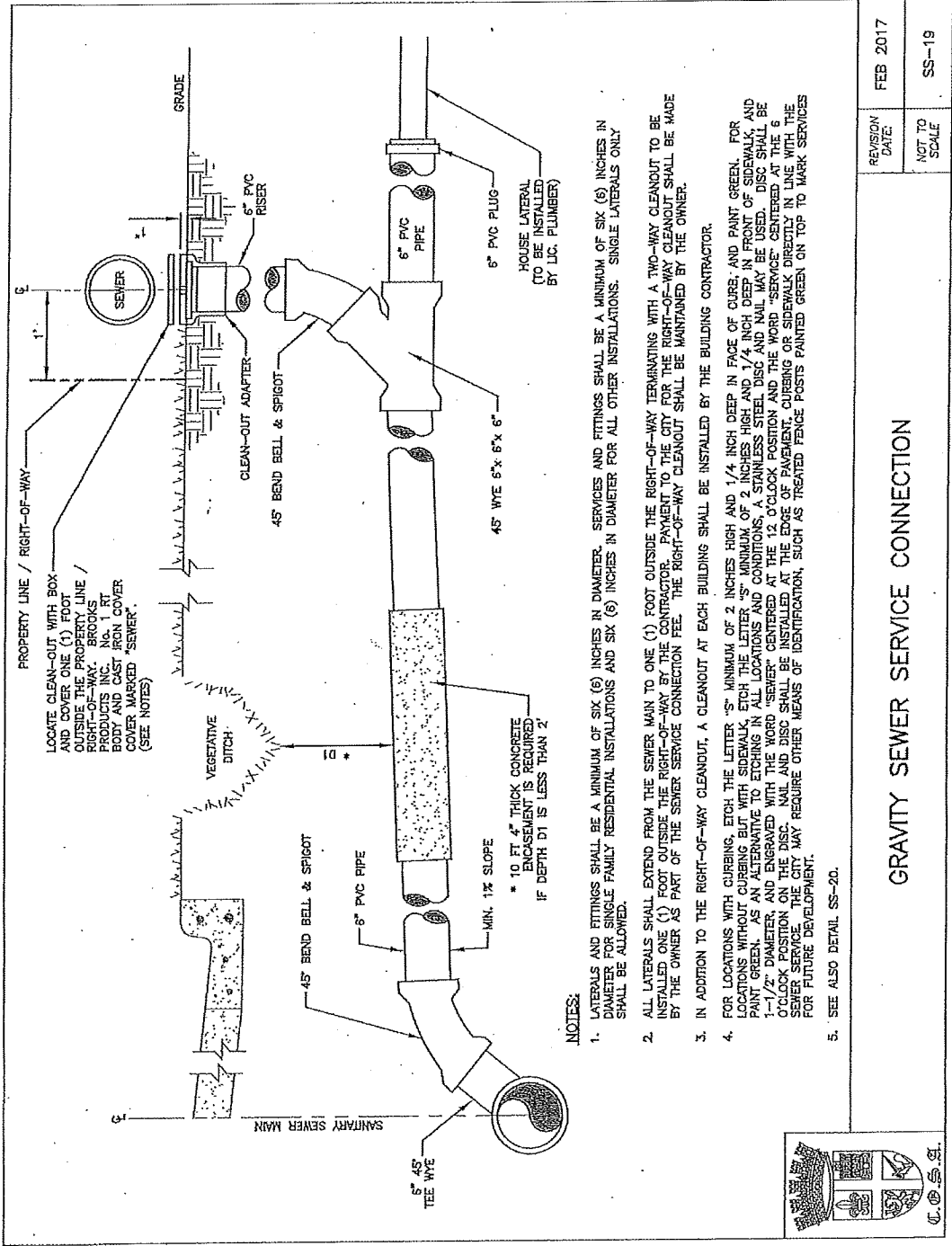
4.4 RETESTING SEALED JOINTS UNDER WARRANTY

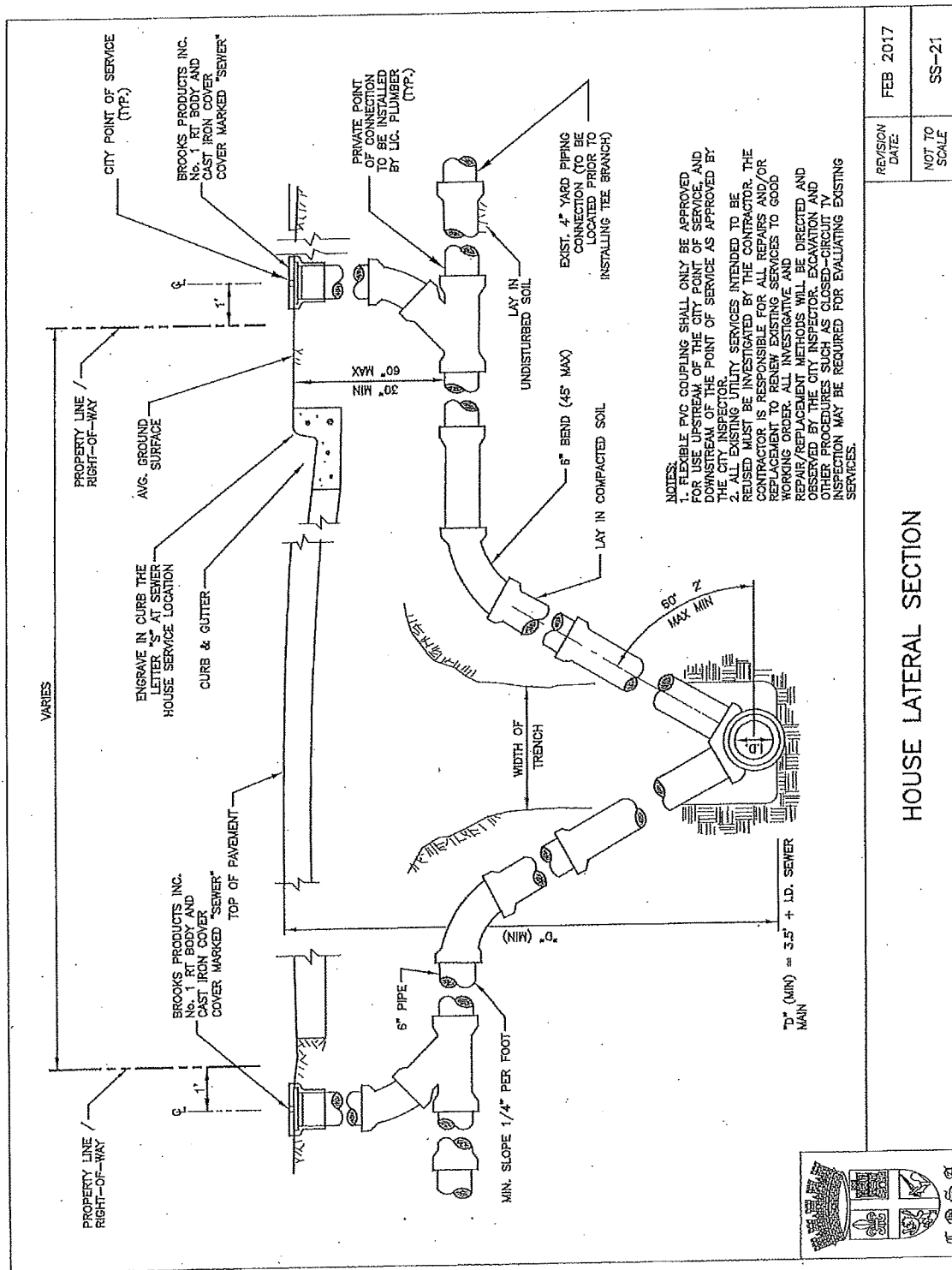
A. Measurement: By unit price for each required item of work.

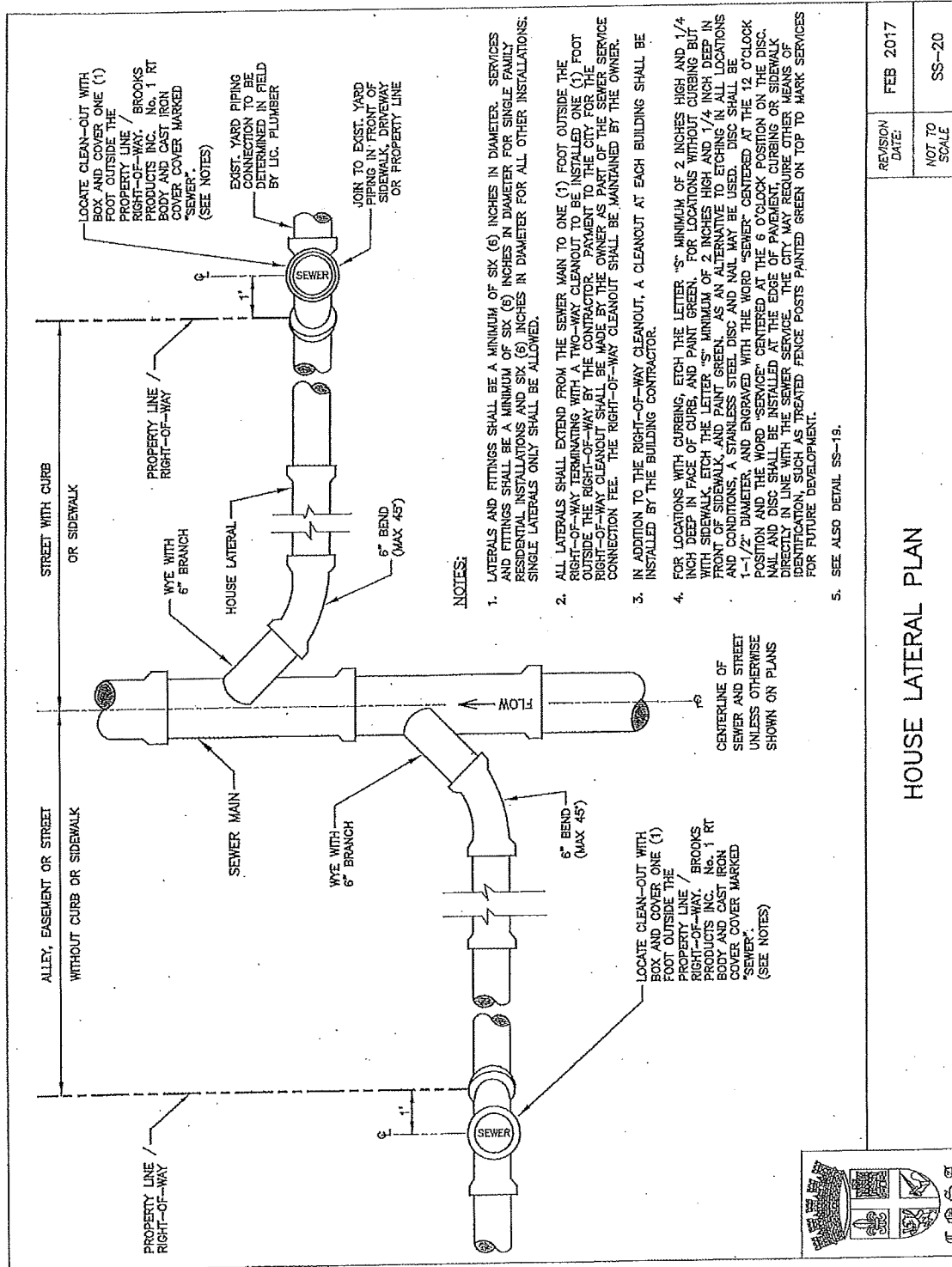
B. Payment: At contingent price listed in Unit Price Schedule.

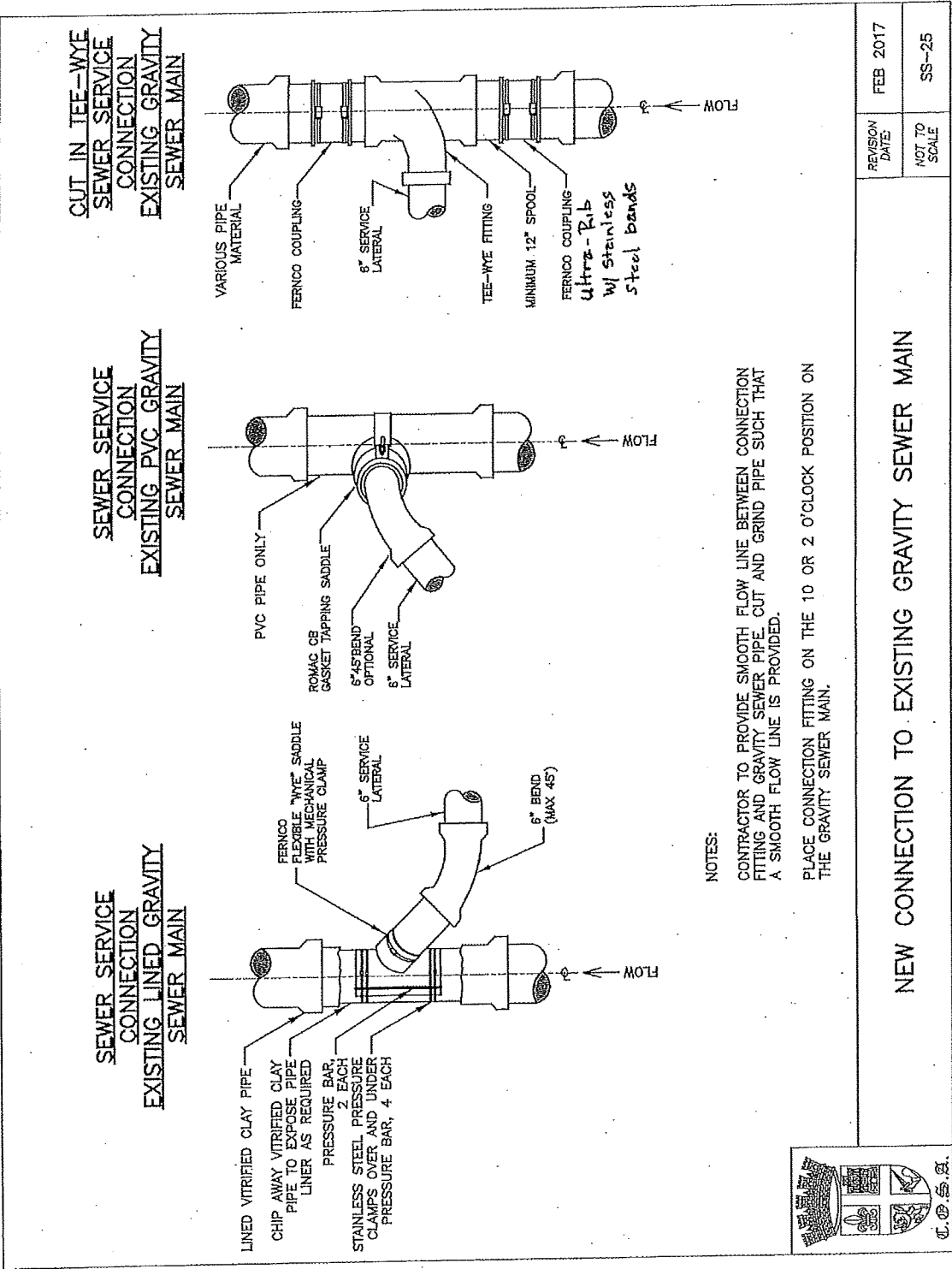
1. Payment includes work related to retesting of sealed joints including cleaning, CCTV inspection, and air testing in the initial retest area only.

a. No compensation will be provided for resealing joint that fails air testing or any additional testing beyond initial retest area.

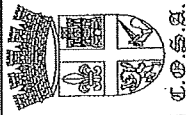








NOTES:
CONTRACTOR TO PROVIDE SMOOTH FLOW LINE BETWEEN CONNECTION FITTING AND GRAVITY SEWER PIPE. CUT AND GRIND PIPE SUCH THAT A SMOOTH FLOW LINE IS PROVIDED.
PLACE CONNECTION FITTING ON THE 10 OR 2 O'CLOCK POSITION ON THE GRAVITY SEWER MAIN.



NEW CONNECTION TO EXISTING GRAVITY SEWER MAIN

REVISION DATE	FEB 2017
NOT TO SCALE	SS-25

APPENDIX "A"
LIST OF APPROVED MATERIALS
AND MANUFACTURERS

City of St. Augustine
 Standards and Specifications Design Manual and Details

RESILIENT SEAT GATE VALVE

4-inch through 12-inch

- ☐ Mueller Company A2360-20 (In-line)
☐ Mueller Company A2360-16 (Tapping)

(Gate Valves acceptable on water mains only.)

BUTTERFLY VALVE

16-inch and larger

- ☐ Mueller Company 3211-20 (Must be ordered with Operator)

PVC PIPE (Water)

4-inch through 36-inch

C 900 (4" – 12") or C 905 (14"+), PVC 1120, DR-18

- | | |
|---|---|
| ☐ North American Pipe | ☐ Freedom Plastics |
| ☐ Extrusion Technologies | ☐ National Pipe & Plastics |
| ☐ Diamond Pipe | ☐ Sanderson Pipe Corporation |
| ☐ LCP National | |

FIRE HYDRANT

- ☐ Mueller Modern Centurion A-442 (with square operating nut)

INSERT STIFFENERS

- ☐ Ford 51
☐ Ford 52
☐ A.Y. McDonald 6133T

COMBINATION AIR RELEASE VALVE

Water Main

- ☐ A.R.I. Flow Control Accessories D-040-PT

PVC PIPE (Wastewater)

4-inch through 36-inch

Gravity Sewer:

Less than or equal to 10-ft pipe cover, PVC 1120, SDR-35 is acceptable.
 Greater than 10-ft pipe cover, PVC 1120, SDR-26 is required.

Force Main Sewer:

2" SDR-9 HDPE Poly Tubing

4" – 12", C 900, PVC 1120, DR-25

14"+, AWWA C 905, PVC 1120, DR-25

- ☐ North American Pipe
☐ Extrusion Technologies
☐ Diamond Pipe
☐ LCP National
☐ Freedom Plastics Inc.
☐ Sanderson Pipe Corporation

APPENDIX "A"
LIST OF APPROVED MATERIALS
AND MANUFACTURERS

City of St. Augustine
 Standards and Specifications Design Manual and Details

PVC FITTINGS

- ☐ Harco
- ☐ Multi Fittings
- ☐ Plastic Trends

CLEANOUT BOX AND COVER

- ☐ Brooks Products, 6-inch (Typ), 1-RT

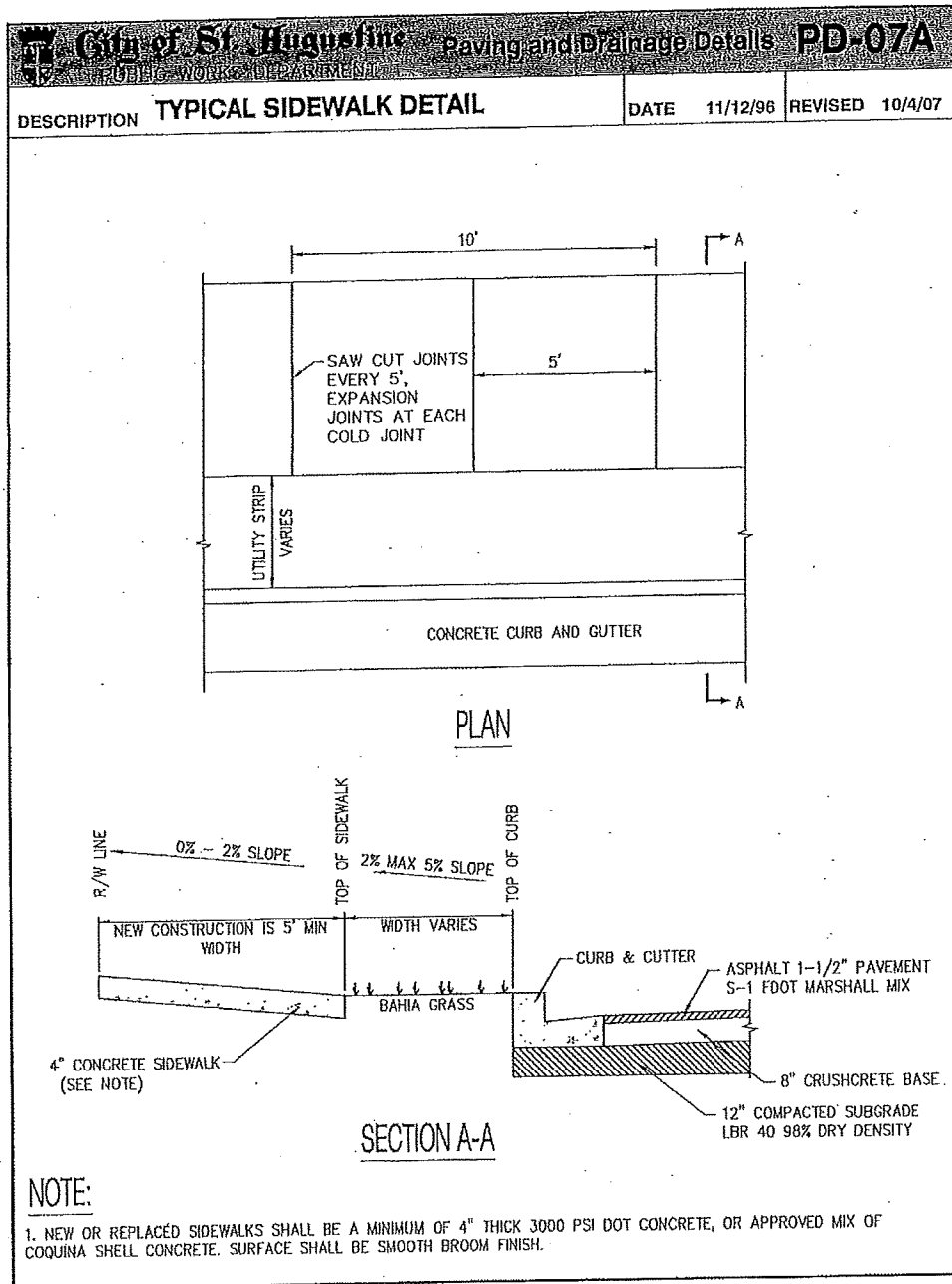
COMBINATION AIR RELEASE VALVE

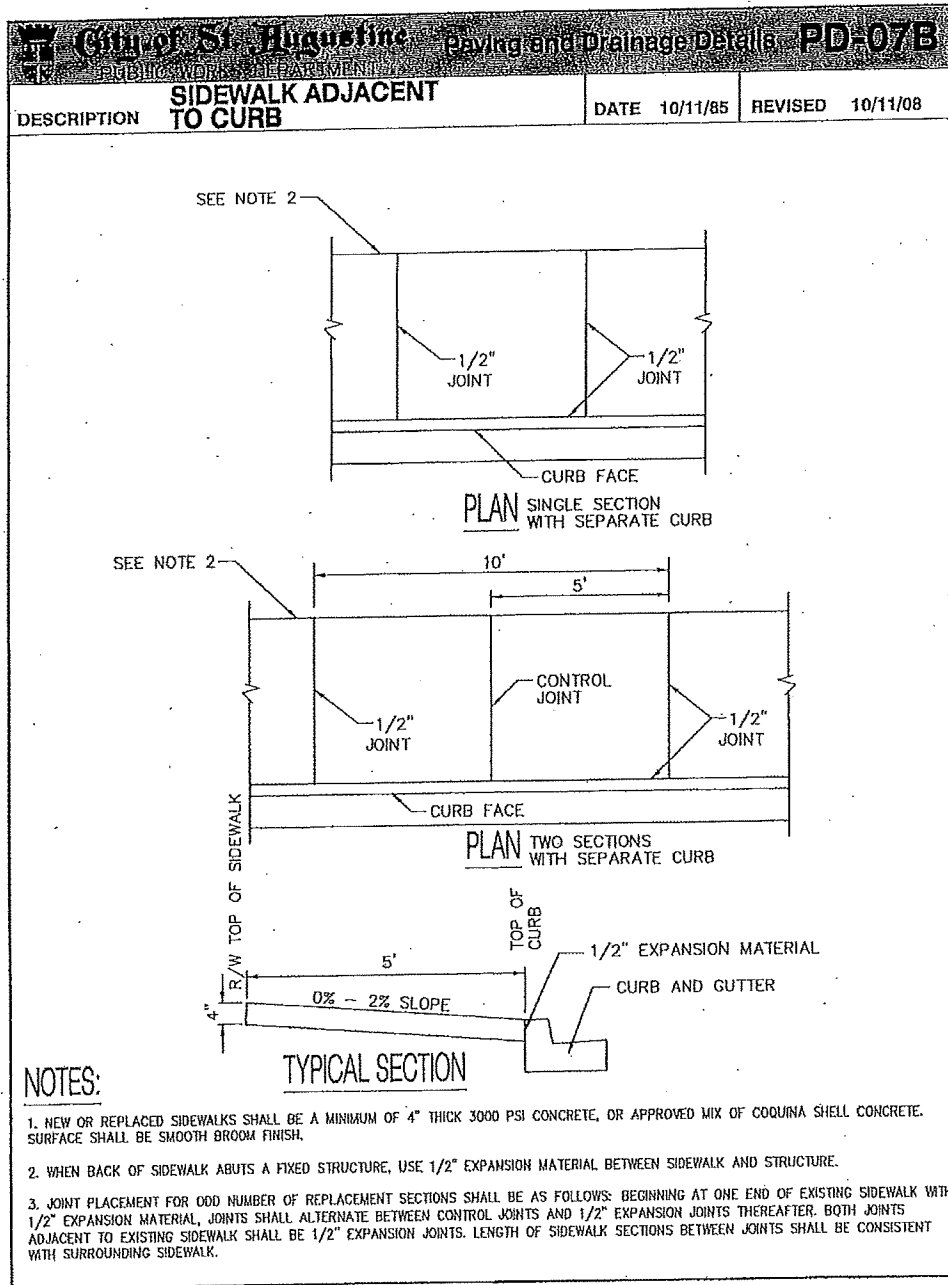
Wastewater Force Main

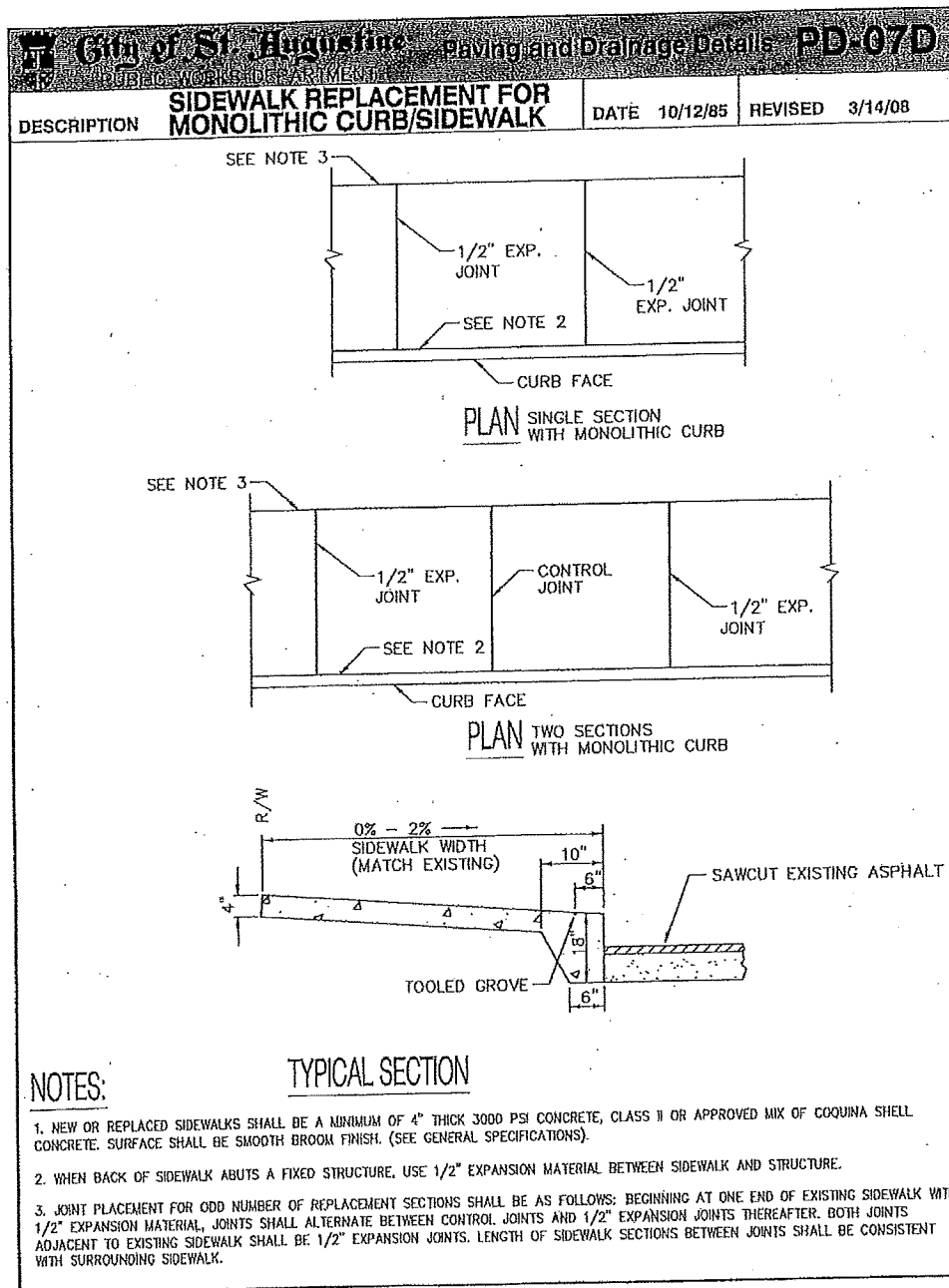
- ☐ A.R.I. Flow Control Accessories D-025 with CAM LOCK (R.N.)

LIFT STATION CONTROL AND TRANSDUCER

- ☐ PLC Controller: Allen Bradley Micrologix (COSA to provide programing)
- ☐ HMI with 7" Display: Maple: HMI5070P
- ☐ Transducer: Contegra SLX130 (*15 PSI Maximum Reading Range with 60' cable)







* - Work Included with Main Inspections.

** - Work Included with Service Lateral Inspections.

Suspect Lateral Connections to Mainline

- * 1. Pan and tilt all service lateral connections to the mainline. Locate clean-out by property line, and if found record the addresses. Identify service connection locations, e.g. left, right and crown, and record lateral distances from the entry manhole in the mainline.
- * 2. Use the Pan and Tilt camera to inspect each service lateral connection and document any visible service connection defects visible from mainline. ~~Refer to MHWASB safety code that provides in Appendix F.~~
3. Check for flow in each service lateral connection. ~~(See Appendix G, Suspect Service Lateral Connection Procedure Flow Chart)~~ If flow is detected in the service lateral connection, follow steps 4 to 9. If no flow is detected in the service lateral connection, proceed to step 9.
- ** 4. Wait 3 to 5 minutes.
- ** 5. If flow is clear and does not subside, follow steps 6 to 9. If flow subsides or is murky proceed to step 7.
- ** 6. Check the water meter. If meter is running, proceed to step 7. If the meter is not running, proceed to step 8.
- ** 7. Domestic Flow – Calculate flow from water meter reading and make entry in CCTV video log.
8. Suspect Service Lateral - Estimate flow, make entry in the CCTV video log.
9. Continue mainline inspection.
10. Suspect Service Lateral Protocol – Use lateral camera to inspect suspect lateral from either the mainline to the property line or from the clean-out at the property line, if found, to the mainline. Record all observations such as presence of roots, breaks, infiltration, tuberculation, corrosion, collapsed pipes and any other irregularities within the line. Submit the survey video. Submit the survey video to the Engineer or his designee for repair evaluation.

Conformed to Proposal & Negotiations 02-22-19.

EXHIBIT B - INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000

****If applicable, the following additional coverage may be required, depending upon the nature of the Work.**

- (**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.
- (**) **Watercraft Liability.** \$300,000 for bodily injury and property damage.
- (**) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (**) **Professional Liability.** (Per claim) \$500,000 single limits..

EXHIBIT C – SAMPLE WORK ORDER WORK ORDER AUTHORIZATION

Contract Number: _____ **Contract Name:** _____

Work Order Number: _____ **Project Name:** _____

Encumbrance Number: _____

Work Order Amount: _____

To: _____

From: _____, Project Manager

Work Order Manager:

Name: _____

Phone: _____

Email: _____

Description of Work: All work shall be accomplished in accordance with the attached Scope of Work, Exhibit "A" – Scope of Work. Invoices shall reference the Contract Number, Work Order Number and Encumbrance number; include the information required; and be submitted to the Project Manager.

Special note: _____

Commencement Date: Work is authorized to proceed on (enter date or use the following) on the date this Work Order is executed by the City. Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order. Payment will not be made until this Work Order has been signed by Contractor and received by the City.

Completion Date: All work pursuant to this Work Order shall be completed by (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current City fiscal year, ending on September 30, 20 .

Department Director:

Date

Contractor

Date

EXHIBIT D - UNIT PRICE SCHEDULE

Cleaning and Closed Circuit Televising Sanitary Sewers				
Item	Description	Minimum Annual Est. Qty.	Unit	Unit Cost
Cleaning and Inspection of Sanitary Sewers				
Light Cleaning				
SSLLM1	Lateral Service from Main	1	0 to 40 Ft.	\$135.00
SSLLM2	Lateral Service from Main	1	➤ 40 Ft.	\$145.00
SSLLL1	Lateral Service from Cleanout	1	0 to 40 Ft.	\$85.00
SSLLL2	Lateral Service from Cleanout	1	➤ 40 Ft.	\$95.00
SSL1	6" Diameter	500	LF	\$1.00
SSL2	8 and 10" Diameter	4000	LF	\$0.80
SSL4	12" Diameter	800	LF	\$1.50
SSL5	15" Diameter	100	LF	\$3.00
SSL6	16" Diameter	100	LF	\$3.00
SSL7	18" Diameter	100	LF	\$4.00
SSL8	20" Diameter	100	LF	\$5.00
Medium Cleaning				
SSMLM1	Lateral Service from Main	1	0 to 40 Ft.	\$155.00
SSMLM2	Lateral Service from Main	1	➤ 40 Ft.	\$170.00
SSMLL1	Lateral Service from Cleanout	1	0 to 40 Ft.	\$100.00
SSMLL2	Lateral Service from Cleanout	1	➤ 40 Ft.	\$125.00
SSM1	6" Diameter	500	LF	\$1.50
SSM2	8" & 10 Diameter	4000	LF	\$1.00
SSM3	12" Diameter	800	LF	\$2.00
SSM4	15" Diameter	100	LF	\$3.50
SSM5	16" Diameter	50	LF	\$5.00
SSM6	18" Diameter	50	LF	\$5.50
SSM7	20" Diameter	50	LF	\$7.00

	Heavy Cleaning			
SSHLM1	Lateral Service from Main	1	0 to 40 Ft.	\$165.00
SSHLM2	Lateral Service from Main	1	➤ 40 Ft.	\$180.00
SSHLL1	Lateral Service from Cleanout	1	0 to 40 Ft.	\$115.00
SSHLL2	Lateral Service from Cleanout	1	➤ 40 Ft.	\$150.00
SSH1	6" Diameter	1000	LF	\$1.50
SSH2	8 and 10" Diameter	6000	LF	\$1.75
SSH3	12" Diameter	1000	LF	\$2.00
SSH4	15" Diameter	100	LF	\$3.50
SSH5	16" Diameter	50	LF	\$5.00
SSH6	18" Diameter	50	LF	\$5.50
SSH7	20" Diameter	50	LF	\$7.00
	Protruding Taps Removal			
SSPT1	4" Diameter	1	Ea.	\$250.00
SSPT2	6" Diameter	1	Ea.	\$250.00
SSPT3	8" Diameter	1	Ea.	\$250.00
SSPT4	10" Diameter	1	Ea.	\$250.00
SSPT5	12" Diameter	1	Ea.	\$259.00
SSPT6	15" Diameter	1	Ea.	\$270.00
SSPT7	16" Diameter	1	Ea.	\$270.00
SSPT8	18" Diameter	1	Ea.	\$280.00
SSPT9	20" Diameter	1	Ea.	\$300.00
	Root Removal			
SSRL1	Service Lateral from Main	1	LF	\$7.00
SSRL2	Service Lateral from Cleanout	1	LF	\$5.00
SSR1	6" Diameter	100	LF	\$2.00
SSR2	8" Diameter	2000	LF	\$2.00
SSR3	10" Diameter	800	LF	\$2.00
SSR4	12" Diameter	500	LF	\$2.50
SSR5	16" Diameter	100	LF	\$2.50
SSR6	18" Diameter	100	LF	\$3.00
SSR7	20" Diameter	100	LF	\$3.00

	Tuberculation Cleaning			
SSTLM1	Service Lateral from Main	1	LF	\$15.00
SSTLM2	Service Lateral from Cleanout	1	LF	\$14.00
SST1	6" Diameter	100	LF	\$14.00
SST2	8" Diameter	400	LF	\$14.00
SST3	10" Diameter	400	LF	\$15.00
SST4	12" Diameter	400	LF	\$16.00
SST5	16" Diameter	50	LF	\$18.00
SST6	18" Diameter	50	LF	\$18.00
SST7	20" Diameter	50	LF	\$21.00
	Lateral Inspection			
SSLTM1	Lateral Inspection from Main	1	0 to 40 Ft.	\$115.00
SSLTM2	Lateral Inspection from Cleanout	1	➤ 40 Ft.	\$125.00
SSLTML1	Lateral Inspection from Cleanout	1	0 to 40 Ft.	\$85.00
SSLTM2	Lateral Inspection from Cleanout	1	➤ 40 Ft.	\$95.00
	CCTV Pipe Inspection			
CTPI1	6" Diameter	400	LF	\$1.00
CTPI2	8 & 10" Diameter	6000	LF	\$1.25
CTPI3	12" Diameter	800	LF	\$1.50
CTPI4	15" Diameter	100	LF	\$1.50
CTPI5	16" Diameter	100	LF	\$2.00
CTPI6	18" Diameter	50	LF	\$2.00
CTPI7	20" Diameter	50	LF	\$3.00
Clean and Inspection of Storm Water Mains				
Light Cleaning				
SML1	8 and 10" Diameter	1	LF	\$0.01
SML2	12" Diameter	1	LF	\$2.00
SML3	15" Diameter	1	LF	\$2.25
SML4	18" Diameter	1	LF	\$2.50

SML5	21" Diameter	1	LF	\$3.00
SML6	24" Diameter	1	LF	\$3.00
SML7	30" Diameter	1	LF	\$3.50
SML8	36" Diameter	1	LF	\$3.50
SML9	42" Diameter	1	LF	\$3.50
SML10	48" Diameter	1	LF	\$4.00
SML11	54" Diameter	1	LF	\$4.00
SML12	60" Diameter	1	LF	\$4.00
SML13	66" Diameter	1	LF	\$8.00
Medium Cleaning				
SMM1	8 & 10" Diameter	1	LF	\$3.00
SMM2	12" Diameter	1	LF	\$2.00
SMM3	15" Diameter	1	LF	\$3.00
SMM4	18" Diameter	1	LF	\$3.25
SMM5	21" Diameter	1	LF	\$4.00
SMM6	24" Diameter	1	LF	\$4.50
SMM7	30" Diameter	1	LF	\$5.50
SMM8	36" Diameter	1	LF	\$6.50
SMM9	42" Diameter	1	LF	\$7.50
SMM10	48" Diameter	1	LF	\$8.50
SMM11	54" Diameter	1	LF	\$9.50
SMM12	60" Diameter	1	LF	\$10.50
SMM13	66" Diameter	1	LF	\$12.00
Heavy Cleaning				
SMH1	8 & 10" Diameter	1	LF	\$4.00
SMH2	12" Diameter	1	LF	\$4.50
SMH3	15" Diameter	1	LF	\$5.00
SMH4	18" Diameter	1	LF	\$5.75
SMH5	21" Diameter	1	LF	\$6.25
SMH6	24" Diameter	1	LF	\$7.00
SMH7	30" Diameter	1	LF	\$9.50
SMH8	36" Diameter	1	LF	\$15.00
SMH9	42" Diameter	1	LF	\$21.00
SMH10	48" Diameter	1	LF	\$23.00
SMH11	54" Diameter	1	LF	\$24.00
SMH12	60" Diameter	1	LF	\$25.00
SMH13	66" Diameter	1	LF	\$26.00
Outfall and Headwall Barnacle/Oyster Cleaning				
Interior Removal of				

	Two (2) Times Nominal Diameter of Pipe			
SMB1	8" Diameter	1	Each	\$200.00
SMB2	10" Diameter	1	Each	\$250.00
SMB3	12" Diameter	1	Each	\$300.00
SMB4	15" Diameter	1	Each	\$350.00
SMB5	18" Diameter	1	Each	\$500.00
SMB6	21" Diameter	1	Each	\$500.00
SMB7	24" Diameter	1	Each	\$550.00
SMB8	30" Diameter	1	Each	\$600.00
SMB9	36" Diameter	1	Each	\$600.00
SMB10	42" Diameter	1	Each	\$600.00
SMB11	48" Diameter	1	Each	\$700.00
SMB12	54" Diameter	1	Each	\$700.00
SMB13	60" Diameter	1	Each	\$800.00
SMB14	66" Diameter	1	Each	\$1500.00
	Interior Removal Beyond 2 Times The Nominal Diameter of Pipe			
SMBA1	8" Diameter	1	LF	\$125.00
SMBA2	10" Diameter	1	LF	\$125.00
SMBA3	12" Diameter	1	LF	\$150.00
SMBA4	15" Diameter	1	LF	\$150.00
SMBA5	18" Diameter	1	LF	\$150.00
SMBA6	21" Diameter	1	LF	\$150.00
SMBA7	24" Diameter	1	LF	\$150.00
SMBA8	30" Diameter	1	LF	\$200.00
SMBA9	36" Diameter	1	LF	\$180.00
SMBA10	42" Diameter	1	LF	\$180.00
SMBA11	48" Diameter	1	LF	\$200.00
SMBA12	54" Diameter	1	LF	\$208.00
SMBA13	60" Diameter	1	LF	\$220.00
SMBA14	66" Diameter	1	LF	\$225.00
	Clean Face of Outfall Headwall 24" From Around Discharge Pipe			
SMH1	8" Diameter	1	Each	\$20.00
SMH2	10" Diameter	1	Each	\$20.00
SMH3	12" Diameter	1	Each	\$25.00
SMH4	15" Diameter	1	Each	\$25.00

SMH5	18" Diameter	1	Each	\$50.00
SMH6	21" Diameter	1	Each	\$75.00
SMH7	24" Diameter	1	Each	\$100.00
SMH8	30" Diameter	1	Each	\$200.00
SMH9	36" Diameter	1	Each	\$200.00
SMH10	42" Diameter	1	Each	\$210.00
SMH11	48" Diameter	1	Each	\$220.00
SMH12	54" Diameter	1	Each	\$230.00
SMH13	60" Diameter	1	Each	\$240.00
SMH14	66" Diameter	1	Each	\$250.00
SWI1	8 & 10" Diameter	1	LF	\$3.00
SWI2	12" Diameter	1	LF	\$2.00
SWI3	15" Diameter	1	LF	\$2.00
SWI4	18" Diameter	1	LF	\$2.25
SWI5	21" Diameter	1	LF	\$2.50
SWI6	24" Diameter	1	LF	\$3.00
SWI7	30" Diameter	1	LF	\$4.50
SWI8	36" Diameter	1	LF	\$5.00
SWI9	42" Diameter	1	LF	\$6.00
SWI10	48" Diameter	1	LF	\$7.00
SWI11	54" Diameter	1	LF	\$8.00
SWI12	60" Diameter	1	LF	\$9.00
SWI13	66" Diameter	1	LF	\$10.00
General Services				
	By-Pass Pumping			
BP1	6" Diameter	1	LF	\$0.25
BP2	8" Diameter	1	LF	\$0.25
BP3	10" Diameter	1	LF	\$0.25
BP4	15" Diameter	1	LF	\$0.30
BP5	16" Diameter	1	LF	\$0.30
BP6	18" Diameter	1	LF	\$0.50
BP7	20" Diameter	1	LF	\$0.50
BP8	21" Diameter	1	LF	\$1.00
BP9	24" Diameter	1	LF	\$1.00
BP10	30" Diameter	1	LF	\$1.00
BP11	36" Diameter	1	LF	\$1.00
BP12	42" Diameter	1	LF	\$1.50
BP13	48" Diameter	1	LF	\$2.00
BP14	54" Diameter	1	LF	\$5.00
BP15	60" Diameter	1	LF	\$5.00

BP15	66" Diameter	1	LF	\$6.00
	Plug Installation & Removal (Includes Minimum Weekly Rental) for:			
BPP1	4" To 8"	1	Week	\$100.00
BPP2	12" To 24"	1	Week	\$200.00
BPP3	24" To 42"	1	Week	\$800.00
BPP4	48" To 72"	1	Week	\$1600.00
	Water for Cleaning			
WS1	Cost for piping temporary water from the City water supply greater than 500 ft.	1	LS	\$1.00
WS2	Cost for piping temporary water from the City water supply equal to or less than 500 ft.	1	LS	\$1.00
	Traffic Control – FDOT Right of Way			
TCF1	Flagman	1	Each Day	\$200.00
TCF2	Arrow Board	1	Setup	\$50.00
TCF3	Barricades Type	1	Setup	\$100.00
TCF4	Lane Dividers	1	Setup	\$10.00
TCF5	Variable Message Board	1	Per Week	\$500.00
	Traffic Control – County Right of Way			
TCSJ1	Flagman	1	Each Day	\$200.00
TCSJ2	Arrow Board	1	Setup	\$50.00
TCSJ3	Barricades	1	Setup	\$100.00
TCSJ4	Lane Dividers	1	Setup	\$10.00
TCSJ5	Variable Message Board	1	Per Week	\$500.00
	Traffic Control – City Right of Way			
TCC1	Flagman	1	Each Day	\$200.00
TCC2	Arrow Board	1	Setup	\$50.00

TCC3	Barricades	1	Setup	\$100.00
TCC4	Lane Dividers	1	Setup	\$10.00
M	Mobilization			
M1	Mobilization for 20 work day period	1	Lump Sum	\$2,500.00
M2	Mobilization for work periods 20 to 40 work day period	1	Lump Sum	\$5,000.00
M3	Mobilization for work periods greater than 40 work days.	1	Lump Sum	\$4,000.00
B	Bonds	1	Percentage	5
24 Hr. Emergency Services (3 Hr. Response Window)				
E1	Video Truck with work crew, Weekdays	1	Hourly Rate	\$150.00
E2	Video Truck with work crew, Holidays and Weekends	1	Hourly Rate	\$215.00
E3	Mobilization of Video Truck	1	LS	\$1500.00
E4	Vactor and Video Equipment Trucks with work crew, Weekdays	1	Hourly Rate	\$185.00
E5	Vactor and Video Equipment Trucks with work crew, Holidays and Weekends	1	Hourly Rate	\$250.00
E6	Mobilization of Vactor truck	1	LS	\$1850.00
Sanitary Sewer Sectional CIPP Lining				
SL1	6" Diameter, 4.5mm			
1a	3 Foot Section	1	EA	\$985.00
1b	6 Foot Section	1	EA	\$1220.00
1c	10 Foot Section	1	EA	\$1480.00
SL2	8" Diameter, 6mm			
2a	3 Foot Section	1	EA	\$1,065.00
2b	6 Foot Section	1	EA	\$1,305.00

2c	10 Foot Section	1	EA	\$,1700.00
SL3	10" Diameter, 6mm			
3a	3 Foot Section	1	EA	\$1,150.00
3b	6 Foot Section	1	EA	\$1,420.00
3c	10 Foot Section	1	EA	\$1,950.00
SL4	12" Diameter Sewer, 6mm			
4a	3 Foot Section	1	EA	\$1,485.00
4b	6 Foot Section	1	EA	\$1,815.00
4c	10 Foot Section	1	EA	\$2,300.00
4x	Price for each 1.5mm thickness increase exceeding 6mm	1	LF	\$97.00
SL5	15" Diameter, 7.5mm			
5a	3 Foot Section	1	EA	\$1,600.00
5b	6 Foot Section	1	EA	\$2,000.00
5c	10 Foot Section	1	EA	\$2,600.00
5x	Price for each 1.5mm thickness increase exceeding 7.5mm	1	LF	\$106.00
SL6	16" Diameter, 7.5mm			
6a	3 Foot Section	1	EA	\$1650.00
6b	6 Foot Section	1	EA	\$2,100.00
6c	10 Foot Section	1	EA	\$2,700.00
6x	Price for each 1.5mm thickness increase exceeding 7.5mm	1	LF	\$110.95
SL7	18" Diameter, 7.5mm			
7a	4 Foot Section	1	EA	\$1,865.42
7b	8 Foot Section	1	EA	\$2,929.64
7c	10 Foot Section	1	EA	\$3,286.16
7x	Price for each 1.5mm thickness increase exceeding 7.5mm	1	LF	\$129.50
SL8	20" Diameter, 10.5mm			
8a	4 Foot Section	1	EA	\$2,615.50
8b	8 Foot Section	1	EA	\$3,652.40

8c	10 Foot Section	1	EA	\$4,785.15
8x	Price for each 1.5mm thickness increase exceeding 10.5mm	1	LF	\$150.60
Sanitary Sewer Main and Lateral Connection Sealing by Chemical Grout				
GS1	Grout seal Main/Lateral Connection	1	EA	\$265.00
GS2	6" Diameter Main Pipe Joint	1	EA	\$60.00
GS3	8" Diameter Main Pipe Joint	1	EA	\$63.00
GS4	10" Diameter Main Pipe Joint	1	EA	\$66.00
GS5	12" Diameter Main Pipe Joint	1	EA	\$69.00
GS6	15" Diameter Main Pipe Joint	1	EA	\$72.00
GS7	16" Diameter Main Pipe Joint	1	EA	\$75.00
GS8	18" Diameter Main Pipe Joint	1	EA	\$78.00
GS9	20" Diameter Main Pipe Joint	1	EA	\$80.00
GS10	Grout > Initial 2 Gal./Joint	1	Gallon	\$16.00
Sanitary Sewer Cleanout				
LCO1	Lateral Cleanout Detail SS-19, 20, 21, and 25 Includes Fernco Ultra-Rib Coupling with Stainless Steel Bands (0 to 3 VLF)	1	EA	\$850.00
LCO2	Lateral Cleanout beyond 3 VLF Depth	1	VLF	\$200.00
Sidewalk				
SW1	Remove and Replace Sidewalk Section, 4" Thick, Matching existing width. Detail PD-07A. (3000 psi	1	Sq. Ft.	\$14.00

	concrete)			
SW2	Same as SW1 except use detail PD-07B, Side Walk Adjacent to Curb.	1	Sq. Ft.	\$14.00
SW3	Same as SW1 except use detail PD-07D, monolithic curb/sidewalk.	1	Sq. Ft.	\$20.00
SW4	Same as SW1 except cast with Coquina mix.	1	Sq. Ft.	\$17.00
SW5	Same as SW2 except cast from Coquina Mix.	1	Sq. Ft.	\$17.00
SW6	Same as SW3 except cast from Coquina Mix.	1	Sq. Ft.	\$22.00
Stormwater Sectional CIPP Liner				
SW1	8" Diameter, 6mm			
1swa	3 Foot Section	1	EA	\$1,065.00
1swb	6 Foot Section	1	EA	\$1,305.00
1swc	10 Foot Section	1	EA	\$1,700.00
SW2	10" Diameter, 6mm			
2swa	3 Foot Section	1	EA	\$1,150.00
2swb	6 Foot Section	1	EA	\$1,420.00
2swb	10 Foot Section	1	EA	\$1950.00
SW3	12" Diameter, 6mm			
3swa	4 Foot Section	1	EA	\$1,650.00
3swb	12 Foot Section	1	EA	\$3,730.00
SW4	15" Diameter, 7.5mm			
4swa	4 Foot Section	1	EA	\$1,725.00
4swb	12 Foot Section	1	EA	\$4,100.00
SW5	18" Diameter, 7.5mm			
5swa	4 Foot Section	1	EA	\$1,865.42
5swb	12Foot Section	1	EA	\$4,700.00
6SW	21" Diameter,10.5mm			
6swa	4 Foot Section	1	EA	\$2,400.00
6swb	12 Foot Section	1	EA	\$5,450.00
7SW	24" Diameter, 12mm			
7swa	4 Foot Section	1	EA	\$2,600.00
7swb	12 Foot Section	1	EA	\$6,000.00
8SW	30" Diameter, 15mm			
8swa	4 Foot Section	1	EA	\$3,436.00
8swb	12 Foot Section	1	EA	\$7,720.00
9SW	36: Diameter, 16.5mm			
9swa	4 Foot Section	1	EA	\$3,760.00

9swb	12 Foot Section	1	EA	\$8,800.00
Sectional Liner End Seals				
SLES1	6" Pipe End Seals	1	EA	\$172.70
SLES2	8" Pipe End Seals	1	EA	\$196.24
SLES3	10" Pipe End Seals	1	EA	\$213.90
SLES4	12" Pipe End Seals	1	EA	\$231.55
SLES5	15" Pipe End Seals	1	EA	\$255.09
SLES6	18" Pipe End Seals	1	EA	\$278.63
SLES7	21" Pipe End Seals	1	EA	\$366.91
SLES8	24" Pipe End Seals	1	EA	\$390.45
SLES9	30" Pipe End Seals	1	EA	\$472.84
SLES10	36" Pipe End Seals	1	EA	\$519.92



City of St. Augustine

NOTICE OF AWARD

TO: Flotech Environmental, LLC
 Attn: Jose L. Ferre
 2500 N. Forsyth Road, #31
 Orlando, FL 32807

**PROJECT NAME: PW2019-02B
 ANNUAL STORM AND SANITARY SEWER CLEANING
 AND INSPECTION SERVICES**

The City of St. Augustine, Florida (Owner) has considered the Proposal submitted by you for the above-described work.

You are hereby notified that your Proposal has been accepted. You are required by the Information for Respondents to execute the Contract Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 2nd day of April, 2019.

CITY OF ST. AUGUSTINE, FLORIDA

By: _____

John P. Regan, P.E.
 City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

By: _____ this 8 day of April, 2019.

Title: Managing member



CITY OF
ST AUGUSTINE
— EST. 1565 —
NATION'S OLDEST CITY

July 12, 2021

Flotech Environmental, LLC
Attn: Mr. Jose L. Ferre
657 South Drive, Suite #401
Miami Springs, FL 33166

RE: Renewal #2 to Agreement #PW2019-02B for Annual Storm and Sanitary Sewer Cleaning and Inspection Services

Dear Mr. Ferre:

Accompanying this cover letter for your firm's records is the completely executed **Renewal #2 to the Agreement between the City of St. Augustine and Flotech Environmental, LLC Annual Storm and Sanitary Sewer Cleaning and Inspection Services.** We look forward to continuing an excellent working relationship.

Please feel free to contact me at my office (904) 209-4305 or, via email, at swhitener@citystaug.com if you have any questions.

Sincerely,

Sharon F. Whitener, CPPO
Procurement Manager

SFW

Enclosure

xc: John P. Regan, City Manager
Meredith L. Breidenstein, Assistant City Manager
Reuben C. Franklin, Jr. Public Works Director
James C. Piggott, General Services Director
File

**SECOND RENEWAL OF THE AGREEMENT BETWEEN
THE CITY OF ST. AUGUSTINE
AND FLOTECH ENVIRONMENTAL, LLC FOR
ANNUAL STORM AND SANITARY SEWER CLEANING AND INSPECTION
SERVICES**

THIS RENEWAL AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the "City"), whose mailing address is P. O. Box 210, St. Augustine, Florida 32085, and FLOTECH ENVIRONMENTAL, LLC, whose address is 657 South Drive, Suite #401, Miami Springs, Florida 33166.

The City entered into an Agreement with Flotech Environmental, LLC. on April 12, 2019 for a term ending on September 30, 2020. The Agreement included the option to renew up to four (4) consecutive years. On September 11, 2020, the City and Contractor renewed the Agreement for an additional one (1) year term, October 1, 2020 through September 30, 2021 (Renewal #1).

The City and Contractor now desire to renew the Agreement for an additional two (2) year term, October 1, 2021 through September 30, 2023 (Renewal #2).

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree to the following:

1. The Agreement, Contract No. PW2019-02B, is renewed for an additional two (2) year term beginning October 1, 2021 and ending September 30, 2023. For satisfactory performance of the Work outlined in the Contract during this additional term period, the City agrees to pay the Contractor in accordance with Exhibit D - Unit Price Schedule in the original Agreement.

2. **EMPLOYMENT ELIGIBILITY.** Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

All other terms and conditions of the Agreement are hereby ratified and continue in full force and effect.

****SIGNATURES APPEAR ON NEXT PAGE****

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first written below.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name:

Darlene Delamater

By:

[Signature]

Printed Name: John P. Regan

Title: City Manager

Date:

7/7/21

(SEAL)



Signed, sealed and delivered
in the presence of:

Witness

Yinier Quirana

Printed Name: Yinier Quirana

Witness

[Signature]

Printed Name: Rosa A. Agudo

By:

[Signature]

Printed Name: JOSE L. FERRE

Title: MEMBER

Date:

7/6/2021

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]

Isabelle C. Lopez, City Attorney

**CITY OF OPA-LOCKA
AGREEMENT FOR
CITY STORM DRAINAGE SYSTEM CLEANING AND
INSPECTION SERVICES**

This Agreement is made this _____ day of _____, 2022, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 ("City"), and Flotech Environmental, LLC, whose address is 657 South Drive, Suite 401, Miami, FL 33166 ("Contractor").

WITNESSETH

WHEREAS, the Contractor wishes to enter into this Agreement ("Agreement") with the City to provide to the City CCTV Inspection and Heavy Cleaning of the City Storm Drainage System for Sharazad Boulevard (between NW 27th Avenue and Ahmad Street) within the City; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of St. Augustine, Florida and the Contractor as set forth in the City of St. Augustine, Florida RFP # PW2019-02, entitled " Annual Storm and Sanitary Sewer Cleaning and Inspections" ("RFP"); and

WHEREAS, Section 2-318(2) of the City's Purchasing Ordinance 20-07, provides: "The city manager may make emergency procurements of supplies or contractual services where the cost exceeds twenty- five thousand dollars (\$ 25,000.00) when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the city, provided, however, that such emergency procurements shall be made with such competition as is practicable under the circumstances".

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon full execution hereof and continues through upon completion, unless terminated earlier by its terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with CCTV Inspection and Heavy Cleaning of the City Storm Drainage System for Sharazad Boulevard (between NW 27th Avenue and Ahmad Street) within the City with and related services as set forth in the Contractor's contract with the City of St. Augustine dated April 12, 2019, attached as Exhibit "A." These services are hereafter referred to as the "Work." The exhibit hereto is incorporated into this Agreement for all purposes (collectively, the "Contract Documents"). In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the St. Augustine Agreement and the Contractor's accepted proposal.

The following additional provisions are included:

A. City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Airia Austin, as PW & CIP Director, shall be the City Representative and may be reached at (305)953-2868 Ext. 1450.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten working days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The "City of Opa-Locka" shall be deemed substituted for "City of St. Augustine, Florida" with regard to any and all provisions of the RFP, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in the RFP (including Contractor's proposal) are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall show requirements for insurance have been fully met by Contractor and that City is a named insured. Contractor shall complete the work in accord with the Contract Documents.

Section 3. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 4. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:	Darvin Williams, Interim City Manager City of Opa-Locka 780 Fisherman Street
Copy to:	Burnadette Norris-Weeks, Esq. City Attorney Burnadette Norris-Weeks, P.A. 401 NW 7 th Avenue Fort Lauderdale, FL 33311 Telephone: (954)768-9770
For Contractor:	Jose Ferre 657 South Drive Suite 401 Miami, FL 33166

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 6. Public Records.

CONTRACTOR shall comply with The Florida Public Records Act as follows:

- A. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
- B. Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. 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 this Agreement, and following completion of this Agreement until the records are transferred to the City.
- D. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- E. The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 688-4611, jflores@Opalockafl.gov OR BY MAIL: City Of Opa-Locka - City Clerk's Office, 780 Fisherman Street, Fourth Floor, Opa-Locka, FL 33054.

Section 7. Scrutinized Company

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.

- B. If this Agreement is for more than one million dollars, the Contractor 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 City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. 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.

Section 8. Ownership of Documents.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

Section 9. E-VERIFY

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been

vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

By: _____
Darvin E. Williams, Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Joanna Flores, City Clerk

CONTRACTOR:

FLOTECH ENVIRONMENTAL, LLC

By: _____

Jose Ferre, Manager

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

SECOND READING ORDINANCES / PUBLIC HEARINGS

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored By: City Manager

ORDINANCE NO. 22-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, FL adopted its 2021-2022 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 21-12, and further amended it by passage of Ordinance 22-01 and Ordinance 22-10; and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of fiscal year may amend a budget for that year as follows:

- a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
- b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
- c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, the City Commission desires to amend its 2021-2022 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

NOW, THEREFORE, BE IT DULY ORDAINED BY THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA:

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2021, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

The City Commission of the City of Opa-Locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2021-2022, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-Locka Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2021-2022.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit "A", are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2021, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2021, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, by the City Manager, or by Resolution adopted by the City Commission, if lawful. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED FIRST READING this ____ day of _____, 2022.

PASSED SECOND READING this ____ day of _____, 2022.

Veronica J. Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Dominguez	_____ (Yes)	_____ (No)
Vice-Mayor Taylor	_____ (Yes)	_____ (No)
Mayor Williams	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:		
City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date:	April 27, 2022		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance
					X
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	
	X			2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Attachments		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No
				X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
		X			
Sponsor Name	City Manager		Department: City Manager's Office	City Manager	

Short Title:

FY 22 Budget Amendment #3 – Second Hearing

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the budget with current City requirements. Staff recommends the City Commission approve FY 22 Budget Amendment #3 at the first hearing.

History: The City Commission adopted the City FY 22 Budget on September 22, 2021 (Ordinance 21-12) which was subsequently approved by the State. This budget was composed of \$44.7 million of expenditures and \$8.9 million of funding moving between various Funds, resulting a total budget of \$53.6 million.

On January 12, 2022, the City Commission approved Budget Amendment #1, which focused primarily on bringing forward incomplete portions of projects approved in FY 21 but not completed, and also the initiation of spending American Rescue Plan Act (ARPA) grant funds on various water and sewer projects. This amendment increased expenditures by another \$6.0 million to \$50.7 million and additionally increased the movement of funding between various City financial units, (e.g., General Fund, Water-Sewer Fund, etc.) by another \$6.2 million to \$15.1 million. A reminder that this latter category doesn't increase City spending but rather serves to move funding from one City financial unit to another to permit the latter unit to make expenditures to be funded by that unit.

On February 23, 2022, the City Commission approved FY 22 Budget Amendment #2 at the second hearing through Ordinance 22-10. This amendment increased expenditure by \$0.1 million while reducing interfund transfers by \$0.2 million for a net reduction to the City's budget of \$0.1 million. There were \$0.9 million of new expenditures, offset by \$0.6 million of savings and the use of \$0.2 million of Contingency. Increased expenditures included \$345,750 for capital projects, \$105,000 for additional accrued leave payout for departing employees, \$103,396 associated with the termination of the prior City Manager and the recruitment of a replacement and \$75,000 the Parks and Recreation Master Plan.

Current Activity: Budget Amendment #3 was originally composed of 44 line items, but has been increased to 50 line items due to emerging circumstances not evident at the time of the first hearing, as follows.

1. As part of the audit, a decade worth of entries was reconciled for the Special Law Enforcement Fund. It was determined that a very significant amount of funds previously assigned to this fund's Fund Balance belonged to other Funds. With the completion of this reconciliation, the City was also authorized to receive approximately \$45,000 seizure funds, which are being brought in now to provide funding for expenditures previously intended to be covered by the no-longer-available fund balance.
2. The NW 19th Avenue resurfacing project has been added now that an accurate cost estimate has become available.
3. The Leave Payout Budget for departing staff having unused accrued leave has been increased due to the impact of a couple recently departed staff with substantial amounts of unused leave.
4. Three small housekeeping amendments averaging \$2,000 each have been recommended for inclusion on the basis of ongoing review of year-to-date results.

Financial Impact: This budget amendment can be summarized financially as follows:

<u>Funding</u>	
Revenue / Loans / Grants	\$ 45,000
Use Of Fund Balance	<u>272,581</u>
Total Funding – Excluding Transfers-In	317,581
Transfers-In	<u>391,081</u>
Total Funding	\$ 708,662
 <u>Expenditure</u>	
Expenditure – Excluding Transfers-Out	\$ 317,581
Transfers-Out	<u>391,081</u>
Total Expenditure	\$ 708,662

Additional details on the Financial Impact are provided in the attachment, Budget Amendment #3 Summary. There is also a Detailed Information attachment which contains accounting information for the State review which is a highly detailed accounting version of what is presented in the Summary information.

.Proposed Action:

Staff recommends that the City Commission approve the proposed amendments on second hearing.

Attachment:

- 1. Summary of the recommended amendments
- 2. Detailed information on each recommended amendment
- 3. Ordinance

FY 22 Budget Amendment #3 Summary By Line Item
Second Hearing

#	Amount	Purpose	Funding Source
1	\$158,072	NW 133 rd St drainage project	Fund balance
2	\$2,000	Code copier maintenance	Vacancy savings
3	(\$13,046)	Savings from project to extend Superior St watermain done by City staff	Reduced usage of General Fund available fund balance
4	\$2,500	Additional wastewater chemicals	Contingency
5	\$5,000	Electricity for Ingram Park lights	Contingency
6	\$1,000	Basketball uniforms	Contingency
7	\$5,000	Stormwater general expense	Contingency
8	\$8,600	Telephone expense	Vacancy savings
9	\$15,300	GIS license and maintenance	Vacancy savings
10	\$36,000	Ingram Park light project – final payment	Savings related to cancellation of Ingram Park trails project due to grant not received.
11	\$75,000	Unsafe structure demolition	Contingency
12	\$800	PW Admin memberships	Vacancy savings
13	\$500	Roads & Streets protective clothing	Contingency
14	\$6,000	Vehicle maintenance tires	Contingency
15	\$34,000	Additional solid waste disposal fees due to addressing illegal dumping	Vacancy savings
16	\$20,000	Overtime – Bldg Maint (\$3,000), Roads & Streets (\$14,000), Vehicle Maintenance (\$3,000) due to vacancies and City beautification focus	Contingency
17	\$2,000	Sewer overtime due to vacancies	Vacancy savings
18	\$1,000	Stormwater overtime due to vacancies	Vacancy savings
19	\$51,000	Additional workers comp insurance due to workers comp audit which indicated original wages used for determination of original workers comp insurance was too low.	Primarily vacancy savings and reduction in deductible charges
20	\$4,000	PW GIS training	Vacancy savings
21	\$40,000	Building maintenance repairs greater than budgeted	Contingency
22	\$5,000	Timeclock rentals	Other Contracted Services savings
23	\$1,500	Parks & Recreation Out-Of-School Camp	Vacancy savings
24	\$900	Commission memberships	Contingency
25	\$5,300	Rental rate increase for off-site storage	Contingency
26	(\$43,000)	Building & Licenses vacancies	Increased available Contingency
27	(\$51,000)	Code Enforcement vacancies	Increased available Contingency
28	\$5,000	Stormwater rentals	Contingency
29	\$8,000	Grounds maintenance (beautification)	Contingency
30	\$35,000	Grant writing services	Contingency
31	\$2,000	Code Enforcement Operating Expense	Contingency
32	\$15,000	Four radar speed warning signs	Special Law Enforcement fund available fund balance.
33	\$25,000	Increased water service line repairs	Contingency
34	\$20,000	Additional Municipal Complex repairs (fire panel and air conditioning)	Contingency

FY 22 Budget Amendment #3 Summary By Line Item
Second Hearing

#	Amount	Purpose	Funding Source
35	\$10,000	Additional vehicle repairs	Contingency
36	\$165,000	Elevator renovation – 2105 Ali Baba	General Fund available fund balance
37	\$3,000	Service line maintenance	Vacancy savings
38	\$6,000	Water distribution Operating Expense	Vacancy savings
39	\$50,000	Trees (158) Perviz Avenue	County Grant
40	\$3,000	Overtime – Parks & Rec – Summer programs	Vacancy savings
41	\$5,000	Police secure storage shelves	Vacancy savings
42	\$4,000	Water-Sewer tools	Contingency
43	\$40,000	Police vehicle fit-out equipment	Vehicle savings
44	\$60,000	Records retention / destruction	Vacancy savings / Contingency
Second Hearing Additions			
45	\$45,000	Improve Spec Law Enforce Fund Balance	Seizure revenue
46	\$85,000	NW 19 Ave resurfacing	General Fund available fund balance
47	\$52,000	Additional leave payout	Increased Permit revenue
48	\$2,500	Town Center miscellaneous expense	Tax Payment savings
49	\$2,000	Employee physicals	Contingency
50	\$1,500	Retirement processing fees	Contingency

Budget Amendment #3 Summary - Second Hearing

Summary		
<u>Funding</u>		Notes
Revenue / Loans / Grants	\$ 45,000	(a)
Use Of Fund Balance	272,581	(b)
Total Funding – Excluding Transfers-In	317,581	
Transfer-In	391,081	
Total Funding	\$ 708,662	
<u>Expenditure</u>		
Expenditure – Excluding Transfers-Out	\$ 317,581	(c)
Transfers-Out	391,081	
Total Expenditure	\$ 708,662	
Notes		

	Bgt. Amend #2	Incr/(Decr)	Bgt. Amend #3
(a) <u>Revenue / Loans / Grants</u>			
Ingram Park Trails Grant Not Received	\$ (150,000)		
County Tree Grant	\$ 50,000		
Federal Seizure Funds	\$ 45,000		
Improved Permit Revenue	\$ 100,000		
Total Revenue / Loans / Grants	\$ 45,000		
(b) <u>Use Of/(Addition To) Fund Balance</u>			
General Fund	\$ 4,219,944	\$ 279,585	\$ 4,499,529
Water-Sewer Operating Fund	1,975,467	-	1,975,467
Stormwater Operating Fund	1,615,610	106,042	1,721,652
Special Law Enforcement	110,000	(100,000)	10,000
American Recover Plan Act (ARPA)	(2,350,710)	(13,046)	(2,363,756)
Total Use Of / (Addition To) Fund Balance	\$ 5,570,311	\$ 272,581	\$ 5,842,892
(c) <u>Expenditures</u>			
Elevator Renovation - 2105 Ali Baba Avenue	\$ 165,000		
NW 133 ST Roadway & Drainage Project	158,072		
NW 19th Avenue Resurfacing	85,000		
Grant Writing Services	75,000		
Records Retention / Destruction	60,000		
Additional Leave Payout	52,000		
Additional Workers Comp Insurance	51,000		
Perviz Avenue Tree Project (Grant)	50,000		
Police Vehicle Equipment	40,000		
Building Maintenance Repairs	40,000		
Ingram Park Lighting Project	36,000		
Grant Writing Services	35,000		
Solid Waste Disposal Fees	34,000		
Overtime	26,000		
Water Line Repairs	25,000		
Municipal Complex Repairs	20,000		
GIS License & Maintenance	15,300		
Radar Speed Signs	15,000		
Vehicle Repairs	10,000		
Misc (25 Items - Average \$3,804)	95,100		
Expenditures - Gross	\$ 1,087,472		
Savings	(618,691)		
Contingency	(151,200)		
Expenditures - Net	\$ 317,581		
<u>Funded By</u>			
Use Of Fund Balance	\$ 272,581		
Revenue	45,000		
	\$ 317,581		

FY 22 Budget Amendment #3 - Second Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
<u>Budget Thru Amend #2</u>				
<u>Funding</u>				
Revenue/Loans	25,824,901	14,988,533	3,978,531	44,791,965
Use Of / (Add To) Fund Bal	4,744,794	3,591,077	(2,350,710)	5,985,161
Total Funding Ex Trans-In	30,569,695	18,579,610	1,627,821	50,777,126
Transfer-in	9,553,973	5,374,177	-	14,928,150
Total Funding	40,123,668	23,953,787	1,627,821	65,705,276
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	30,860,468	19,916,657	-	50,777,125
Transfer-Out	9,263,200	4,037,130	1,627,821	14,928,151
Total Expenditure	40,123,668	23,953,787	1,627,821	65,705,276
<u>Amendment #3</u>				
<u>Funding</u>				
Revenue/Loans	45,000	-	-	45,000
Use Of / (Add To) Fund Bal	179,585	106,042	(13,046)	272,581
Total Funding Ex Trans-In	224,585	106,042	(13,046)	317,581
Transfer-in	298,085	92,996	-	391,081
Total Funding	522,670	199,038	(13,046)	708,662
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	224,585	92,996	-	317,581
Transfer-Out	298,085	106,042	(13,046)	391,081
Total Expenditure	522,670	199,038	(13,046)	708,662
<u>Budget Thru Amend #3</u>				
<u>Funding</u>				
Revenue/Loans	25,869,901	14,988,533	3,978,531	44,836,965
Use Of / (Add To) Fund Bal	4,924,379	3,697,119	(2,363,756)	6,257,742
Total Funding Ex Trans-In	30,794,280	18,685,652	1,614,775	51,094,707
Transfer-in	9,852,058	5,467,173	-	15,319,231
Total Funding	40,646,338	24,152,825	1,614,775	66,413,938
<u>Expenditure</u>				
Expenditure - Ex Trans-Out	31,085,053	20,009,653	-	51,094,706
Transfer-Out	9,561,285	4,143,172	1,614,775	15,319,232
Total Expenditure	40,646,338	24,152,825	1,614,775	66,413,938

FY 22 Budget Amendment #3 - Second Hearing

General Fund

		Budget Thru Amend #2	Amendment #3	Budget Thru Amend #3
<u>Funding</u>				
Revenue/Loans		16,187,557	150,000	16,337,557
Use Of / (Add To) Fund Bal		4,219,944	279,585	4,499,529
Total Funding - Ex Transfer-In		20,407,501	429,585	20,837,086
Transfer-In		3,388,842	-	3,388,842
Total Funding - Ex Transfer-In		23,796,343	429,585	24,225,928
<u>Expenditure</u>				
	<u>Div</u>			
Commission	10	131,207	900	132,107
City Manager	12	912,518	-	912,518
General Fund Non-Depart - Ex Trans Out	19	2,251,676	(12,400)	2,239,276
Human Resources	13	405,360	3,500	408,860
Clerk	16	393,661	36,000	429,661
Attorney	28	645,000	-	645,000
Finance	17	1,050,717	-	1,050,717
Planning & Community Dev	37	384,611	-	384,611
Building & Licenses	30	638,786	32,000	670,786
Parks & Recreation	72	1,247,418	1,000	1,248,418
Police	26	6,179,074	(15,000)	6,164,074
Code Enforcement	23	389,286	(49,000)	340,286
Public Works - Admin	32	452,681	-	452,681
Public Works - Bldg Maintenance	38	490,750	43,000	533,750
Public Works - Streets	41	1,045,799	72,500	1,118,299
Public Works - Trash	50	185,832	-	185,832
Public Works - Vehicle Maintenance	49	653,228	19,000	672,228
Total Expenditure - Ex Transfer-Out		17,457,604	131,500	17,589,104
Transfer-Out	19	6,338,739	298,085	6,636,824
Total Expenditure		23,796,343	429,585	24,225,928

FY 22 Budget Amendment #3 - Second Hearing

Governmental Funds										
	General Fund	CRA Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
<u>Budget Thru Amend #2</u>										
<u>Funding</u>										
Revenue/Loans	16,187,557	1,303,462	3,106,771	950,000	350,200	3,926,911	-	-	-	25,824,901
Use Of / (Add To) Fund Bal	4,219,944	-	-	414,850	-	-	110,000	-	-	4,744,794
Total Funding Ex Trans-In	20,407,501	1,303,462	3,106,771	1,364,850	350,200	3,926,911	110,000	-	-	30,569,695
Transfer-in	3,388,842	-	1,277,290	-	564,727	48,044	-	3,046,940	1,228,130	9,553,973
Total Funding	23,796,343	1,303,462	4,384,061	1,364,850	914,927	3,974,955	110,000	3,046,940	1,228,130	40,123,668
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	17,457,604	1,219,941	4,384,061	1,364,850	791,600	1,257,343	110,000	3,046,939	1,228,130	30,860,468
Transfer-Out	6,338,739	83,521	-	-	123,327	2,717,612	-	1	-	9,263,200
Total Expenditure	23,796,343	1,303,462	4,384,061	1,364,850	914,927	3,974,955	110,000	3,046,940	1,228,130	40,123,668
<u>Amendment #3</u>										
<u>Funding</u>										
Revenue/Loans	150,000	-	(150,000)	-	-	-	45,000	-	-	45,000
Use Of / (Add To) Fund Bal	279,585	-	-	-	-	-	(100,000)	-	-	179,585
Total Funding Ex Tr: FY 22	429,585	-	(150,000)	-	-	-	(55,000)	-	-	224,585
Transfer-in	-	-	278,085	-	20,000	-	-	-	-	298,085
Total Funding	429,585	-	128,085	-	20,000	-	(55,000)	-	-	522,670
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	131,500	-	128,085	-	20,000	-	(55,000)	-	-	224,585
Transfer-Out	298,085	-	-	-	-	-	-	-	-	298,085
Total Expenditure	429,585	-	128,085	-	20,000	-	(55,000)	-	-	522,670
<u>Budget Thru Amend #3</u>										
<u>Funding</u>										
Revenue/Loans	16,337,557	1,303,462	2,956,771	950,000	350,200	3,926,911	45,000	-	-	25,869,901
Use Of / (Add To) Fund Bal	4,499,529	-	-	414,850	-	-	10,000	-	-	4,924,379
Total Funding Ex Trans-In	20,837,086	1,303,462	2,956,771	1,364,850	350,200	3,926,911	55,000	-	-	30,794,280
Transfer-in	3,388,842	-	1,555,375	-	584,727	48,044	-	3,046,940	1,228,130	9,852,058
Total Funding	24,225,928	1,303,462	4,512,146	1,364,850	934,927	3,974,955	55,000	3,046,940	1,228,130	40,646,338
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	17,589,104	1,219,941	4,512,146	1,364,850	811,600	1,257,343	55,000	3,046,939	1,228,130	31,085,053
Transfer-Out	6,636,824	83,521	-	-	123,327	2,717,612	-	1	-	9,561,285
Total Expenditure	24,225,928	1,303,462	4,512,146	1,364,850	934,927	3,974,955	55,000	3,046,940	1,228,130	40,646,338

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Enterprise Funds										
	Water-Sewer Operating Expense Fund						Storm Water Op	Water Sewer CIP	Storm Water CIP	Total
	Water-Sewer Operating Divisions (Expense)					Total				
	Water Division	Sewer Division	Water-Sewer Finance Division	Water Lines Division	Water-Sewer CIP Division	Total Water-Sewer Op Fund	Storm Water Op Fund	Total Water-Sewer CIP Fund	Storm Water CIP Fund	Total Funds
<u>Budget Thru Amend #2</u>										
<u>Funding</u>										
Revenue/Loans						10,025,825	1,900,000	1,596,577	1,466,131	14,988,533
Use Of / (Add To) Fund Bal						1,975,467	1,615,610	-	-	3,591,077
Total Funding Ex Trans-In						12,001,292	3,515,610	1,596,577	1,466,131	18,579,610
Transfer-in						1,000,000	-	996,821	3,377,356	5,374,177
Total Funding	-	-	-	-	-	13,001,292	3,515,610	2,593,398	4,843,487	23,953,787
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,000,670	4,014,923	4,936,498	255,205	139,882	11,347,178	1,132,594	2,593,398	4,843,487	19,916,657
Transfer-Out	-	-	1,654,114	-	-	1,654,114	2,383,016	-	-	4,037,130
Total Expenditure	2,000,670	4,014,923	6,590,612	255,205	139,882	13,001,292	3,515,610	2,593,398	4,843,487	23,953,787
<u>Amendment #3</u>										
<u>Funding</u>										
Revenue/Loans						-	-	-	-	-
Use Of / (Add To) Fund Bal						-	106,042	-	-	106,042
Total Funding Ex Trans-In						-	106,042	-	-	106,042
Transfer-in						-	-	(13,046)	106,042	92,996
Total Funding	-	-	-	-	-	-	106,042	(13,046)	106,042	199,038
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	4,000	2,500	(31,500)	25,000	-	-	-	(13,046)	106,042	92,996
Transfer-Out	-	-	-	-	-	-	106,042	-	-	106,042
Total Expenditure	4,000	2,500	(31,500)	25,000	-	-	106,042	(13,046)	106,042	199,038
<u>Budget Thru Amend #3</u>										
<u>Funding</u>										
Revenue/Loans						10,025,825	1,900,000	1,596,577	1,466,131	14,988,533
Use Of / (Add To) Fund Bal						1,975,467	1,721,652	-	-	3,697,119
Total Funding Ex Trans-In						12,001,292	3,621,652	1,596,577	1,466,131	18,685,652
Transfer-in						1,000,000	-	983,775	3,483,398	5,467,173
Total Funding	-	-	-	-	-	13,001,292	3,621,652	2,580,352	4,949,529	24,152,825
<u>Expenditure</u>										
Expenditure - Ex Trans-Out	2,004,670	4,017,423	4,904,998	280,205	139,882	11,347,178	1,132,594	2,580,352	4,949,529	20,009,653
Transfer-Out	-	-	1,654,114	-	-	1,654,114	2,489,058	-	-	4,143,172
Total Expenditure	2,004,670	4,017,423	6,559,112	280,205	139,882	13,001,292	3,621,652	2,580,352	4,949,529	24,152,825

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#	Amendment Details				Budget	Adj	Revised	
1	<u>NW 133 St Drainage Improvement</u>							
	PTP	Exp	47-541800	Resurfacing Improvement	258,850	(22,445)	236,405	Funding of the NW 133 St drainage project from the Peoples' Transportation Plan, Safe Neighborhood and Stormwater Funds.
	PTP	Exp	47-541828	NW 133 Improvement (Road)	-	22,445	22,445	
	Safe Neigh	Exp	44-541828	NW 133 Improvement (Road)	-	29,585	29,585	
	Safe Neigh	Trf-In	320-381001	Trf In From General Fund	1,217,290	29,585	1,246,875	
	Non-Dept	Trf-Out	19-581320	Trf Out To Safe Neighborhood CIP	1,217,290	29,585	1,246,875	
	Gen Fund	Fund Bal	001-383010	Use Of Fund Balance	4,219,945	29,585	4,249,530	
	Strm-CIP	Exp	87-541828	NW 133 Improvement (Drainage)	-	106,042	106,042	
	Strm-CIP	Trf-In	455-381010	Trf In From Stormwater Ops	2,212,356	106,042	2,318,398	
	Strm-Ops	Trf-Out	43-538917	Trf Out To Stormwater CIP	2,212,356	106,042	2,318,398	
	Strm-Ops	Fnd Bal	440-383010	Use Of Fund Balance	1,615,611	106,042	1,721,653	
2	<u>Code Enforcement Copier Maintenance</u>							
	Code	Exp	23-521340	Other Contracted Services	-	2,000	2,000	Copier maintenace
	Code	Exp	23-521120	Salaries - Regular	254,959	(2,000)	252,959	
3	<u>Superior Street Water Main Extension - Cancellation</u>							
	Strm-CIP	Exp	86-535651	Zone 3 Water - Superior Street	13,046	(13,046)	-	Project to be done inhouse, eliminating need for external services
	Strm-CIP	Trf-In	445-381320	Trf In From ARPA	449,775	(13,046)	436,729	
	ARPA	Trf-Out	15-538901	Trf Out To Water-Sewer CIP	462,821	(13,046)	449,775	
	ARPA	Fund Bal	105-383010	Use Of Fund Balance	(2,350,710)	(13,046)	(2,363,756)	
4	<u>Sewer - Chemicals</u>							
	Sewer	Exp	35-535525	Chemicals/Horticultural	3,000	2,500	5,500	Additional sewer chemicals
	WS Finance	Exp	61-513992	Contingency	458,902	(2,500)	456,402	
5	<u>Electricity Lights - Ingram Park</u>							
	Non-Dept	Exp	19-519430	Electric, Gas & Water	188,535	5,000	193,535	Electricity for new Ingram Parks lights
	Non-Dept	Exp	19-519390	Contingency	1,167,741	(5,000)	1,162,741	
6	<u>Basketball Uniforms</u>							
	Parks & Rec	Exp	72-572488	Basketball	1,530	1,000	2,530	Basketball uniforms more expensive than anticipated
	Non-Dept	Exp	19-519390	Contingency *	1,162,741	(1,000)	1,161,741	
	* Budget Adjusted By Prior Items							
7	<u>Stormwater General Expense</u>							
	Stormwater	Exp	43-538493	General Expense	-	5,000	5,000	Establishment of General Expense account for small miscellaneous expenses
	Stormwater	Exp	43-538992	Working Capital Reserve	271,854	(5,000)	266,854	

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#	Amendment Details				Budget	Adj	Revised	
8	IT - Cell Phone Expense							
	IT	Exp	85-512411	Telephone	123,640	8,600	132,240	Increased cell phone expense offset by vacancy savings
	IT	Exp	85-512120	Salaries - Regular	110,794	(8,600)	102,194	
9	IT - GIS Licence & Maintenance							
	IT	Exp	85-512528	Software Licensing	123,640	15,300	138,940	GIS license and maintenance offset by vacancy savings
	IT	Exp	85-512120	Salaries - Regular *	102,194	(15,300)	86,894	
	* Budget Adjusted By Prior Items							
10	Ingram Park Light Project							
	Safe Neigh	Exp	44-541811	Ingram Park	-	36,000	36,000	Final bill from Ingram Park light project. Funded by elimination of Ingram Park trail project due to not receiving \$150,000 grant for trails project. Results in a monior reduction in General Fund funding requirement, allowing \$1,750 <u>increase</u> in General Fund contingency.
	Safe Neigh	Exp	44-541837	Park Trails	187,500	(187,500)	-	
	Safe Neigh	Trf-In	320-381001	Trf In From General Fund *	1,246,875	(1,500)	1,245,375	
	Safe Neigh	Grant	320-334700	Grants	1,409,729	(150,000)	1,259,729	
	Non-Dept	Trf-Out	19-581320	Trf Out To Safe Neighborhood CIP *	1,246,875	(1,500)	1,245,375	
	Non-Dept	Exp	19-519390	Contingency *	1,161,741	1,500	1,163,241	
	* Budget Adjusted By Prior Items							
11	Unsafe Structure Demolition							
	Bldg & Lic	Exp	30-524340	Other Contract Services	45,000	75,000	120,000	Demolition of unsafe blighted structure. To be recovered through various options in the future.
	Non-Dept	Exp	19-519390	Contingency *	1,163,241	(75,000)	1,088,241	
	* Budget Adjusted By Prior Items							
12	Memberships							
	PW Admin	Exp	32-541540	Pub/Subs/Memberships	400	800	1,200	Minor increase in membership due to current budget being fully utilized.
	PW Admin	Exp	32-541120	Salaries - Regular	244,806	(800)	244,006	
13	Protective Clothing							
	Street Mnt	Exp	41-541521	Clothing & Uniform Expense	500	500	1,000	Minor increase in protective clothing due to current budget being fully utilized.
	Non-Dept	Exp	19-519390	Contingency *	1,088,241	(500)	1,087,741	
	* Budget Adjusted By Prior Items							
14	Tires							
	Veh Mnt	Exp	49-541543	Tires & Wheels	10,000	6,000	16,000	Had anticipated some Tire service to be covered in Other Contract Services which hasn't occurred.
	Non-Dept	Exp	19-519390	Contingency *	1,087,741	(6,000)	1,081,741	
	* Budget Adjusted By Prior Items							

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#	Amendment Details				Budget	Adj	Revised	
15	<u>Solid Waste Disposal Fees</u>							
	Trash	Exp	50-541431	Tipping Fees/Disposal Of Ill Dumping	10,000	34,000	44,000	Additional tipping fees due to increase in collection of illegal dumping - 2,000 tons at \$17.00 per ton.
	Trash	Exp	50-541120	Salaries - Regular	93,847	(23,000)	70,847	
	Trash	Exp	50-541210	FICA	9,546	(3,000)	6,546	
	Trash	Exp	50-541220	Retirement	12,915	(4,000)	8,915	
	Trash	Exp	50-541230	Life And Health Insurance	16,524	(4,000)	12,524	
16	<u>Public Works (Bldg, Streets, Fleet) Overtime</u>							
	Bldg Mnt	Exp	39-541140	Salaries - Overtime	2,000	3,000	5,000	Additional overtime due to addressing additional requirements. Primarily beautification / illegal dumping
	Streets	Exp	41-541140	Salaries - Overtime	8,000	14,000	22,000	
	Fleet Mnt	Exp	49-541140	Salaries - Overtime	800	3,000	3,800	
	Non-Dept	Exp	19-519390	Contingency *	1,081,741	(20,000)	1,061,741	
	* Budget Adjusted By Prior Items							
17	<u>Sewer Overtime</u>							
	Sewer	Exp	35-535140	Salaries - Overtime	5,000	2,000	7,000	Additional overtime due to addressing additional requirements.
	Sewer	Exp	35-535120	Salaries - Regular	174,690	(2,000)	172,690	
18	<u>Stormwater Overtime</u>							
	Storm	Exp	43-538140	Salaries - Overtime	4,000	1,000	5,000	Additional overtime due to addressing additional requirements.
	Storm	Exp	43-538120	Salaries - Regular	134,485	(1,000)	133,485	
19	<u>Insurance - Workers Comp</u>							
	Risk	Exp	84-513451	Insurance Premium	2,777,854	51,000	2,828,854	Workers Comp Audit was \$176,000, \$51,000 higher than budget due to salary higher than provided in initial computation of workers comp premium.
	Risk	Exp	84-513110	Salaries Executive	60,296	(28,000)	32,296	
	Risk	Exp	84-513210	FICA	4,612	(2,000)	2,612	
	Risk	Exp	84-513220	Retirement	6,524	(3,000)	3,524	
	Risk	Exp	84-513230	Life And Health Insurance	5,854	(4,000)	1,854	
	Risk	Exp	84-513452	General Liability - Deductible	150,000	(14,000)	136,000	
20	<u>GIS Training</u>							
	PW Admin	Exp	32-541541	Educational Costs	400	4,000	4,400	GIS Training for PW Admin staff
	PW Admin	Exp	32-541120	Salaries - Regular *	244,006	(4,000)	240,006	
21	<u>Building Repair & Maintenance</u>							
	Bldg Mnt	Exp	39-541461	Building Repair & Maintenance	74,700	40,000	114,700	Budget was too low
	Non-Dept	Exp	19-519390	Contingency *	1,061,741	(40,000)	1,021,741	
	* Budget Adjusted By Prior Items							

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#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
22	<u>HR - ADP Services</u>							
	HR	Exp	13-513440	Rentals & Leases	4,244	5,000	9,244	Timeclock rental originally budgeted in Other Contracted Services as part of a larger package.
	HR	Exp	13-513340	Other Contracted Services	83,000	(5,000)	78,000	
23	<u>Parks & Rec Out Of School Camp</u>							
	Parks & Rec	Exp	72-572482	Out Of School Camp	1,300	1,500	2,800	More extensive program than originally anticipated
	Parks & Rec	Exp	72-572130	Salaries - Part Time	156,642	(1,500)	155,142	
24	<u>Commission Memberships</u>							
	Commission	Exp	10-511540	Memberships	1,000	900	1,900	Additional membership availabilities
	Non-Dept	Exp	19-519390	Contingency *	1,021,741	(900)	1,020,841	
	* Budget Adjusted By Prior Items							
25	<u>Storage Rental</u>							
	Non-Dept	Exp	19-519440	Rentals & Leases	36,500	5,300	41,800	Increased cost of rental storage
	Non-Dept	Exp	19-519390	Contingency *	1,020,841	(5,300)	1,015,541	
	* Budget Adjusted By Prior Items							
26	<u>Building & Licenses Vacancies</u>							
	Bldg & Lic	Exp	30-524110	Salaries - Executive	191,366	(8,000)	183,366	Building & Licenses vacancy savings allowing an increase in Contingency
	Bldg & Lic	Exp	30-524120	Salaries - Regular	128,911	(20,000)	108,911	
	Bldg & Lic	Exp	30-524130	Salaries - Part Time	128,852	(15,000)	113,852	
	Non-Dept	Exp	19-519390	Contingency *	1,015,541	43,000	1,058,541	
	* Budget Adjusted By Prior Items							
27	<u>Code Enforcement Vacancies</u>							
	Code	Exp	23-521120	Salaries - Regular *	252,959	(35,000)	217,959	Code Enforcement vacancy savings allowing an increase in Contingency
	Code	Exp	23-521210	FICA	19,634	(2,000)	17,634	
	Code	Exp	23-521220	Retirement	27,771	(3,000)	24,771	
	Code	Exp	23-521230	Life And Health Insurance	35,322	(11,000)	24,322	
	Non-Dept	Exp	19-519390	Contingency *	1,058,541	51,000	1,109,541	
	* Budget Adjusted By Prior Items							
28	<u>Stormwater Rentals</u>							
	Stormwater	Exp	43-538440	Rentals And Leases	5,000	5,000	10,000	Rental equipment requirement increased
	Stormwater	Exp	43-538992	Working Capital Reserve *	266,854	(5,000)	261,854	
	* Budget Adjusted By Prior Items							

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#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
29	<u>Roads & Streets - Grounds Maintenance (Beautification)</u>							
	Rds & Strts	Exp	41-541463	Grounds Maintenance	-	8,000	8,000	Utilization of new account for beautification
	Non-Dept	Exp	19-519390	Contingency *	1,109,541	(8,000)	1,101,541	
	* Budget Adjusted By Prior Items							
30	<u>Grant Writing Services</u>							
	Non-Dept	Exp	19-519312	Other Professional Services	265,500	35,000	300,500	Increased number of successful grant applications utilized original budget. Additional fees to continue program.
	Non-Dept	Exp	19-519390	Contingency *	1,101,541	(35,000)	1,066,541	
	* Budget Adjusted By Prior Items							
31	<u>Code Enforcement Operating Budgets</u>							
	Code	Exp	23-521520	Operating Expense	-	2,000	2,000	Budget for miscellaneous field supplies
	Non-Dept	Exp	19-519390	Contingency *	1,066,541	(2,000)	1,064,541	
	* Budget Adjusted By Prior Items							
32	<u>Radar Speed Aware Signs</u>							
	Spec Law Enf	Exp	65-521644	Public Safety Equipment	-	15,000	15,000	Four radar speed aware signs to moderate vehicle speeds
	Spec Law Enf	Fnd Bal	165-383010	Use of Fund Balance	110,000	15,000	125,000	
33	<u>Water Line Repairs</u>							
	Wtr Line Mnt	Exp	63-533462	Repair And Maintenance	44,500	25,000	69,500	Increase in water line failures
	WS Finance	Exp	61-513992	Contingency *	456,402	(25,000)	431,402	
	* Budget Adjusted By Prior Items							
34	<u>Municipal Complex Repairs</u>							
	Town Center	Exp	62-519340	Other Contracted Services	253,000	20,000	273,000	Fire panel and air conditioning repairs
	Town Center	Trf-In	490-381001	Transfer In	564,728	20,000	584,728	
	Non-Dept	Trf-Out	19-581926	Transfer Out - To Town Center	549,165	20,000	569,165	
	Non-Dept	Exp	19-519390	Contingency *	1,064,541	(20,000)	1,044,541	
	* Budget Adjusted By Prior Items							
35	<u>Vehicle Maintenance</u>							
	Veh Mnt	Exp	49-541340	Other Contracted Services	38,800	10,000	48,800	Increased vehcile maintenance expense
	Non-Dept	Exp	19-519390	Contingency *	1,044,541	(10,000)	1,034,541	
	* Budget Adjusted By Prior Items							

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#	Amendment Details				Budget	Adj	Revised	
36	Elevator Renovation - 2105 Ali Baba Avenue							
	Safe Neigh	Exp	44-541818	2105 Ali-Baba Improvements	43,000	165,000	208,000	Elevator renovation at 2105 Ali Baba
	Safe Neigh	Trf-In	320-381001	Trf In From General Fund *	1,245,375	165,000	1,410,375	
	Non-Dept	Trf-Out	19-581320	Trf Out To Safe Neighborhood CIP *	1,245,375	165,000	1,410,375	
	Gen Fund	Fund Bal	001-383010	Use Of Fund Balance *	4,249,530	165,000	4,414,530	
	* Budget Adjusted By Prior Items							
37	Service Line Maintenance Operating Expense							
	Svc Line Mnt	Exp	63-533520	Operating Expense	2,000	3,000	5,000	Minor adjustment to Operating Expense budget
	Svc Line Mnt	Exp	63-533120	Salaries - Regular	139,908	(3,000)	136,908	
38	Water Distribution Operating Expense							
	Wtr Distrib	Exp	64-533520	Operating Expense	8,000	6,000	14,000	Minor adjustment to Operating Expense budget
	Wtr Distrib	Exp	64-533120	Salaries - Regular	168,056	(6,000)	162,056	
39	Perviz Avenue Trees - Grant							
	Gen Fund	Rev	001-334723	County Tree (GREEN) Grant	-	50,000	50,000	County Tree (GREEN) Grant program. City match of \$16,667
	Roads & Strt	Exp	41-541340	Other Contracted Services	292,000	50,000	342,000	
40	Parks & Recreation - Overtime							
	Parks & Rec	Exp	72-572140	Salaries - Overtime	2,000	3,000	5,000	Additional overtime for summer programs
	Parks & Rec	Exp	72-572130	Salaries - Part-time *	155,142	(3,000)	152,142	
	* Budget Adjusted By Prior Items							
41	Police - Storage Shelves							
	Police	Exp	26-521642	Office Furniture & Equipment	-	8,000	8,000	Secure storage shelves
	Police	Exp	26-521120	Salaries - Regular	3,234,252	(8,000)	3,226,252	
42	Water Distribution - Tools							
	Water Distr	Exp	64-533555	Small Tools & Supplies	3,100	4,000	7,100	Utility tool kit
	WS Finance	Exp	61-513992	Contingency *	431,402	(4,000)	427,402	
	* Budget Adjusted By Prior Items							
43	Police - Automotive Equipmnt							
	Police	Exp	26-521641	Automotive Equipment	15,000	(15,000)	-	Eliminating purchase of Police vehcles since will be leased elsewhere. Moving outfitting of Police vehcles from General Fund to Special Law Enforcement Fund
	Non-Dept	Exp	19-519390	Contingency *	1,034,541	15,000	1,049,541	
	Spec Law Enf	Exp	65-521648	Vehicle Purchase	110,000	(110,000)	-	
	Spec Law Enf	Exp	65-521641	Automotive Equipment	-	40,000	40,000	
	Spec Law Enf	Fund Bal	165-383010	Use of Fund Balance *	125,000	(70,000)	55,000	
	* Budget Adjusted By Prior Items							

FY 22 Budget Amendment #3 -Second Hearing

#	Amendment Details				Budget	Adj	Revised	
44	<u>Records Retention/Destruction</u>							Recording and destruction of decades of City records in rented storage. Will save \$16,000 annually once rented space no longer used.
	Clerk	Exp	16-512340	Other Contracted Services	-	60,000	60,000	
	Clerk	Exp	16-512120	Salaries - Regular	132,870	(16,000)	116,870	
	Clerk	Exp	16-512210	FICA	16,776	(1,300)	15,476	
	Clerk	Exp	16-512220	Retirement	46,915	(1,800)	45,115	
	Clerk	Exp	16-512230	Life And Health Insurance	29,818	(4,900)	24,918	
	Non-Dept	Exp	19-519390	Contingency *	1,049,541	(36,000)	1,013,541	
	* Budget Adjusted By Prior Items							
Second Hearing Additions								
45	<u>Special Law Enforcement Seizure Funds</u>							Availability of seizure funds reduces the need to use fund balance.
	Spec Law Enf	Rev	165-369900	Other Miscellaneous Revenue	-	45,000	45,000	
	Spec Law Enf	Fund Bal	165-383010	Use of Fund Balance *	55,000	(45,000)	10,000	
	* Budget Adjusted By Prior Items							
46	<u>NW 19th Avenue Resurfacing</u>							Resurfacing project funded with Fund Balance
	Sf Neigh CIP	Exp	44-541800	Resurfacing Improvements	275,000	85,000	360,000	
	Sf Neigh CIP	Trf-In	320-381001	Trf-In From General Fund	1,410,375	85,000	1,495,375	
	Non-Dept	Trf-Out	19-581320	Trf-Out To Safe Neighborhood CIP	1,410,375	85,000	1,495,375	
	Gen Fund	Fund Bal	001-383010	Use Of Fund Balance *	4,414,530	85,000	4,499,530	
	* Budget Adjusted By Prior Items							
47	<u>Additional Revenue / Additional Leave Payout</u>							Additional Leave Payout and restoration of Contingency from improved revenue
	Non-Dept	Exp	19-581922	Employee Leave Payout - Wages	123,000	44,000	167,000	
	Non-Dept	Exp	19-581928	Employee Leave Payout - FICA/Med	9,200	4,000	13,200	
	Non-Dept	Exp	19-581929	Employee Leave Payout - Retirement	17,800	4,000	21,800	
	Gen Fund	Rev	001-322110	Building Permits	700,000	100,000	800,000	
	Non-Dept	Exp	19-519390	Contingency *	1,013,541	48,000	1,061,541	
	* Budget Adjusted By Prior Items							
48	<u>Town Center General Expense</u>							Establishment of General Expense for small miscellaneous expenses
	Town Center C	Exp	62-519493	General Expenses	-	2,500	2,500	
	Town Center C	Exp	62-519494	Real Estate Tax	158,000	(2,500)	155,500	
49	<u>Employee Physicals</u>							Increase in number of employees requiring physicals.
	HR	Exp	13-513311	Employee Physicals	5,000	2,000	7,000	
	Non-Dept	Exp	19-519390	Contingency *	1,061,541	(2,000)	1,059,541	
	* Budget Adjusted By Prior Items							

FY 22 Budget Amendment #3 -Second Hearing

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
50	<u>Retirement Porcessing Fees</u>							
	HR	Exp	13-513225	Retirement Penalty	2,000	1,500	3,500	Additional retirement processing fees
	Non-Dept	Exp	19-519390	Contingency *	1,059,541	(1,500)	1,058,041	
	* Budget Adjusted By Prior Items							

BY BEA L. HINES
Special to the Miami Herald



NEIGHBORS IN COMMUNITY

On this joyful Easter, I reflect: Attending church is a way of life for me. But I've learned much from many faiths

I have always loved to attend church. And nothing pleases me more than being in the sanctuary on Resurrection Day — Easter Sunday.

In fact, one of my fondest and earliest memories of church is when I said my first Easter speech at the Methodist Church in Williston, Florida. I was 4 and I wore a lavender organdy dress, a big hair bow, white socks and shiny black patent leather shoes. My speech was: “...Roses on my shoulders, slippers on my feet... I'm my Momma's baby girl, don't you think I'm sweet...?”

I remember the applause and the shouts of “Amen!” as I ran back to the pew where my mom was seated and buried my head in her lap.

That Easter speech was the start of a tradition in my own family, but it had been in place in Black churches for generations before I was born. It was our way of living and acting out the Scripture that says, “...train up a child in the way he should go, and he will not depart from it...”

So, always at Eastertime and Christmastime, there would be annual programs where the children in the Sunday school classes would retell the story of Jesus's birth and resurrection through speeches and dramatic presentations. Even today, in many Black churches, as soon as a child can talk and walk up to the front of the church congregation, he or she is

given a speech to learn. Sometimes it is only a two-worder like, “Happy Easter!” Sometimes it is an entire four-stanza poem. No matter the length of the “speech,” the church always responds with an astounding “Amen!”

To Blacks, the church has served as more than a place to “find Jesus” or to recite Easter speeches and perform in Christmas pageants. And like the members of its congregations, the Black church has withstood the test of time.

Some — like Macedonia Baptist Church in Coconut Grove, Miami's first Black Baptist church, and Greater Bethel A.M.E. Church in Overtown — are older than the city of Miami. In fact, Macedonia will celebrate its 127th birthday this fall. Greater Bethel A.M.E. Church in Overtown, founded in 1895, is a year younger.

So, in addition to a spiritual home, the Black church also served as our first “community center” where political forums were held. And where voter registration drives encouraged our people to register so we could perform our rightful duty as American citizens. It was where a girl met her “Mr. Right” (although he might not have always been the right one for her), and it was where our rites-of-passage were held — our weddings and baby christenings, and yes, our “going

home” services, or funerals.

CHURCHGOER'S LONG DRIVE TO 'PLACE THAT FEELS LIKE HOME'

And it is where people like Gladys Covington, 70, is willing to drive from Miami to Richmond Heights, about 35 miles one way, two or three times a week to Bethel Church, “... to a place that feels like home,” she said.

Like me, Covington had been a member of another church, before being “led” to Bethel: “I have been attending Bethel Church for 32 years, now, and have worn out four cars. I knew Bethel was my spiritual home the first day I stepped into the sanctuary. Even before I heard a sermon or heard the choir sing, the Holy Spirit spoke to me and said, ‘... This is the place where you need to be to grow in the Lord.’ And I have been there ever since. I love it.”

Growing up with such a rich tradition, it is no wonder that the church has played such a wonderful role in my life. I was 6 when my mom moved our family to Miami, where we met and fell in love with the Rogers/Dorsett family and became surrogate family members. The Rogers/Dorsett family attended Greater Bethel A.M.E. Church, an historic landmark that is still very much alive at Northwest Eighth Street and Second Avenue, just a few steps away from the historic

Lyric Theater.

But for some reason, Mom joined Ebenezer United Methodist Church, then located at Northwest 10th Street and Third Avenue in Overtown. The late Rev. W.O. Bartley was the pastor. Mom loved to sing, and it wasn't long before she joined the church's Choir No. 1, singing alto on the second row of the choir. She always sat me and my brother Adam on the second row of pews in the sanctuary, so she could keep an eye on us during the service. While we at-

tended Ebenezer, Mom occasionally allowed me to attend Greater Bethel with my friends Nellie and Floyd Dorsett. What cherished memories.

A SPIRITUAL JOURNEY

I was born a Methodist, but when I was 11, another childhood friend Willie Mae Stephens Whitman, invited me to Sunday school with her at New Hope Baptist Church. I was overwhelmed at the hand-clapping, foot-stomping, joyful noise I heard on my first visit there. While we

sang wonderful hymns at my church, the United Methodist service was more subdued. And so, by my second visit to New Hope, I could hardly wait for Rev. James Brown to “... open the doors of the church...” to new prospective members.

I remember very well that Sunday morning when I, a young girl, with a contrite heart walked, trembling to the front of the church, placed my hand in Rev. Brown's work-worn outstretched hand, and gave my life to the Lord.



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-Locka, Florida will hold a public hearing at the Regular Commission Meeting on **Wednesday, April 27, 2022 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-Locka, Florida, to consider the following item for final adoption:

SECOND READING ORDINANCE/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on April 13, 2022).

All interested persons are encouraged to participate and will be heard with respect to the public hearing.

Additional information on the above item may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafla.gov. To participate or provide comments virtually, please register on the City of Opa-Locka website at www.opalockafla.gov no later than 7:00 p.m. on Wednesday, April 27, 2022.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.

Joanna Flores, CMC
City Clerk
City of Opa-Locka